

City of Guyton, Georgia
CITY COUNCIL SPECIAL CALLED MEETING
June 28, 2023 at 7:00 P.M.



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

AGENDA

1. **Call to Order**
2. **Public Comments (will be limited to Agenda Items only)**
3. **Second Reading and Consideration of Ordinance 2023-04 to provide for the City of Guyton Budget for the Fiscal Year Ending June 30, 2024**
4. **Consideration to approve Ordinance 2023-05 to amend the City of Guyton, Georgia Zoning Ordinance**
5. **Consideration to approve Agreement for Operations, Maintenance, and Management Services with EOM**
6. **Consideration to approve Change Order to POND agreement to add Recreation Master Plan Services**
7. **Consideration to approve Service Agreement with Spatial Engineering regarding RightSpot GIS Services**
8. **Consideration to approve Amendment No. 2 to the Inmate Labor Agreement executed December 1, 2020 between Effingham County and City of Guyton**
9. **Consideration to nominate and appoint a new member to the Guyton Historical Commission**
10. **Dates to Remember**
 - a. **Tuesday, July 4, 2023 – City Hall closed for Independence Day**
 - b. **Tuesday, July 11, 2023 at 6:00pm – Planning and Zoning Public Hearing, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**
 - c. **Tuesday, July 11, 2023 at 7:00pm – Guyton City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**
 - d. **Saturday, July 15, 2023 from 12:00pm to 5:00pm – Guyton Community Picnic, New Recreation Park, 718 Central Boulevard, Guyton GA 31312**
 - e. **Saturday, July 22, 2023 from 8:00am to 2:00pm – Guyton Summer Sale Along the Trail, Guyton Walking Trail, 310 Central Boulevard, Guyton GA 31312**

f. Tuesday, July 27, 2023 at 7:00pm – Planning and Zoning Public Hearing and Meeting,
Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

11. **Consideration to move from the Regular Meeting into an Executive Session referencing Litigation**
12. **Consideration to take any action needed arising from Executive Session**
13. **Public Comments (will be limited to Agenda Items only)**
14. **Consideration to adjourn this meeting**

Rules of Decorum for All Meetings

The purpose of the Rules of Decorum is to foster an atmosphere of civil and courteous discourse, even and especially when discussing contentious topics, at all meetings held by the City of Guyton.

(a) General rules applicable to all (Mayor and Council, Staff, Members of the Public)

1. Each speaker will direct his or her comments to the Mayor and or presiding officer and not to any other individual present.
2. Each speaker will refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
3. Each speaker will speak only about agenda items. Members of the public will be limited to 3:00 minutes speaking time.
4. Members of the audience will respect the rights of others and will not create noise or other disturbances that will disrupt or disturb persons who are addressing the Mayor and Council or Committee or Board or Commission, or members of those bodies who are speaking, or otherwise impede the orderly conduct of the meeting.

(b) Additional Rules for Members of Mayor and Council, Committees, Boards or Commissions

1. Members of Mayor and Council, Committees, Boards or Commissions will conduct themselves in a professional and respectful manner at all meetings.
2. Members of Mayor and Council, Committees, Boards or Commissions will not speak until recognized by the Mayor or presiding officer.
3. Remarks by members of Mayor and Council, Committees, Boards or Commissions will be directed to the Mayor or presiding officer and not to individuals, other Council, Committee, Board or Commission members, staff or Members of the public in attendance. Questions for staff or individuals or other Council, Committee, Board or Commission members will be directed to the Mayor or presiding officer, who will then direct the appropriate person to answer.
4. Members of Mayor and Council, Committees, Boards or Commissions are always free to criticize or question policies, positions, data or information presented. However, members of Mayor and Council, Committees, Boards or Commissions will not attack or impugn the person presenting.

(c) Enforcement

The Mayor or presiding officer has the authority to enforce each of the Rules of Decorum regarding members of the public. If any Rule is violated, the Mayor or presiding officer will give the speaker a warning, citing the Rule being violated, and telling the speaker that a second violation will result in a forfeiture of the right to speak further. The Mayor or presiding officer also may have the offending speaker removed from the meeting if the misconduct persists. The Mayor or presiding officer shall not have any power under this provision regarding a Council, Committee, Board or Commission member.

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NUMBER 2023-04

AN ORDINANCE OF THE CITY OF GUYTON TO PROVIDE FOR THE CITY OF GUYTON BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

WHEREAS, Section 6.25 of the Charter of the City of Guyton provides that the City Manager of the City of Guyton shall each year submit to the City Council a proposed operating budget for the ensuing fiscal year; and

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

WHEREAS, the City Manager of the City of Guyton is hereby presenting to the City Council for adoption a proposed Budget for the fiscal year ending June 30, 2024, which is attached hereto as Exhibit A; and

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

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

Section 1. Adoption of Budget for the Fiscal Year Ending June 30, 2024. The City Council of the City of Guyton hereby adopts the Budget attached hereto as Exhibit A and incorporated by reference as if set forth verbatim herein.

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

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

Section 4. Effective Date. This ordinance including the Budget attached hereto shall become effective upon the first day of the fiscal year ending June 30, 2024.

SO ORDAINED, this ____ of _____, 2023.

CITY OF GUYTON

Hon. Russ Deen, Mayor

Attest: _____
Matthew Walker, City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Meketa H. Brown, City Manager

First Reading: _____; Adopted: _____

EXHIBIT A

Proposed City of Guyton Budget for the Fiscal Year Ending June 30, 2024

First Reading: _____; Adopted: _____

Exhibit "A"

General Fund

Revenues and other Financing Sources

Taxes	\$ 1,568,640
Licenses & permits	99,500
Intergovernmental	43,000
Charges for services	260,600
Fines & forfeitures	160,000
Miscellaneous	14,000
Other financing sources (interfund transfers)	2,500
Total Revenues and other Financing Sources	\$ <u>2,148,240</u>

Expenditures

Other General Government	\$ 234,000
City Council	41,000
General Administration	435,000
Public safety - Police	722,000
Public works - Streets	449,240
Public works - Sanitation	210,000
Recreation - Historical Commission and Leisure services	27,000
Housing and development - Economic development	30,000
Total Expenditures	\$ <u>2,148,240</u>

Water and Sewer Fund

Revenues and other Financing Sources

Charges for services	\$ 1,246,000
Other revenues	31,000
Miscellaneous	6,900
Other financing sources	<u>1,112,850</u>
Total Revenues and other Financing Sources	<u><u>\$ 2,396,750</u></u>

Expenditures

Wages	\$ 64,300
Payroll tax	5,200
Employee benefits	650
Legal and professional	416,500
Insurance	33,900
Utilities	63,100
Supplies	45,000
Postage	10,000
Chemicals	8,000
Other	43,000
Repairs and Maintenance	228,000
Depreciation	345,000
Interest	320,850
Other financing uses (interfund transfers)	<u>575,000</u>
Total Expenditures	<u><u>\$ 2,158,500</u></u>

TSPLOST

Revenues - Taxes	\$ 260,000
Expenditures - Public Works - Streets and Lanes	\$ 260,000

Debt Service Trust Fund

Other Financing Sources - Transfer from Water and Sewer Fund	\$ 575,000
Other Income - Interest Income	10
Total Revenues and other Financing Sources	575,010
Other Financing Uses - Transfer to Water and Sewer Fund	550,850
<i>Excess of revenues over expenditures</i>	\$ 24,160

SPLOST Fund

Revenues - Intergovernmental	\$ 590,000
Expenditures	
General government - Administration	\$ -
Public safety - Police	-
Public works - Streets	12,900
Recreation	-
Water & Sewer (Transfers to)	142,000
Total Expenditures	\$ 154,900
<i>Excess of revenues over expenditures</i>	\$ 435,100

Construction Trust Fund

Revenues - Investment income	\$ -
Expenditures	
Administration	\$ 100
Water & Sewer (Transfers to)	50,000
Total Expenditures	\$ 50,100
<i>Use of prior year reserves (fund balance)</i>	\$ (50,100)

City of Guyton
Proposed Budget - General Fund
For the Year Ended June 30, 2024

			Projected 2023	Proposed 2024
Taxes				
100-31-1310	Motor Vehicle Tax	R	652	500
100-31-1312	Title A. V. Tax - Lost	R	119,690	115,000
100-31-1315	Ad Valorem/Property Ta	R	230,000	240,000
100-31-1600	Real Estate Transfer Ta	R	26,152	24,000
100-31-1700	Franchise Tax	R	152,467	150,000
100-31-3100	Local Option Sales Tax	R	630,896	693,140
100-31-3101	Special Local Option Excise Tax	R	-	-
100-31-4016	Lost Excise Tax	R	28,759	29,000
100-31-4200	Beer And Wine Tax	R	51,851	47,000
100-31-6200	Insurance Premium Tax (R	209,528	210,000
100-31-8000	Intangible Taxes	R	68,962	60,000
Total Taxes			1,518,957	1,568,640
Licenses & permits				
100-32-1000	Business License Fee	R	23,063	26,000
100-32-1100	Alcohol Beverage License	R	8,667	13,000
100-32-2210	Zoning Fees	R	493	500
100-32-3100	Building Permits	R	78,804	60,000
Total Licenses & permits			111,027	99,500
Intergovernmental				
100-33-1000	GRANT REVENUES - GF - GA	R	36,772	-
100-33-1110	Cares Act Funding	R	554,179	-
100-33-4310	Lmig	R	41,445	43,000
Total Intergovernmental			632,396	43,000
Charges for services				
100-34-1910	Election Qualifying Fee	R	-	600
100-34-4190	Garbage Collection Fee	R	258,547	260,000
Total Charges for services			258,547	260,600
Fines & forfeitures				
100-35-1170	Pd Fees And Fines Accou	R	72,079	70,000
100-35-999X	Cameras	R	85,179	90,000
Total Fines & forfeitures			157,258	160,000
Miscellaneous				
100-38-1000	Rent Income	R	5,900	-
100-38-3740	LS - DONATIONS	R	733	1,000
100-38-9020	Miscellaneous Revenue	R	7,188	6,000
100-38-9070	Rummage Sale Spaces	R	6,000	7,000
100-38-9100	INS. PROCEEDS, RECOVERIE	R	4,334	-
Total Miscellaneous			24,155	14,000
Other financing sources				

City of Guyton
Proposed Budget - General Fund
For the Year Ended June 30, 2024

			Projected 2023	Proposed 2024
100-39-2100	Sale Of Assets	R	164,133	2,500
100-39-0505	Transfer from Water & Sewer		-	-
Total Other financing sources			164,133	2,500
Other General Government				
100-1000-5111	Salaries-Facilities	E	34,601	86,800
100-1000-5122	Pr Tax-Facilities	E	2,508	7,000
100-1000-5124	Gma Retirement Fund	E	1,257	8,000
100-1000-5127	Workers Comp	E	-	1,000
100-1000-5003	Ee Insurance	E	9,672	16,200
100-1000-5216	Professional Services	E	-	-
100-1000-5222	City Prty-Maintenance/	E	26,957	30,000
100-1000-5231	General Insurance	E	22,796	32,000
100-1000-5232	Insurance - Property	E	-	-
100-1000-5237	Training & Travel	E	-	4,000
100-1000-5321	Seasonal Decorations	E	-	-
100-1000-5325	New Zoning Codification	E	-	-
100-1000-5413	CITY HALL RENOVATIONS	E	10,935	8,000
100-1000-5415	Capital Outlays - Gen Gov	E	-	-
100-1000-5422	Insurance - Vehicle	E	-	-
100-1000-5715	Building Inspector	E	30,593	36,000
100-1000-5735	P&Z Committee Pay	E	933	1,000
100-1000-5750	Effingham Day At Capito	E	1,167	4,000
Total Other General Government			141,419	234,000
City Council				
100-1100-5111	Salaries	E	19,200	19,200
100-1100-5122	Payroll Taxes	E	1,469	1,500
100-1100-5231	General Insurance	E	8,938	9,500
100-1100-5237	Training & Travel	E	16,555	10,000
100-1100-5318	Miscellaneous Expense	E	972	800
Total City Council			47,134	41,000
General Administration				
100-1500-1710	Bank Charges	E	148	150
100-1500-1790	Penalties	E	-	-
100-1500-5003	Employee Insurance	E	19,345	27,100
100-1500-5111	Salaries	E	122,942	184,800
100-1500-5115	Salary - [Contracted] City Manager	E	-	-
100-1500-5122	Payroll Taxes	E	8,962	14,760
100-1500-5124	Retirement	E	1,188	2,150
100-1500-5127	Workers Comp	E	777	1,360
100-1500-5131	General Insurance	E	2,925	3,100
100-1500-5212	Audit	E	15,000	7,500
100-1500-5214	Legal Services	E	48,064	40,000
100-1500-5215	Engineering	E	480	480

City of Guyton
Proposed Budget - General Fund
For the Year Ended June 30, 2024

			Projected 2023	Proposed 2024
100-1500-5216	Professional Services	E	48,926	75,000
100-1500-5221	Toxic Disposal	E	-	-
100-1500-5222	Building Maintenance	E	10,779	5,000
100-1500-5233	Ads	E	1,527	2,000
100-1500-5235	Travel & Training	E	2,786	3,000
100-1500-5236	Dues	E	7,310	7,500
100-1500-5240	Postage	E	2,361	3,000
100-1500-5242	Telephone	E	10,679	10,000
100-1500-5250	Utilities	E	4,846	5,000
100-1500-5310	Office Supplies	E	33,634	32,500
100-1500-5318	Staff/Inmate Incidental	E	162	-
100-1500-5365	Special Events	E	-	-
100-1500-5395	Budget Workshop	E	-	-
100-1500-5424	Computer Equipment	E	-	-
100-1500-5426	Alarm System	E	600	600
100-1500-5429	Accounting Software	E	9,002	10,000
100-1500-5735	Room Rental Dpst	E	-	-
100-1500-9994	Seasonal Decorations, C	E	-	-
Total General Administration			352,443	435,000
Public safety - Police				
100-3200-5100	Pd - Wages, Full Time Offi	E	181	-
100-3200-5105	Salaries	E	359,518	408,500
100-3200-5107	Pd - Salary, Police Chief	E	400	-
100-3200-5108	Pd - Wages, Clerk	E	-	-
100-3200-5111	Boe Reimb- Sro	E	-	(59,200)
100-3200-5112	Payroll- School Resource Officer	E	7,387	65,600
100-3200-5113	Overtime	E	21,006	15,500
100-3200-5121	Payroll Taxes	E	26,804	39,200
100-3200-5124	Retirement	E	3,565	4,500
100-3200-5127	Workers Comp	E	21,592	24,000
100-3200-5131	Pd Insurance	E	21,010	20,000
100-3200-5133	Employee Insurance	E	55,556	59,000
100-3200-5211	Pd Computer Sftwr & Up	E	27	-
100-3200-5212	Pd Computer Sftwr Svc (E	227	250
100-3200-5214	Legal Fees	E	20,703	7,000
100-3200-5222	Maintenance	E	-	2,500
100-3200-5229	Pd Bldg. Upgrades & Rep	E	1,499	-
100-3200-5232	Postage	E	8	700
100-3200-5236	Pd Clerk Training	E	458	-
100-3200-5237	Training & Travel	E	909	2,000
100-3200-5245	Judge	E	2,667	4,000
100-3200-5250	Public Defender	E	-	-
100-3200-5255	Utilities	E	21,751	22,000
100-3200-5260	Pd - Public Defender	E	10,200	12,000
100-3200-5265	Enforcement Expense	E	1,165	2,250

City of Guyton
Proposed Budget - General Fund
For the Year Ended June 30, 2024

			Projected 2023	Proposed 2024
100-3200-5310	Office Supplies	E	2,186	4,000
100-3200-5315	Bank Charges	E	264	200
100-3200-5317	Uniforms	E	2,620	6,200
100-3200-5322	Justiceone Software	E	8,000	8,500
100-3200-5330	Gas	E	33,997	35,000
100-3200-5335	Pd Miscellaneous	E	5,362	2,600
100-3200-5350	Community Involvement	E	-	-
100-3200-5360	Tech Fund	E	-	100
100-3200-5370	Ammunition	E	-	1,500
100-3200-5422	PD - CAR PURCHASE	E	-	-
100-3200-5424	Vehicle Maintenance	E	7,088	12,000
100-3200-5425	Pd-Eqpmt Mntc/Rpr - Ofc	E	2,182	2,300
100-3200-5426	Weapons	E	-	1,500
100-3200-5428	Pd Radar Unit For Car	E	9	-
100-3200-5431	Pd - Gsccca	E	11,508	12,500
100-3200-5432	Pd - Eff Cnty Victim Witn	E	1,592	1,700
100-3200-5433	Pd - Peace Officers A & B	E	-	-
100-3200-5440	Alarm System	E	533	600
100-3200-5733	Sheriff'S Office	E	3,184	3,500
Total Public safety - Police			655,158	722,000
Public works - Streets				
100-4200-5212	Engineering	E	5,510	6,200
100-4200-5216	Professional Services	E	198,324	198,540
100-4200-5221	Equipment Repairs	E	11,250	13,000
100-4200-5223	Repairs And Maintenanc	E	36	-
100-4200-5228	Vehicle Maintenance	E	18,033	2,500
100-4200-5238	County Contract - Inmate Supervisor	E	53,173	64,500
100-4200-5250	Utilities - Garage	E	509	-
100-4200-5260	Utilities - Street Lights	E	83,612	85,000
100-4200-5310	Supplies	E	11,306	23,500
100-4200-5422	Capital Outlays - Street	E	47,209	43,000
100-4200-5423	Gas	E	13,253	13,000
Total Public works - Streets			442,215	449,240
Public works - Sanitation				
100-4500-5221	Garbage Fee/Sanitation	E	203,377	210,000
Total Public works - Sanitation			203,377	210,000
Recreation, Historical Commission and Leisure services				
100-6100-5212	Professional Fees	E	6,512	-
100-6100-5223	Repairs & Maintenance	E	242	500
100-6100-5300	Supplies	E	857	500
100-6100-5305	Special Events	E	1,770	2,000
100-6100-5310	Leisure Services	E	80	-
100-6100-5320	Community Events	E	1,275	-

City of Guyton
Proposed Budget - General Fund
For the Year Ended June 30, 2024

			Projected	Proposed
			2023	2024
100-6100-5370	Recreation - Improvements	E	461	14,000
100-6100-5395	Events, Special/City-Ls	E	3,899	5,000
100-6100-5397	Events, Special/City-Hp	E	-	5,000
Total Recreation, Historical Commission and Leisure services			15,096	27,000
Housing and development - Economic development				
100-7500-5210	Contracted Services - Economic Dev	E	23,244	25,000
100-7500-5215	DDA	E	-	5,000
Total Housing and development - Economic development			23,244	30,000
TOTAL GENERAL EXPENSE			1,880,086	2,148,240
TOTAL GENERAL REVENUE			2,866,473	2,148,240
SURPLUS(DEFICIT)			986,387	-

City of Guyton
Proposed Budget - Water and Sewer Fund
For the Year Ended June 30, 2024

				Projected	Proposed
				2023	2024
Charges for services					
505-34-4210	Water Revenue	R	642,405	675,000	
505-34-4255	Sewage Revenue	R	528,072	555,000	
505-34-4999	Deposit Discrepancies	R	-	-	
505-34-609	Late Fees & Penalties	R	20,709	16,000	
Total Charges for services				1,191,186	1,246,000
Other revenues					
505-37-9111	Meter Fees, New Constru	R	27,400	25,000	
505-37-9112	Admin. Fee, Water Tap	R	5,467	6,000	
505-37-9113	Miscellaneous Income	R	67	-	
Total Other revenues				32,934	31,000
Miscellaneous					
505-38-9100	Return Check Fees	R	476	400	
505-38-9102	Water Service Charge	R	5,300	4,000	
505-38-9103	Sewage Service Charge	R	3,200	2,500	
Total Miscellaneous				8,976	6,900
Other financing sources					
505-39-700	Transfer In From Construction	R	53,027	50,000	
505-39-1320	Cut In/Tap/Impact	R	334,667	370,000	
505-39-1400	Transfer From Debt Service	R	489,150	550,850	
505-39-1505	Transfer From Splost	R	392,589	142,000	
Total Other financing sources				1,269,433	1,112,850
Wages					
505-5100-0052	Salaries	E	44,996	64,300	
505-5100-0053	Overtime	E	153	-	
Total Wages				45,149	64,300
Payroll tax					
505-5122-0052	Payroll Taxes	E	2,010	5,200	
Total Payroll tax				2,010	5,200
Employee benefits					
505-5317-0010	Retirement	E	594	650	
Total Employee benefits				594	650
Legal and professional					
505-5210-0010	Audit	E	15,000	7,500	
505-5210-0012	Legal Services	E	57,911	50,000	
505-5210-0014	Professional Fees	E	166,365	170,000	
505-5210-0016	Engineering	E	13,077	15,000	

City of Guyton
Proposed Budget - Water and Sewer Fund
For the Year Ended June 30, 2024

			Projected 2023	Proposed 2024
	505-5210-0018	Mapping	E 24,277	30,000
	505-5210-4414	Professional Fees	E 140,923	144,000
Total Legal and professional			417,553	416,500
Insurance				
	505-5231-0001	Employee Insurance	E 12,150	12,200
	505-5231-0005	Workers Comp	E 276	300
	505-5231-0010	General Insurance	E 10,235	10,700
	505-5231-4410	General Insurance	E 10,235	10,700
Total Insurance			32,896	33,900
Utilities				
	505-5240-0040	Utilities	E 62,450	63,000
	505-5240-4440	Utilities	E 97	100
Total Utilities			62,547	63,100
Supplies				
	505-5310-0001	Supplies	E 27,950	30,000
	505-5310-4400	SUPPLIES	E 11,965	15,000
Total Supplies			39,915	45,000
Postage				
	505-5312-0010	Postage	E 9,961	10,000
Total Postage			9,961	10,000
Chemicals				
	505-5315-0001	Chemicals	E 7,867	8,000
Total Chemicals			7,867	8,000
Other				
	505-5317-0015	Office Supplies	E 116	500
	505-5317-0020	Bank Charges	E 22,521	23,000
	505-5317-0035	Dues	E 2,183	2,500
	505-5317-0040	Drinking Water Fees To Ep	E 9,104	7,000
	505-5317-0050	Gas	E 10,224	10,000
Total Other			44,148	43,000
Repairs and Maintenance				
	505-5310-0005	W/S Repairs & Maint	E 36,517	98,000
	505-5317-0060	Computer Software & Mainten	E 12,002	10,000
	505-5400-0055	Capital Outlay, Cptl Imp	E 97,218	-
	505-5400-0060	Equipment	E 1,710	-
	505-5400-0065	Meters	E 45,860	65,000

City of Guyton
Proposed Budget - Water and Sewer Fund
For the Year Ended June 30, 2024

			Projected	Proposed
			2023	2024
505-5400-0001	Water Repairs/Maintenance	E	42,144	-
505-5400-0002	Water & Sewer Vehicle Expens	E	10,409	15,000
505-5400-4401	Wwtp Repairs/Maintenance	E	31,638	-
505-5400-4405	Maintenance	E	60,063	40,000
505-5400-4455	Wwtp-Plant Misc.	E	8,956	-
Total Repairs and Maintenance			346,517	228,000
Depreciation				
505-5610-0001	Depreciation Exp.	E	345,000	345,000
Total Depreciation			345,000	345,000
Interest				
505-8000-5820	Interest Expense	E	324,150	320,850
Total Interest			324,150	320,850
Other financing uses - Interfund transfers				
505-9000-1000	Transfer To General Fund	E	-	-
505-9000-1070	Debt Service	E	534,894	575,000
Total Other financing uses - Interfund transfers			534,894	575,000
TOTAL W/S EXPENSE			2,213,201	2,158,500
TOTAL W/S REVENUE			2,502,529	2,396,750
SURPLUS(DEFICIT)			289,328	238,250

City of Guyton
Proposed Budget - TSPLOST, Debt Service Trust, and SPLOST Funds
For the Year Ended June 30, 2024

				Projected	Proposed
				2023	2024
				<u> </u>	<u> </u>
TSPLOST Fund					
Taxes					
235-31-3500	Tsplost Revenue	R	520,443	260,000	
Total Taxes			520,443	260,000	
Other financing sources					
235-39-3100	Bond Proceeds	R	-	-	
Total Other financing sources			-	-	
Public Works - Streets					
235-4200-1710	Bank Charges	E	164	175	
235-4200-5400	Capital Outlays - Streets	E	-	-	
235-9000-6112	Debt Service- Note Payable	E	520,443	260,000	
Total Public works - streets			520,607	260,175	
TOTAL TSPLOST EXPENSE			520,607	260,175	
TOTAL TSPLOST REVENUE			520,443	260,000	
USE OF PRIOR YEAR RESERVES (FUND BALANCE)			<u>164</u>	<u>175</u>	
			<u>520,607</u>	<u>260,175</u>	
Debt Service Trust Fund (DST)					
Other revenues					
400-36-1000	Interest Income	R	16	10	
Total Other revenues			16	10	
Interfund transfers					
400-39-1000	Transfer from W/S Fund	R	562,361	575,000	
Total Interfund transfers			562,361	575,000	
Other financing uses					
400-9000-6112	Transfer to W/S Fund (Debt Svc Pmts)	E	489,150	550,850	
Total Other financing uses			489,150	550,850	
TOTAL DST EXPENSE			489,150	550,850	
TOTAL DST REVENUE			<u>562,377</u>	<u>575,010</u>	
EXCESS OF REVENUE OVER EXPENDITURES			<u>73,227</u>	<u>24,160</u>	
SPLOST Fund					
Intergovernmental					
430-33-7100	Splost	R	562,475	590,000	
Total Intergovernmental			562,475	590,000	

City of Guyton
Proposed Budget - TSPLOST, Debt Service Trust, and SPLOST Funds
For the Year Ended June 30, 2024

General government - Administration					
430-1500-230	Technology	E	10,667	-	
Total General government - Administration			10,667	-	
Public safety - Police					
430-3200-230	Technology	E	99,884	-	
430-3200-5425	Police Equipment	E	52,784	-	
Total Public safety - Police			152,668	-	
Public works - Streets					
430-4200-5414	Streets - Infrastructure	E	314,690	12,900	
430-4200-5425	Streets - Equipment	E	37,133	-	
Total Public works - Streets			351,823	12,900	
Recreation					
430-6100-5424	Recreation	E	7,780	-	
Total Recreation			7,780	-	
Water & Sewer (Transfers to)					
430-9000-5430	Transfer To Water Sewer Fund	E	392,589	142,000	
Total Transfers to water & sewer			392,589	142,000	
TOTAL SPLOST EXPENSE			915,527	154,900	
TOTAL SPLOST REVENUE			562,475	590,000	
EXCESS (DEFICIT) OF REVENUES OVER (TO) EXPENDITURES			<u>(353,052)</u>	<u>435,100</u>	
Construction Trust Fund					
Interest income					
700-36-3616	Interest income	R	43	-	
Total Investment income			43	-	
Administration					
700-5317-0020	Service Charge Expense	E	80	100	
Total General government - Administration			80	100	
Water & Sewer (Transfers to)					
700-9000-1040	Transfer To Water	E	50,000	50,000	
Total Transfers to water & sewer			50,000	50,000	
TOTAL SPLOST EXPENSE			50,080	50,100	
TOTAL SPLOST REVENUE			43	-	
USE OF PRIOR YEAR RESERVES (FUND BALANCE)			<u>(50,037)</u>	<u>(50,100)</u>	

City of Guyton
Proposed Budget - Water and Sewer Fund -
Breakdown of Water and Sewer Budget Between
Water and Sewer Utility Services and Waste Water Treatment Plant Operations
For the Year Ended June 30, 2024

				Projected	Proposed
				<u>2023</u>	<u>2024</u>
Water and Sewer Expenses					
Wages					
	505-5100-0052	Salaries	E	44,996	64,300
	505-5100-0053	Overtime	E	153	-
Total Wages				45,149	64,300
Payroll tax					
	505-5122-0052	Payroll Taxes	E	2,010	5,200
Total Payroll tax				2,010	5,200
Employee benefits					
	505-5317-0010	Retirement	E	594	650
Total Employee benefits				594	650
Legal and professional					
	505-5210-0010	Audit	E	15,000	7,500
	505-5210-0012	Legal Services	E	57,911	50,000
	505-5210-0014	Professional Fees	E	166,365	170,000
	505-5210-0016	Engineering	E	13,077	15,000
	505-5210-0018	Mapping	E	24,277	30,000
Total Legal and professional				276,630	272,500
Insurance					
	505-5231-0001	Employee Insurance	E	12,150	12,200
	505-5231-0005	Workers Comp	E	276	300
	505-5231-0010	General Insurance	E	10,235	10,700
Total Insurance				22,661	23,200
Utilities					
	505-5240-0040	Utilities	E	62,450	63,000
Total Utilities				62,450	63,000
Supplies					
	505-5310-0001	Supplies	E	27,950	30,000
Total Supplies				27,950	30,000
Chemicals					
	505-5315-0001	Chemicals	E	7,867	8,000
Total Chemicals				7,867	8,000
Other					
	505-5317-0015	Office Supplies	E	116	500
	505-5317-0020	Bank Charges	E	22,521	23,000
	505-5317-0035	Dues	E	2,183	2,500
	505-5317-0040	Drinking Water Fees To Ep	E	9,104	7,000
	505-5317-0050	Gas	E	10,224	10,000
Total Other				44,148	43,000

City of Guyton
Proposed Budget - Water and Sewer Fund -
Breakdown of Water and Sewer Budget Between
Water and Sewer Utility Services and Waste Water Treatment Plant Operations
For the Year Ended June 30, 2024

				Projected	Proposed
				<u>2023</u>	<u>2024</u>
Repairs and Maintenance					
505-5310-0005	W/S Repairs & Maint	E	36,517	98,000	
505-5317-0060	Computer Software & Maintenance	E	12,002	10,000	
505-5400-0055	Capital Outlay, Cptl Imp	E	97,218	-	
505-5400-0060	Equipment	E	1,710	-	
505-5400-0065	Meters	E	45,860	65,000	
505-5400-0001	Water Repairs/Maintenance	E	42,144	-	
505-5400-0002	Water & Sewer Vehicle Expenses	E	10,409	15,000	
Total Repairs and Maintenance			245,860	188,000	
Depreciation					
505-5610-0001	Depreciation Exp.	E	345,000	345,000	
Total Depreciation			345,000	345,000	
Interest					
505-8000-5820	Interest Expense	E	324,150	320,850	
Total Interest			324,150	320,850	
Other financing uses - Interfund transfers					
505-9000-1000	Transfer To General Fund	E	-	-	
505-9000-1070	Debt Service	E	534,894	575,000	
Total Other financing uses - Interfund transfers			534,894	575,000	
Total Water and Sewer Expenses			1,949,324	1,948,700	
Waste Water Treatment Plant Expenses					
Legal and professional					
505-5210-4414	Professional Fees	E	140,923	144,000	
Total Legal and professional			140,923	144,000	
Insurance					
505-5231-4410	General Insurance	E	10,235	10,700	
Total Insurance			10,235	10,700	
Supplies					
505-5310-4400	SUPPLIES	E	11,965	15,000	
Total Supplies			11,965	15,000	
Utilities					
505-5240-4440	Utilities	E	97	100	
Total Utilities			97	100	
Repairs and Maintenance					
505-5400-4401	Wwtp Repairs/Maintenance	E	31,638	-	

City of Guyton
Proposed Budget - Water and Sewer Fund -
Breakdown of Water and Sewer Budget Between
Water and Sewer Utility Services and Waste Water Treatment Plant Operations
For the Year Ended June 30, 2024

		Projected 2023	Proposed 2024
505-5400-4405 Maintenance	E	60,063	40,000
505-5400-4455 Wwtp-Plant Misc.	E	8,956	-
Total Repairs and Maintenance		100,657	40,000
Total Waste Water Treatment Plant Expenses		263,877	209,800
TOTAL WATER FUND EXPENSES		2,213,201	2,158,500

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NO. 2023-05

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 have authority 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. Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 601 shall be amended in its entirety to now read as follows:

Section 601. R-1, Single Family Residential District

District Intent

This is the most restrictive residential district. The principal use of land is for single-family dwellings and related recreational, religious and educational facilities needed to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the single-family residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationship of each element.

A. Uses Permitted

The following uses shall be permitted in the R-1, Single Family Residential District:

- (1) Single family residences (must meet the requirements in subsection D below);
- (2) Parks or playgrounds;
- (3) Country clubs, golf courses;

- (4) General purpose or gardening, but not the keeping of poultry or non-domestic animals;
- (5) Accessory buildings and structures; and
- (6) Home business offices.

B. 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) Public and private schools;
- (2) Public buildings and utilities;
- (3) Churches, synagogues, temples, mosques or other places of worship provided that such use is housed in a permanent structure, and no structure on the lot is closer than 25 feet from any residential property line;
- (4) Day care centers or kindergartens;
- (5) Manufactured housing (subject to O.C.G.A. § 36-66-7);
- (6) Modular homes (subject to O.C.G.A. § 36-66-7);
- (7) General purpose farm or garden that includes the keeping of poultry or non-domestic animals; and
- (8) Home occupations and Home Business Offices provided that the conditions set forth in in this Ordinance, including within Section 707, are met.

C. Area Regulation

Unless otherwise specified in this ordinance, uses permitted in R-1, Single Family Residential Districts shall conform to the following requirements:

- (1) Minimum lot area: 0.5 acres;
- (2) Minimum lot width at building line: 75 feet;
- (3) Minimum front yard setback from street: 25 feet;
- (4) Minimum side yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (5) Minimum rear yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (6) Maximum percentage of lot coverage: 30%;
- (7) Maximum building height: 35 feet.

D. Single-Family Residential Standards

All Single-Family Residences must meet the following standards in the R-1 District:

- (1) All structures including the primary structure and accessory structures shall be constructed with a pitched roof having a pitch of 3 in 12 or greater;
- (2) The roof shall be covered with asphalt composition shingles, 5-V metal roofing, or tile materials. Corrugated metal or plastic panels are prohibited;

- (3) The exterior wall shall be material similar to traditional site-built housing. These materials may include clapboards, simulated clapboards such as conventional vinyl or metal siding, wood shingles, shakes, stucco, brick, brick veneer, concrete block, or similar material: but shall not include smooth, ribbed or corrugated metal or plastic panels;
- (4) The minimum horizontal dimension of the structure as installed on the site shall be 24 feet;
- (5) The minimum floor area shall be 1200 square feet;
- (6) All principal structures shall be placed on a permanent foundation. For the purposes of this section, a permanent foundation shall mean a concrete slab, concrete footers, foundation wall, pilings or post construction, which complies with the County Building Code;
- (7) In no case shall wheels, chassis, any undercarriage or transporter unit be left on any structure;
- (8) All units must meet wind-loading requirements of Federal Emergency Management Administrator and the SBCCI Codes.

Section 2. Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 602 shall be amended in its entirety to now read as follows:

Section 602. R-2, Residential District

District Intent

This residential district is created to provide low density multifamily residential dwellings, primarily in the form of two and three dwelling unit structures. Single family and other permitted uses allowed in the R-1 district are also permitted. Persons residing in this district are entitled to protection from other types of uses which are detrimental to the residential characteristics of the district. The regulations which apply to this district are designed to encourage the formation and continuance of a stable, healthy living environment for its residents.

A. Uses Permitted

The following uses shall be permitted in the R-2 Residential District:

- (1) Any use permitted in the R-1, Single-Family Residential District, except that single-family residences are not required to meet the standard listed in Section 601(D)(5) of this Ordinance.
- (2) Two-family dwellings (duplex);
- (3) Three family dwellings (triplex);
- (4) Boarding houses (not to exceed four units); and
- (5) Accessory uses and structures.

B. 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) Any special use permitted in the R-1, Single-Family Residential District; and
- (2) Nursing homes.

C. Area Regulations

Unless otherwise specified in this ordinance, uses permitted in R-2 Residential District shall conform to the following requirements:

- (1) Minimum Lot areas:
 - (a) Single family dwellings: 0.5 acres;
 - (b) Two and three family dwellings: 0.5 acres for the first two units, 4,000 square feet for each additional unit;
 - (c) Boarding houses: 0.5 acres for the first three units plus 4,000 square feet for each additional unit.
- (2) Minimum lot width at building line: 70 feet;
- (3) Minimum front yard setback from street: 25 feet;
- (4) Minimum side yard, setback from street: 25 feet; setback from other property line: 10 feet;
- (5) Minimum rear yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (6) Maximum percentage of lot coverage: 35%;
- (7) Maximum building height: 35 feet;
- (8) Minimum dwelling unit size (heated area):
 - (a) Single family dwellings: 600 square feet;
 - (b) Two and three family dwellings: 600 square feet per unit;
 - (c) Boarding houses: none.

Section 3. Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 603 shall be amended in its entirety to now read as follows:

Section 603. R-3, Medium and High Density Multifamily Residential District

District Intent

To provide for development of condominium dwelling units and medium to high density residential developments. This district's regulations are designed to encourage the formation and continuance of a stable and healthy residential environment while discouraging the encroachment of uses capable of adversely affecting the district's character.

A. Uses Permitted

The following uses shall be permitted in the R-3, Medium and High Density Multifamily Residential District:

- (1) All uses permitted in the R-1, Single Family Residential, and R-2 Residential Districts except that single family residences are not required to meet the standard listed in Section 601(D)(5);
- (2) Multiple family dwellings and apartments;
- (3) Single family condominium dwellings; and
- (4) Accessory uses and structures.

B. Special Permit Use

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) Any special use permitted in the R-1, Single Family Residential District or R-2, Low Density Multifamily Residential District.

C. Area Regulations

Unless otherwise specified in this ordinance, uses permitted in the R-3, Medium and High Density Multifamily Residential District shall conform to the following requirements:

- (1) Minimum lot area:
 - (a) Single family detached dwellings: 0.5 acres;
 - (b) Two and three family dwellings: 0.5 acres for the first two units and 4,000 square feet for each additional unit;
 - (c) Condominiums and multifamily dwellings of more than three units: 0.5 acres for the first two units; plus 2,000 square feet for each additional unit;
- (2) Minimum lot width at building line: 16 feet for condominium dwellings; 70 feet for all other uses;
- (3) Minimum front yard setback from street: 25 feet;
- (4) Minimum side yard, setback from street: 25 feet; setback from other property line: 1.0 feet; provided that for condominium dwellings which are not end units and have 0 feet side yards on each side adjoining another unit.
- (5) Minimum rear yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (6) Maximum percentage of lot coverage: 55% for condominiums; 35% for all other permitted uses;
- (7) Maximum building height: 45 feet;
- (8) Minimum dwelling unit size:
 - (a) Single family dwellings, and condominium dwellings: 300 square feet;
 - (b) Two and three family dwellings: 600 square feet per unit;
 - (c) Multi-family dwelling of more than three units: 600 square feet for the first six units; 500 square feet per unit in addition to the first twelve (12) units.

Section 4. Article 6 – Intent of Land Use Districts and Specific Land Use District Regulation, Section 604 shall be amended in its entirety to now read as follows:

Section 604. R-4, Single Family Residential District

District Intent

The intent of this district is to provide distinct areas within the city where single family dwellings are allowed by right and single-family manufactured housing are allowed on a special permit use basis. It is intended that R-4 land use districts be limited to those areas of the city where manufactured homes and single-family dwellings have historically existed together but where single-family dwellings are the dominant housing type.

A. Uses Permitted

The following uses shall be permitted in the R-4, single Family Residential District:

- (1) Single family dwellings; except that single family residences are not required to meet the standard listed in Section 601(D)(5);
- (2) Parks and playgrounds;
- (3) Country clubs and golf courses;
- (4) General purpose farm or garden, but not the keeping of poultry or non-domestic animals;
- (5) Accessory uses and structures; and
- (6) Home business offices.

B. Special Permit Uses

The following uses may be permitted in accordance with the provisions contained in Article Ten, and if any additional conditions which may be required are met:

- (1) Manufactured houses (subject to O.C.G.A. § 36-66-7);
- (2) Modular homes (subject to O.C.G.A. § 36-66-7);
- (2) Public and private schools;
- (3) Public buildings and utilities;
- (4) Churches;
- (5) Day care centers and kindergartens;
- (6) Clubs, lodges, or fraternal organizations;
- (7) General purpose farm or garden that includes the keeping of poultry or non-domestic animals;
- (8) Home occupation.

C. Area Regulations

Unless otherwise specified in this ordinance, uses permitted in the R-4, Single Family Residential District shall conform to the following requirements:

- (1) Minimum lot area: 0.5 acres;
- (2) Minimum lot width at the building line: 75 feet;
- (3) Minimum front yard setback from street: 25 feet;
- (4) Minimum side yard, setback from street: 25 feet, setback from other property line: 10 feet;
- (5) Minimum rear yard, setback from street: 25 feet; setback from other property line: 15 feet;
- (6) Maximum percentage of lot coverage: 30%;
- (7) Maximum building height: 35 feet.

Section 5. Article 10 – Enforcement and Administration, Section 1005 shall be amended in its entirety to now read as follows:

Section 1005. Special Permit Uses

The uses listed under the various land use districts (Article Six) as "special permit uses" are so classified because they more intensely dominate the area in which they are located than do other uses, which are called permitted uses. Special permit uses are uses which would not normally be appropriate in a district unless strictly controlled as to size, lot coverage, impact on public services, visibility, traffic and other such characteristics. The following procedure is established to integrate the special permit uses with other land uses located in the district. These uses shall be reviewed and authorized or rejected under the following procedure:

- (1) When applying for a building permit, the applicant shall be informed by the Planning and Zoning Director that the proposed use is a Special Permit Use. The matter will then be referred to the Planning and Zoning Commission;
- (2) An application for special permit use shall be filed with the Building and Zoning Clerk at least thirty (30) days prior to the next regularly scheduled meeting of the City Planning and Zoning Commission. Such application shall be in substantially the same form as shall be available at City Hall, shall contain all information requested thereon and any other material or information pertinent to the request which the Planning and Zoning Commission may require, and shall contain the notation of the Planning and Zoning Clerk that the appropriate fee has been paid to the City of Guyton.
- (3) Public Hearings, Public Hearing Procedures, standards for consideration of applications for Special Permit Uses, and conditions for approval.
 - (A) Required Public Hearings

No official action shall be taken on any proposed Special Permit Use unless one public hearing has been held. The public hearing shall be conducted by the Planning and Zoning Commission.

(B) Procedure for Calling a Public Hearing

1. Prior to scheduling required public hearings, applicants shall complete all submission requirements provided by the Planning and Zoning Director (e.g., forms, fees, deeds, maps, etc.).
2. After the applicant satisfies all submission requirements, the Planning and Zoning Director shall notify the applicant of the date, time, and place of the required public hearing. Notice of such hearing shall be provided via mail to the owner of the property that is the subject of the proposed action at least 30 days prior to the hearing.
3. At least 30, but not more than 45 days prior to scheduled public hearings, the Planning and Zoning Director shall publish in the newspaper of general circulation, notice of the date, time, place, and purpose of the public hearing.
4. Not less than 30 days prior to the date of a public hearing, the Planning and Zoning Director shall post in a conspicuous location on the property in question a sign which shall contain information regarding the hearing on the proposed Special Permit Use; specifically, the date, time, place, and purpose of the public hearing.
5. The primary goal of conducting public hearings on a proposed special permit use shall be to solicit pertinent factual information which will be beneficial in helping the Planning and Zoning Commission evaluate the merits of each specific proposed special permit use.
6. Notice to Property Owners. The Planning and Zoning Director shall give notice of the date, time, place, and purpose of public hearings to be held by the Commission on proposed special permit uses to the owners of all properties abutting any part of the property for which approval of a special permit use is sought. The failure to notify as provided in this section shall not invalidate any recommendations or action adopted hereunder.
7. Action of Planning and Zoning Commission. The Planning and Zoning Commission may approve the application as requested, or it may require conditions for approval, or it may deny the application.
8. Denial of Applications for Special Permit Uses. If the decision of the Planning and Zoning Commission is to deny the Special Permit Use, then the same property may not again be considered for a Special Permit Use until the expiration of at least six (6) months immediately following denial of the Special Permit Use by the Planning and Zoning Commission.
9. Appeals of Decision. Appeals of the Planning and Zoning Commission decision shall go to the City Council. A written appeal must be submitted to the Planning and Zoning Director within fifteen (15) days of the decision from which appeal is taken.

(C) Procedure for Conducting a Public Hearing

Public hearings on special permits shall be conducted in the same manner as described in Section 1205 for zoning amendments.

(D) Standards for consideration of applications for Special Permit Uses

An application for a Special Permit Use may be granted by the Planning and Zoning Commission only if the applicant establishes to the satisfaction of the Planning and Zoning Commission that:

1. Neither the proposed use nor the proposed site upon which the use will be located will have significant adverse impact upon the value or quiet possession of surrounding properties greater than would normally occur from generally permitted uses in the zoning district. In reaching a determination on this standard, the Planning and Zoning Commission (or City Council if applicable) shall consider:

- a. The size of the proposed use compared with the surrounding uses;
- b. The intensity of the proposed use including amount to be generated, hours of operation, expanse of pavement, and similar measures of intensity of use, compared with surrounding uses.
- c. The potential generation of noise, dust, odor, vibration, glare, smoke, litter and other nuisances;
- d. Unusual physical characteristics of the site, including size of the lot, shape of the lot, topography, and soils, which may tend to aggravate adverse impacts upon surrounding properties;
- e. The degree to which landscaping, fencing and other design elements have been incorporated to mitigate adverse impacts on surrounding properties.

2. City or other facilities serving the proposed use will not be overburdened or hazards created because of inadequate facilities. In reaching a determination on this standard, the Planning and Zoning Commission (or City Council if applicable) shall consider:

- a. The ability of the traffic to safely move into and out of the site at the proposed location;
- b. The presence of facilities to assure the safety of pedestrians passing by or through the site;
- c. The capacity of the street network to accommodate the proposed use;
- d. The capacity of the sewerage and water supply systems to accommodate the proposed use;
- e. The capacity of the storm drainage system to accommodate the proposed use;
- f. The ability of the fire department to provide necessary protection services to the site and development.

3. The natural characteristics of the site, including topography, drainage, and relationship to ground and surface waters and floodplain shall not be

such that the proposed use when applied on the site will cause undue harm to the environment or to neighboring properties.

(E) Conditions for approval of proposed Special Permit Uses

Upon consideration of the standards listed in section (D) above, the Planning and Zoning Commission and/or the City Council may require such conditions, in addition to those required by other provisions of the City of Guyton Zoning Ordinance, as it finds necessary to ensure compliance with those standards and all other applicable requirements of the Zoning Ordinance. Violation of any of those conditions shall be a violation of the Zoning Ordinance. Such conditions may include, but are not limited to, specifications for: type of landscaping/vegetation, increased setbacks and yards, buffers, specified sewage disposal and water supply facilities, hours of operation, operational controls, professional inspection and maintenance, sureties, location of piers, docks, parking, and signs, and types of construction.

Section 6. Article 10 – Enforcement and Administration, Section 1006 shall be amended in its entirety to now read as follows:

Section 1006. Variances

The Planning and Zoning Commission may authorize a variance from the requirements of this ordinance where it can be shown that owing to special and unusual circumstances related to a specific lot, strict application of the ordinance would cause an undue or unnecessary hardship. No variance shall be granted to allow the use of property for a purpose not authorized within the zoning district in which the proposed use would be located. In granting a variance, the Planning and Zoning Commission may attach conditions which it finds necessary to protect the best interests of the surrounding property or vicinity and otherwise achieve the purpose of this ordinance.

A. Conditions Governing the Granting of a Variance

A variance may be granted by the Planning and Zoning Commission only in the event that all of the following circumstances exist:

- (1) Exceptional or extraordinary circumstances apply to the property which do not apply generally to other properties in the same vicinity, and result from lot size or shape, topography or other circumstances over which the owners of the property since enactment of this ordinance have had no control;
- (2) The variance is necessary for the preservation of a property right of the applicant substantially the same as owners of property in the same zoning district or vicinity possess;
- (3) The variance would not materially be detrimental to the purposes of this ordinance or to property in the same zone or vicinity in which the property is located, or otherwise conflict with the objective of any city plan or policy;
- (4) The variance requested is the minimum variance which would alleviate the hardship;

- (5) The lot in question cannot yield a reasonable return unless the variance is granted; and
- (6) The need for a variance is not the result of the action of the owner or previous owner.

B. Public Hearings, Public Hearing Procedures, and Procedures for Taking Action on proposed Variances

(1) Required Public Hearings

No official action shall be taken on any proposed Variance unless a public hearing has been held by the Planning and Zoning Commission. Public Hearings on Variances shall be conducted in the same manner as described in Section 1205 for zoning amendments.

(2) Procedure for Calling a Public Hearing

(a) Prior to scheduling the required public hearings, applicants shall first complete all submission requirements provided by the Planning and Zoning Director (e.g., forms, fees, deeds, maps, etc.). A complete application must be filed (30) thirty days prior to the Planning and Zoning Commission meeting where the application will be heard. The application shall be substantially in the same form as shall be available at City Hall and shall contain the notation of the City Clerk or Finance Director that the appropriate fee has been paid and shall be accompanied by a list of names and addresses of all abutting property owners of the property for which the variance is requested, as shown by the current tax maps and indexes thereof. The failure to notify as provided in this section shall not invalidate any recommendations or actions adopted hereunder.

(b) The Planning and Zoning Director shall then notify the applicant of the date, time, and place of the required public hearing. Notice of such hearing shall be provided via mail to the owner of the property that is the subject of the proposed action at least 30 days prior to the hearing.

(c) At least 30, but not more than 45 days prior to scheduled public hearings, the Planning and Zoning Director shall publish in the newspaper of general circulation, notice of the date, time place, and purpose of the public hearing.

(d) Not less than 30 days prior to the date of a public hearing, the Planning and Zoning Director shall post in a conspicuous location on the property in question a sign which shall contain information regarding the proposed Variance; specifically, the date, time, place, and purpose of the public hearing.

(e) The official action shall not be taken on a proposed variance by the Planning and Zoning Commission until after the required public hearing has been conducted. The Commission may conduct more than one hearing if the Commission deems necessary.

(f) The primary goal of conducting public hearings on a proposed variance shall be to solicit pertinent factual information which will be beneficial in helping the Planning and Zoning Commission evaluate the need of the proposed variance.

(3) Notice to Property Owners

The Planning and Zoning Director shall give notice of the date, time, place, and purpose of public hearings to be held by the Planning and Zoning Commission on proposed variances or special permits by mail to the owners of all properties abutting any part of the property proposed to be changed. The failure to notify as provided in this Section shall not invalidate any recommendations or action adopted hereunder.

(4) Action By Planning and Zoning Commission.

The Planning and Zoning Commission shall render its decision based on the variance criteria in Section 1006(A) above. The Planning and Zoning Commission shall notify the applicant within five days of its decision.

(5) Time Limit on Permit for Variance.

Authorization of a variance shall be void after one year unless substantial construction has taken place. However, the Planning and Zoning Commission may extend authorization for an additional period not to exceed one year, on request.

(6) Denial of Variances.

Decisions of the Planning and Zoning Commission may be appealed to the City Council as described in Section 1203 of this ordinance. If the decision of the Planning and Zoning Commission is to deny the Variance, then the same property may not again be considered for a Variance the expiration of at least six (6) months immediately following the defeat of the Variance by the Planning and Zoning Commission.

Section 7. Article 11 – Appeals, Section 1105 shall be amended in its entirety to now read as follows:

Section 1105. Court Review of City Council Action

(1) Any person, persons, or entities jointly or severally aggrieved by a final zoning decision may appeal the decision as provided in O.C.G.A. § 36-66-5.1.

(2) In order to comply with O.C.G.A. § 36-66-5.1(c), the Mayor or Planning and Zoning Director, as appropriate, is authorized to issue certiorari bonds and certificates of costs.

(3) For purposes of certiorari proceedings, the Mayor or Planning and Zoning Director, as appropriate, is authorized to accept service.

Section 8. Article 12 – Amendments to the Zoning Ordinances, Section 1205 shall be amended in its entirety to now read as follows:

Section 1205. Public Hearings, Public Hearing Procedure, and Rezoning Standards

(1) Required Public Hearings

No official action shall be taken on any proposed zoning amendment unless a public hearing has been held. The public hearing shall be conducted by the Planning and Zoning Commission.

(2) Procedure for Calling a Public Hearing

(a) Prior to scheduling of the required public hearing, applicants shall first complete all submission requirements provided by the Planning and Zoning Director (e. g., forms, deeds, maps, etc.) Incomplete applications shall not be processed. There shall be no amendment made to the application once submitted.

(b) The Planning and Zoning Director shall then notify the applicant of the date, time, and place of the required public hearing. Notice of such hearing shall be provided via mail to the owner of the property that is the subject of the proposed action at least 30 days prior to the hearing.

(c) At least 30, but not more than 45, days prior to scheduled public hearings, the Planning and Zoning Director shall publish in the newspaper of general circulation, notice of the date, time, place, and purpose of the public hearing.

(d) If a zoning amendment is for the rezoning of property, the public notice shall also include: (1) the location of the property; (2) the present zoning classification of the property; and (3) the proposed zoning of the property.

(e) Not less than 30 days prior to the date of a public hearing, the Planning and Zoning Director shall post in a conspicuous location on the property in question a sign which shall contain information regarding the proposed rezoning (specifically, the date, time, place, and purpose of the public hearing).

(f) No official action shall be taken on a proposed amendment by the City Council until after the required public hearings have been conducted.

(g) The primary goal of conducting public hearings on proposed zoning amendments shall be to solicit pertinent factual information which will be beneficial in helping the Planning and Zoning Commission and the City Council evaluate the merits of each specific proposed amendment.

(3) Notice to Property Owners.

The Planning and Zoning Commission shall give notice of the date, time, place, and purpose of public hearings to be held by it on proposed amendments or supplements by mail to the owners of all properties abutting any part of the property proposed to be changed. The failure to notify as provided in the Section shall not invalidate any recommendations adopted hereunder.

(4) Action on Planning and Zoning Commission.

The Planning and Zoning Commission may recommend that the application be granted as requested, or it may recommend a modification of the zoning amendment requested in the application, or it may recommend that the application not be granted. These recommendations shall then be certified to the City Council.

(5) Action of the City Council.

The City Council shall consider the recommendations of the Planning and Zoning Commission and vote on the proposed amendment to the text or map of the Zoning Ordinance after the Planning and Zoning Commission's public hearing. If the proposed amendment is not recommended by the Planning and Zoning Commission, the favorable vote of a majority of the entire membership (3 of 4

members) of the City Council shall be required to make the amendment effective. The applicant and others so requesting shall receive notice of the decision of the City Council through the Planning and Zoning Director.

(6) Conditions of Zoning Amendments.

Upon consideration of the standards listed below, the Planning and Zoning Commission may recommend and the City Council may require such conditions, in addition to those required by other provisions of this Ordinance. Violation of any of those conditions shall be a violation of this Ordinance. Such conditions may include, but are not limited to, specifications for: type of landscaping/vegetation, increased setbacks and yards, specified sewage disposal and water supply facilities, hours of operation, operational controls, professional inspection and maintenance, sureties, location of piers, docks, parking and signs, and types of construction.

(7) Denial of Rezoning.

If the decision of the City Council is to deny the rezoning of property, then the same property may not again be considered for rezoning until the expiration of at least six (6) months immediately following the denial of the rezoning by the City Council.

(8) Action by City to Rezone Property to Original Zoning.

When an amendment (rezoning) has been granted for a parcel of land on request by the owner or his agent and no building permit has been applied for within twelve (12) months of the date of the rezoning, the Planning and Zoning Director will initiate action to rezone the parcel to its original zoning. The procedures in this article shall be followed, except that no fees shall be paid.

(9) Procedure for Conducting a Public Hearing

(a) All public hearings on zoning amendments shall be chaired by either the Chairman of the Planning and Zoning Commission or the Mayor of Guyton or their designees.

(b) A secretary shall record the proceedings of the public hearing. If requested by any party, verbatim transcripts of the public hearing can be prepared, but only if requested and purchased in advance by the requesting party.

(c) The record of the public hearing and all evidence submitted at the public hearing shall be recorded as such and become a permanent part of the particular zoning amendment's file.

(d) The Chairman of the Planning and Zoning Commission or his or her designee shall preside at the public hearing and shall identify speakers, maintain order, and conduct the public hearing.

(e) The process to be followed in conducting these hearings shall be as follows:

1. The presiding officer shall open the hearing by setting the specific zoning amendment being considered at the public hearing.

2. Speakers at the public hearing shall be allowed no less than ten (10) minutes per side for the presentation of data, evidence, and opinions, provided, however, that the presiding officer may at his or her discretion elect to extend this time period equally to proponents and opponents. .

3. The presiding officer shall recognize the individual parties wishing to testify or present evidence and allow them to present this information.

4. Once all parties have concluded their testimony, the presiding officer shall adjourn the public hearing.

(10) Zoning Amendment Criteria

The following factors will be used to determine whether the rezoning is appropriate:

- (a) Whether the rezoning is a logical extension of a zoning boundary which would improve the pattern of uses in the general area;
 - (b) Whether the rezoning is an illogical extension of a zoning boundary;
 - (c) Whether the rezoning is likely to lead to neighborhood deterioration, the spread of blight, and requests for additional zoning of a similar nature which would expand the problem;
 - (d) Whether the rezoning would result in spot zoning or generally be unrelated to either existing zoning or the pattern of development of the area;
 - (e) Whether the rezoning would create traffic which would traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards;
 - (f) Whether the rezoning conforms to the general expectations for population growth and distribution;
 - (g) Whether the rezoning would limit options for the acquisitions of future planned public facility sites, roads, open-space, etc.;
 - (h) Whether the rezoning would result in major changes in existing levels of public service, and/or fiscal stability;
 - (i) Whether the rezoning would achieve short term goals at the expense of long-term development goals;
 - (j) Whether the rezoning will adversely affect property values in the adjacent areas;
 - (k) Whether the rezoning will have an adverse physical impact on surrounding properties;
 - (l) Whether there are substantial reasons why the property cannot be used in accordance with its present zoning classification; and
 - (m) Whether the rezoning conforms to policies and recommendations contained in the Guyton and/or Effingham County Comprehensive Plan.
- A negative finding on one or more of these criteria shall not preclude approval of a rezoning.

Section 9. 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 10. This ordinance shall become effective immediately upon its adoption by the City Council.

Section 11. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this the ____ day of _____, 2023.

CITY OF GUYTON

RUSS DEEN, Mayor

ATTEST:

MEKETA BROWN, City Manager

AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES



City of Guyton

This agreement is made and entered into this ____ day of _____, 2023, by and between The **City of Guyton**, an incorporated municipality existing under the Laws of the State of Georgia and situate, lying and being within Effingham County (hereinafter "Owner"), whose address for any formal notice is 310 Central Blvd Guyton, Georgia 31312, and **EOM Operations, a division of EOM Public Works, LLC**, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "EOM"), whose address for any formal notice is 480 Edsel Drive, Ste. 100, Richmond Hill, GA 31324.

Owner and EOM agree:

1. General Conditions and Definitions

18.1 General

1.1.1 All grounds, facilities, equipment and vehicles now owned by the Owner or acquired by Owner shall remain the property of the Owner.

1.1.2 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.

1.1.3 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.

1.1.4 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and EOM.

1.1.5 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "Owner" and "EOM" shall include their respective officers, agents, directors, elected or appointed officials, and employees.

1.1.6 Time is of the essence.

18.2 Definitions

1.2.1 "Base Fee" means the compensation paid by Owner to EOM for the base services defined in Section 2 of this Agreement for any year of the Agreement related to labor, employee benefits, overhead, general liability, workers compensation, payroll taxes, personal protective equipment, cellular phones and uniforms. The Base Fee is specified in Section 5.1 of this Agreement and will be renegotiated annually. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.

1.2.2 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner's NPDES permit. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, and herbicides.

1.2.3 "BOD" means Biochemical Oxygen Demand.

1.2.4 "Outside the Scope of Services" means those services which are not within EOM's Scope of Services (which are described in Section 2 of this Agreement).

1.2.5 "Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long-term events (greater than one year). Such events or services include, but are not limited to, services and/or cost presently the responsibility of Owner, newly mandated regulatory requirements, construction and the impact thereof, and changes in the Project(s) characteristics.

1.2.6 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in EOM's Costs, but are related to or similar in nature to the services contemplated under this Agreement, including, but not limited to, services and/or cost for plant or facility upgrades, rate studies, short-term construction and the impacts thereof, engineering studies, and other short-term incidental projects.

1.2.7 "Project" means all equipment, vehicles, grounds, and facilities described herein, and, where appropriate, the operations, maintenance, and management of such including without limitation each of the Owner's Wells, the Owner's wastewater collection systems, Owner's wastewater treatment plant, the Owner's potable/treated water distribution systems, each of the Owner's Lift Stations.

1.2.8 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000.00) and/or are deemed by the Owner to be a Capital Expenditure; or (2) Major Repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00); or (3) expenditures that are planned, non-routine, and budgeted by Owner.

1.2.9 "Repair Costs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure of or to avert a failure of the equipment, sewer, vehicle or facility or some component thereof.

1.2.10 "Major Repairs" means those repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00).

1.2.11 "Preventive Maintenance Cost" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or EOM to maximize the service life of the equipment, sewer, vehicles, and facility.

1.2.12 "Force Majeure" means any event or condition including but not limited to (i) fire, flood, strike, acts of God, acts of public enemy, war blockage, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body ; (iii) labor disputes, strikes, work showdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of EOM; (iv) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

1.2.13 "TSS" means total suspended solids.

1.2.14 "Unforeseen circumstances" means any event or condition including but not limited to (i) force majeure events or conditions; (ii) mechanical failure due to design flaws, normal wear and tear or improper installation provided by others; (iii) the presence of Biologically Toxic Substances in the influent or the presence of

hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project.

1.2.15 "Adequate Nutrients" means plant influent nitrogen, phosphorous, and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BODs.

2. Scope of Services

EOM acknowledges and agrees that it SHALL:

2.1 General

2.1.1 Provide operations services to include the Owner's water treatment and distribution systems, wastewater collections systems, wastewater treatment system and streets. The operations services EOM shall provide include managing, operating and maintaining the above mentioned systems within their respective design capacities and capabilities to meet the requirements of all of their associated permits.

2.1.2 Pay all labor expenditures incurred in performing operations services related to EOM's Scope of Services except to the extent those labor expenditures are incurred as a result of performance of Owner's responsibilities, which are identified in Section 4 of this Agreement.

2.1.3 Alter as needed the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of Five Thousand Dollars (\$5,000.00).

2.1.4 Staff the Project with sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and, where appropriate, has met the certification requirements mandated by the State of Georgia. A Class 1 Water and Class 1 Wastewater Operator will provide oversight on the Project.

2.1.5 Maintain a computerized maintenance management system (CMMS) software platform for operations and maintenance. The CMMS software platform will track all preventative and corrective maintenance activities, cost and histories. Historical data will be readily available. The data will belong to the Owner at the end of each calendar year during the term of this Agreement.

2.1.6 Maintain a detailed inventory control system for routine and critical spare parts to include current levels, purchasing history and usage.

2.1.7 EOM agrees to provide job-related training for personnel in the areas including, but not limited to, operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform work required of their respective positions, EOM shall provide the training and agree with the employee to a reasonable timeframe for the employee to qualify for such certificate, license or authority.

2.1.8 Place, at each permanently staffed project facility, a copy of EOM's Corporate Safety Program, and provide all employees training specific to this Program within forty-five (45) days from the effective date of this Agreement. This program will include weekly documented safety training, job safety analysis, emergency response plan, chemical hygiene plan, and an annual safety review.

2.1.9 Provide documentation and assistance for the Owner to enforce all warranties on new equipment after the effective date of the Agreement.

2.1.10 Be responsible for the operation and monitoring of the Project 24 hours per day, 7 days per week. Staffing levels will be sufficient to meet safety requirements and all regulatory agency requirements at all times, including response to emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. EOM shall designate, as a minimum, one (1) staff member as standby to respond to such calls.

2.1.11 Maintain aesthetics of the facilities:

2.1.11.1 In general, maintain all facilities in a clean, neat, and orderly fashion.

2.1.11.2 Administrative and other occupied spaces shall be kept clean, dry, and habitable.

2.1.11.3 Other spaces and floors shall be free of sewage, screenings, sludge, and debris.

2.1.11.4 Equipment, tools, and materials will be properly stored.

2.1.11.5 Grass shall be maintained, and other grounds shall be free of noxious weeds.

2.1.12 Assist Owner in the annual budget preparation process to include a list of all anticipated capital expenditures and operating budgets.

2.1.13 Utilize Owner-provided security devices during EOM's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm, where applicable. Upon exiting the Project, EOM shall make sure that all Project gates and structures are locked and that any security alarms are activated.

2.1.14 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.

2.1.15 Document all repairs and maintenance performed for the project. Owner shall have the right to inspect these records during normal business hours.

2.1.16 Provide Owner with monthly reports containing treatment performance data, completed work orders, budget expenses, inventory and project updates.

2.1.17 EOM shall perform services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

2.1.18 EOM agrees to abide by, and be in compliance with, all applicable federal, state, and local laws. EOM agrees to cooperate with Owner and timely provide any records within its possession, custody or control requested by Owner which may be subject to Owner's disclosure requirements under the Georgia Open Records Act.

2.2 Wastewater Treatment Plant

2.2.1 Within the design capacity and capability of the Wastewater Treatment Plant, manage, operate, and maintain the facility described in Appendix A so that effluent discharged from the facility meets the requirements specified in NPDES Permit No. GAJ040010, unless one or more of the following events occurs and such events are not caused by the actions or inactions of EOM: (1) Plant influent does not contain Adequate Nutrients to support operation of the facility's biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process(es) and facility; (2) discharges into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance; and (3) the flow, influent biochemical demand (BODs), and/or total suspended solids (TSS) exceeds the Plant's design parameters.

2.2.2 Operate the facilities in a manner such that odor and noise are minimized within the design capacity and capabilities of the facilities. The cost of any upgrades or modifications to the facility above its capacity and specifications to accomplish this will be treated as a Capital Improvement.

2.2.3 Prepare and submit transmittals to appropriate agencies all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. EOM shall comply with all current local, State, and Federal notice and reporting requirements regarding violations, upsets, excursions or emergencies related to the Wastewater Treatment Facilities.

2.2.4 Manage the disposal of screenings, grit, scum, sludge, and biosolids or existing disposal sites. Disposal expenses including landfill rates, hauling costs or tipping fees shall be borne by the Owner. Owner and EOM agree that Owner is the generator of the screenings, grit, scum, sludge, and biosolids.

2.2.5 Perform all laboratory testing and sampling currently required by the NPDES permit. EOM to implement industry standard Quality Assurance/Quality Control (QA/QC) laboratory program. Additional external laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.

2.2.6 Prepare monthly reports as required by the current NPDES permit for the wastewater and water treatment facility and transmit to appropriate agencies.

2.2.7 Develop and implement a wastewater treatment plant operations and maintenance program and document all activities in a CMMS platform.

2.3 Water Treatment

2.3.1 Within the design capacity of each of the Owner's Water Wells, EOM shall manage, operate, and maintain the Wells described in Appendix C so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations. EOM shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials above acceptable limits.

2.3.2 Within the design capacity of the Water Wells, EOM shall create and facilitate Well check procedures, to ensure proper operations and maintenance of the Wells by EOM personnel (7) days per week.

2.3.3 Within the design capacity of the Water Wells, EOM shall develop compliance monitoring schedules and an execution plan of said schedules, to ensure EOM employees are providing correct and active testing procedures, so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

2.3.4 EOM shall perform and/or arrange all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations. Additional laboratory testing and sampling requested by the Owner will be provided at a fee per test basis, said fee to be determined and agreed upon at the time of the request.

2.3.5 EOM to prepare monthly reports as required by Owner's current groundwater withdrawal and public water system permits and transmit to appropriate agencies.

2.4 Wastewater Pump Stations

2.4.1 Conduct daily checks on weekdays and record findings of each lift station via SCADA. Check all stations without RTUs on an as-needed basis to ensure proper operation.

2.4.2 Within the design capacity and capability of the Project, manage, operate, and maintain the wastewater pump stations described in Appendix B to ensure overflows are minimized. All services contemplated herein shall be performed in accordance with industry standards subject to the capabilities of equipment provided to EOM by Owner.

2.4.3 Respond to pump station alert notifications via electronic communications and for those requiring on site response within one (1) hour of notification. EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure additional services necessary. If no contact is made within the specified time, EOM is authorized to secure the necessary services. Owner shall be invoiced in accordance with Section 5.1.

2.4.4 In the event cleaning or inspection discloses a requirement to excavate, EOM shall exercise due diligence to make required repairs. If the pump station cannot be repaired using equipment assigned to the Project for EOM's use and in accordance with OSHA requirements, EOM will bypass the affected area (when possible) and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor to perform the necessary repairs or contract with a third party directly. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with the Section 5.1.

2.4.5 Manage the disposal of screenings, grit, scum, and other debris to existing disposal sites. Disposal expenses including landfill rates, hauling costs or tipping fees shall be borne by the Owner. Owner and EOM agree that Owner is the generator of the screenings, grit, scum, sludge, and biosolids.

2.4.6 Maintain a record of maintenance and repair activities, including: for routine cleaning, the date, location, and, to the degree possible, cause(s) of the need for maintenance and repair; and for other observations or activities, a record of the date, time, and a brief description.

2.5 Wastewater Collections and Transportation System

2.5.1 Within the design capacity and capability of the Project, manage, operate, and maintain the wastewater collection and transportation system so that free-flowing conditions are maintained and overflows are minimized. All services contemplated herein shall be performed in accordance with industry standards subject to the capabilities of equipment provided to EOM by Owner.

2.5.2 Respond to blockages upon one (1) hour notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for EOM's use, EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor having the equipment necessary to clear the blockage or otherwise repair the line to restore free-flowing conditions. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with Section 5.1.

2.5.3 In the event cleaning or inspection discloses a requirement to excavate, EOM shall exercise due diligence to make required repairs. If the line cannot be repaired using equipment assigned to the Project for EOM's use and in accordance with OSHA requirements, EOM will bypass the affected area (when possible) and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor to perform the necessary repairs or contract with a third party directly. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with Section 5.1.

2.5.4 Manage the disposal of screenings, grit, scum, and other debris to existing disposal sites. Disposal expenses including landfill rates, hauling costs or tipping fees shall be borne by the Owner. Owner and EOM agree that Owner is the generator of the screenings, grit, scum, sludge, and biosolids.

2.5.5 Maintain a record of activities, including: for routine cleaning, the date, location, and feet of lines serviced; for blockages, the date, time, location, and, to the degree possible, cause(s) for such blockage; and for other observations or activities, a record of the date, time, and a brief description.

2.5.6 Assist Owner with dye and smoke testing to locate laterals, broken lines, and illegal connections.

2.5.7 Repair gravity sewer and force main lines as required utilizing available Owner's equipment.

2.5.8 Report to the Owner, on a monthly basis, corrective repairs accomplished, as well as those needed for collection system operation, including all grinder pumps.

2.5.9 Provide timely sewer line locates, within three (3) business days of request if directed by 'Call 811'.

2.5.10 EOM shall perform repairs to sewer taps as requested by the Owner.

2.5.11 In the course of performing work on the Owner's wastewater collections and transportation system, EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation related to utility repairs under 4 feet wide and 4 feet long, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction and traffic control procedures. The Owner shall provide backfill materials to EOM and EOM shall compact such excavation material to the Owner's standards for resurfacing. EOM shall also be responsible for finished resurfacing and/or re-sodding through utilization of the Owner's resources or those of others with approval of the Owner. The Owner shall have the right to inspect and test any or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with Owner's standards and specifications for such construction.

2.5.12 EOM shall be entitled to receive additional compensation for service requests requiring alteration, modification, addition or deletion of any existing collection system components pursuant to Section 2.10 Scope Changes.

2.5.13 Respond to emergency conditions without a work order and within one (1) hour of being notified or otherwise learning of such emergency.

2.5.14 New sewer taps will be the responsibility of the Developer or Builder or owner of the property being served by the tap(s). The Owner may request special taps for previously undeveloped lots served by the Owner's water and sewer system. Such taps may be subject to out of scope charges depending on size, duration and other circumstances that would exceed the capabilities of the in scope labor.

2.6 Water Meters

2.6.1 EOM will provide meter reading and meter repair. The scope of work will focus on replacement on an as-needed basis and customer satisfaction.

2.6.2 Read all water meters as required by the Owner's current schedule.

2.6.3 Perform all Owner-issued service orders consisting of service and delinquent connects and disconnects, rereads, accuracy and pressure tests, service leak repairs, and malfunction (still) meter replacements.

2.6.4 Provide computerized process control data on connects, disconnects, and replacement meters.

- 2.6.5 Make timely/priority response to calls from citizens relating to repairs or inquiries about the water system.
- 2.6.6 Any new service connections will be done by the Owner or provided by EOM to be billed as incidental services.
- 2.6.7 EOM will perform the installation of water meters for new residential or commercial construction.
- 2.6.8 EOM will perform services for new meter installations under 2" and no more than 10 meters within three (3) working days after receipt of a work order calling for such installation, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of EOM which prevent installation, in which case, such work will be completed as soon as the parts are obtained.
- 2.6.9 Complete work orders for disconnections, reconnections, meter tests, and other general work orders for existing water services in a timely manner and in no event later than the third (3rd) working day after receipt of a work order, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of EOM which prevent the completion of such work, in which case such work will be completed as soon as the parts are obtained.
- 2.6.10 Owner will establish reading routes for new service areas.
- 2.6.11 Respond to emergency conditions without a work order and within one (1) hour of being notified or otherwise learning of such emergency.

2.7 Water Distribution System

2.7.1 Within the design capacity and capability of the Project, EOM shall operate, maintain, and repair the Owner's treated water distribution system, as described herein, in accordance with generally accepted industry standards, environmental regulations, and the Owner's construction standards in such a manner as to efficiently deliver treated water to the Owner's customers, with available equipment provided by Owner.

2.7.2 In the event cleaning or inspection discloses a requirement to excavate, EOM shall exercise due diligence to make required repairs. If the line cannot be repaired using equipment assigned to the Project for EOM's use and in accordance with OSHA requirements, EOM will bypass the affected area (when possible) and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor to perform the necessary repairs or contract with a third party directly. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with the out-of-scope provisions of this Agreement.

2.7.3 EOM shall respond to any water distribution system pipe line leak or break as soon as possible, but, in any event, within one (1) hour of being notified or otherwise learning of such leak or break.

2.7.4 EOM shall be entitled to receive additional compensation for service requests requiring alteration, modification, addition or deletion of any existing water distribution system components pursuant to Section 2.10 Scope Changes.

2.7.5 Maintain a water distribution system flushing program that will include, as a minimum, regular flushing of dead-end system main lines.

2.7.6 EOM shall affect proper repair of any water distribution system leaks or breaks which occur within any water and/or service lines up to and including the water meter installation located on public or private property. EOM shall not be responsible for repair of any leaks or breaks in water service lines from the customer side of the

water meter installation to the dwelling located on either public or private property. However, EOM shall make reasonable effort to notify available occupants of such property that a leak or break exists or post such notice in a conspicuous location on the property. If a leak or break between the water meter installation and property dwelling is severe to the extent that it could cause real or personal property damage, EOM shall have the right to shut off such service and shall make reasonable effort to contact property occupants available or post notice to contact EOM.

2.7.7 Provide timely water line locates, within three (3) business days of request if directed by 'Call 811'.

2.7.8 Perform repairs water hydrants as requested by the Owner.

2.7.9 In the course of performing work on the Owner's distribution system, EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction and traffic control procedures. The Owner shall provide backfill materials to EOM and EOM shall compact such excavation material to the Owner's standards for resurfacing. EOM shall also be responsible for finished resurfacing and/or re-sodding through utilization of the Owner's resources or those of others with approval of the Owner. The Owner shall have the right to inspect and test any or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with Owner's standards and specifications for such construction.

2.7.10 New water taps will be the responsibility of the developer, builder or owner of the property being served by the tap(s). The Owner may request special taps for previously undeveloped lots served by the Owner's water system. Such taps may be subject to out of scope charges depending on size, duration and other circumstances that would exceed the capabilities of the in scope labor.

2.8 Streets

2.8.1 Perform maintenance for all streets, right-of-way and medians within the Owner's current municipality. Maintenance services shall include litter and debris removal, mowing and edging, pothole repairs, ditch cleaning, traffic control device repairs, sidewalk repairs and graffiti removal.

2.8.2 Repair, replace, and install City traffic control devices as needed per MUTCD guidelines utilizing Owner supplied equipment. Roadway restriping, installation of continuous rumble strips, replacement and/or installation of raised pavement markers, and installation of electronic traffic control devices shall be considered out of scope capital improvements.

2.8.3 Maintain and repair Owner sidewalks as needed within the Owner's Municipal boundaries. A sidewalk repair shall be defined as having an area equal to or less than 60 square feet.

2.8.4 EOM will address potholes for streets within the Owner's current municipality. Pothole repairs shall be defined as any breach in an asphalted public road surface no more than 2 inches in depth and 24 inches at its widest point. All requested road repairs beyond these parameters shall be considered incidental services. EOM will utilize Owner supplied equipment for repairs. If such equipment is not available, EOM will secure the equipment necessary to complete the repairs. Owner shall be invoiced in accordance with the out-of-scope provisions of this Agreement.

2.8.5 Provide yard waste pickup once a week.

2.8.6 Mow rights-of-way within the Owner's City limits twice per month during the growing season based on acceptable weather conditions.

2.8.7 EOM will respond within one (1) hour of a report of any emergency traffic condition, as determined by the Police or Fire departments. EOM's response shall be limited to municipal street and municipal jurisdiction repairs that can be made using equipment and supplies currently available to EOM.

2.8.8 EOM will promptly report any observed need for maintenance on a street that is not a municipal street.

2.8.9 Maintain all city-owned and city-controlled easement and ditches used for storm water drainage to allow for free flowing conditions utilizing Owner's or third-party equipment. Owner shall pay for third-party equipment costs. Any repairs requiring additional personnel not allocated to the Project will be reviewed with Owner prior to completion of work.

2.8.10 EOM will utilize inmate labor currently allocated to the department for public works activities.

2.8.11 EOM will assist the City during budget preparation and provide a list of recommended capital projects related to road resurfacing, traffic safety improvements, sidewalk replacements and drainage infrastructure improvements.

2.9 Watershed Protection Plan

2.9.1 Conduct one stream clean up event annually.

2.9.2 Provide two (2) educational brochures for distribution with utility billing for a total of 1,278 brochures distributed annually.

2.9.3 Inspect fifty percent (50%) of all sewer system stream crossings and/or sewer lines directly abutting stream segments to ensure one hundred percent (100%) of the system is inspected on a two year rotating basis.

2.9.4 Monitor all parameters, except metals and bacteria, four (4) times per year during three (3) dry weather days (no rain event over previous 72 hours) and one (1) wet weather day (at least 0.2 inches rainfall and at least 72 hours since the last storm event). The wet weather event will be collected as a composite of three (3) grab samples collected over the stream hydrograph. The four (4) sampling events will take place during the summer season (April – October). Metals will be monitored once annually during the wet weather event.

2.9.5 Perform bacteria sampling, including fecal coliform and E. Coli, based on a geometric mean (geomean) requiring the collection of four (4) samples over a thirty-day period. One bacteria sampling will be performed during May to July and one sampling will be performed during August to October to calculate two (2) geomeans per year.

2.9.6 Provide quarterly updates of sampling events, sampling results and BMP implementation activities.

2.9.7 Complete the annual certification and report for submission to EPD by June 30th, 2024 for the 2023 reporting year, and complete annual certifications and reports for submission to EPD by the end of June for any renewal term of this Agreement.

2.10 Scope Changes

A Change in Scope of services shall occur when and as EOM's costs of providing services under this Agreement change as a result of:

2.10.1 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost which is a result of a new regulatory requirement, Force Majeure event or Unforeseen Circumstances. As

soon as practical after a new regulatory requirement, Force Majeure event or Unforeseen Circumstance becomes known, EOM shall submit to Owner a proposed increase in fee as a result of such events or circumstances and EOM and Owner shall negotiate in good faith for an agreement for the increase in fee. Until such time as an agreement of the increased fee is reached, but for no longer than 60 days, such Changes in Scope will be invoiced to Owner in an amount equal to EOM's cost plus twenty percent (20%) and shall be due and payable by Owner commencing the month following the month in which the Change in Scope occurs.

2.10.2 Owner's request of EOM, and EOM's consent, to provide additional services. As soon as practical after additional services are requested by Owner, EOM shall submit to Owner a proposed increase in fee as a result of such request and EOM and Owner shall negotiate in good faith for an agreement for the increase in fee. Until such time as an agreement of the increased fee is reached, but for no longer than 60 days, such additional services will be invoiced to Owner in an amount equal to EOM's cost of performing those additional services, plus twenty percent (20%) of the cost, and shall be due and payable by Owner commencing the month following the month in which the additional services are performed.

2.10.3 Third Party expenses associated with the Owner's request.

2.10.4 Increases or decreases in rates or other related charges (including taxes) imposed upon EOM by a taxing authority - excluding taxes based on EOM's net income, if such increase or decrease is a result of enactment of a law or regulation after the Effective Date of this Agreement.

2.10.5 At any time, the Owner may request EOM to provide support services for Owner's capital projects. In this case, EOM shall propose a scope of services, schedule, and proposed price. EOM shall not proceed with any such capital project services without express written authorization of the Owner.

2.10.6 As soon as practical after a new regulatory requirement, Force Majeure event, Unforeseen Circumstance and/or additional services are requested by Owner, EOM shall submit to Owner a proposed increase in fee as a result of such request and EOM and Owner shall negotiate in good faith for an agreement for the increase in fee. Until such time as an agreement of the increased fee is reached, but for no longer than 60 days, such additional services will be invoiced to Owner in an amount equal to EOM's cost of performing those additional services, plus twenty percent (20%) of the cost, and shall be due and payable by Owner commencing the month following the month in which the additional services are performed.

3. Repairs and Maintenance Expenses

3.1 Provide and document all maintenance and repair costs within the facilities' capabilities for the Project.

3.2 Owner will be provided with an accounting on maintenance and repair costs on a monthly basis.

3.3 The total annual limit for maintenance and repair costs shall not exceed the current approved budget. Any expenditure over the budgeted amounts must be approved and a detailed breakdown of these expenses must be submitted to the Owner. These limits shall be negotiated annually each year.

3.4 Repairs exceeding Five Thousand Dollars (\$5,000.00) will not be made without written consent of Owner.

3.5 In any emergency affecting the safety of persons or property, EOM shall act without written amendment or change order, at EOM's discretion, to prevent threatened damage, injury or loss; provided, however, that EOM shall obtain prior Owner approval for any emergency expenditure in excess of Seventy Thousand Five Hundred Dollars (\$7,500.00). EOM will notify Owner as soon as reasonably possible and shall be compensated by Owner for any such emergency work, notwithstanding the lack of written amendment or change order. Owner reserves the right to review and approve any emergency invoices.

3.6 Repair expenditures shall not include the salary cost of EOM's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature or timing for completion of such repairs, EOM may subcontract or provide EOM personnel outside of the project to make such repairs and charge such services to the repairs and maintenance budgets. EOM will provide Owner with a detailed monthly report and accounting of all repairs.

3.7 Expenses identified herein shall be invoiced to Owner on a monthly basis at EOM's Cost plus twenty percent (20%).

4. Owner's Responsibilities

4.1 The Owner shall pay for all repairs and maintenance expenditures for (1) the purchases of new equipment; (2) major repairs that significantly extend equipment or facility service life; (3) expenditures that are planned, non-routine, and budgeted by the Owner.

4.2 Maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of EOM hereunder.

4.3 Pay all amounts associated with the occupancy or operation of the System and the performance of the Services, including, but not limited to, all property, franchise or other taxes associated with the project, except to the extent EOM shall be obligated to pay such amounts in accordance with the express terms of this Agreement.

4.4 The Owner shall provide all licenses and insurance for Owner-supplied vehicles used in connection with the Project.

4.5 The Owner shall provide for EOM's use of all vehicles and equipment currently at the Project, including the vehicles described in Appendix D.

4.5.1 Owner understands the scope of services do not include fleet maintenance and repair services. Repairs and maintenance for all vehicles and equipment will be performed by a third party maintenance and repair facility. Expenses will be applied to the vehicle and equipment budget unless repairs are the direct result of negligence on EOM's behalf.

4.5.2 EOM will provide Owner with a list of EOM employees who may operate Owner-owned vehicles, along with permission for the Owner to obtain driver's license information about such EOM employees. The list is to indicate which specific EOM employees are expected to drive the vehicles to their personal residences. Any EOM employees rejected by the Owner or its insurance carrier (or self-insurance fund) will not be permitted to operate Owner-owned vehicles.

4.6 The Owner agrees to not offer employment or other compensation to Personnel of EOM directly working on this project for a period of two (2) years after the sooner of the end date of this Agreement or said employees' reassignment from this project without the mutual consent of EOM and the Owner.

4.7 Owner will provide to EOM all data in Owner's possession relating to the project. EOM will reasonably rely upon the accuracy and completeness of the information provided by the Owner. Additional expenses related to inaccurate or incomplete information will be the responsibility of the Owner.

4.8 The Owner shall pay for all Capital Expenditures. Any loss, damage or injury resulting from Owner's failure to provide capital improvements and/or funds when reasonably requested by EOM or when required to comply with all applicable laws, regulations or permit requirements related to the Project shall be the sole responsibility of Owner.

4.9 Owner shall provide to EOM as soon as practical after this Agreement is signed copies of all maintenance and service records maintained by Owner for all equipment, machinery and other plant facilities for which EOM will be responsible to operate, service or maintain under this Agreement.

5. Compensation, Payment and Base Fee Adjustment Formula

5.1 Compensation

5.1.1 Owner shall pay to EOM as compensation for services performed under this Agreement a Base Fee of Four Hundred Ninety-Three Thousand One Hundred Sixty Dollars (\$493,160.00) for the first year of this Agreement. Subsequent years' Base Fee shall be determined as hereinafter specified. Upon each year base fee negotiation, EOM shall continue to invoice Owner at the previous amount until the new year price is agreed upon. Upon written agreement between the parties as to the new year base fee, EOM shall issue an invoice retroactively adjusting the previous base fee amount.

5.1.2 Changes in the Base Fee shall be negotiated annually sixty (60) days from the expiration of the current term. Base Fee adjustments shall be negotiated using labor, benefits, direct and indirect costs as the basis of adjustment for base fee. Owner and EOM agree that good-faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and EOM fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown in Section 5.3. In the event that Owner & EOM fail to agree on any single component listed above, the Base Fee adjustment formula shown in Section 5.3 may be utilized to effect the change.

5.1.3 Requests by Owner that are incidental to the Scope of Services, including capital repair expenditures, shall be invoiced to Owner on a monthly basis at EOM's Cost plus twenty percent (20%).

5.1.5 The services provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by a new regulatory requirement, Force Majeure event(s) or Unforeseen Circumstances will be billed to the Owner for reimbursement subject to Sections 1.2.12, 1.2.14, 2.10.6 and 3.7 above.

5.2 Payment of Compensation

5.2.1 One-twelfth (1/12) of the Base Fee for the current term shall be due and payable on the first of the month for each month that services are provided.

5.2.2 All other compensation to EOM is due on receipt of EOM's invoice and payable within fifteen (15) days.

5.2.3 Owner shall pay EOM interest at an annual rate equal to nine percent (9%) on all invoiced amounts outstanding and unpaid over thirty (30) calendar days, such interest being calculated from the due date of the payment.

5.3 Base Fee Adjustment Formula

$$ABF = BF \times AF$$

Where:

ABF = Adjusted Base Fee

BF = Base Fee specified in Section 8.1

AF = Adjustment Factor as determined by the formula:

$$AB = [((ECI).50) + ((CPI).50)] + 1.02$$

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, in the Detailed Report Series ID: CIU101000000000(a)

CPI = The twelve-month percentage change (from the month of June of the prior year to the month of June of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, the CPI Detailed Report Series ID: CUUROOSAO.

6. Term

6.1 The initial term of this Agreement shall be for twelve (12) months commencing on June 1, 2023. This agreement shall automatically renew for an additional twelve (12) months following the expiration of the initial term.

6.2 The initial term of this agreement shall end on May 31st, 2024, with each of the succeeding terms beginning on June 1st of each succeeding year and ending on May 31st of the following year.

6.3 This agreement shall renew automatically, unless notice of nonrenewal is provided 90 days prior to the date of renewal. Owner shall notify EOM as provided at Paragraph 1.1.4 hereof, of its intent not to renew.

6.4 Owner may terminate this Agreement for a material breach of the terms of this Agreement by EOM, but only after providing written notice of the breach and allowing EOM thirty (30) days to commence remediation of the breach and a reasonable time thereafter to complete remediation of the breach.

6.5 EOM may terminate this Agreement for a material breach of the terms of this Agreement by Owner, including failure to make payments when due under the terms of this Agreement, but only after providing written notice of the breach and allowing Owner thirty (30) days to make payment or otherwise commence remediation of the breach and a reasonable time thereafter to complete remediation of the breach (other than non-payment).

6.6 Either party may terminate this Agreement without cause and for convenience, but the agreement cannot be terminate until sixty (60) days after sending Notice of Intent to Terminate the Agreement for Convenience.

7. Indemnity and Liability

7.1 EOM shall indemnify, defend and hold harmless Owner, its officers, directors, agents, employees, successors and assigns from and against any and all actions, causes of action, claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, for loss or destruction of or damage to any tangible property or for bodily injury, sickness, disease or death sustained by any person, if such damage, destruction, injury, sickness, disease or death was caused by, arose out of or was connected with the performance of its obligations under this Agreement, but only if and to the extent and proportion that the negligence, actions, or inactions of EOM or its employees or agents caused or contributed to such injury or damage, whether or not such damage, destruction, injury, sickness, disease or death was caused in part by the negligence of Owner.

7.2 In no event shall either party, their contractors or subcontractors or their officers or employees, be liable for the other party's indirect or consequential damages, whether such liability arises in breach of contract or warranty, or tort, including negligence, strict or statutory liability, or any other theory of liability.

7.3 It is understood and agreed that, in seeking the services of EOM under this Agreement Owner is requesting EOM to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless EOM from and against any and all claims, losses, damages, liability, and costs, including, but not limited to, costs of defense arising out of or in any way connected

with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of EOM's breach of this Agreement, or the negligence or willful misconduct of EOM, its employees or its subcontractors in the performance of services under this Agreement.

7.4 EOM and Owner recognize that existing conditions within collection systems varies and that failure may occur in the system over time. EOM agrees to exercise due diligence to maintain free-flowing conditions within these systems. Therefore, Owner agrees to hold EOM harmless for injury, property damage or economic loss arising from failure in the sanitary collection systems until such time as it is established by a finder of fact that such claims were caused by EOM's or its subcontractor's negligence, breach of this Agreement, or willful misconduct, in which event EOM shall reimburse Owner for all costs and expenses (including attorneys' fees) it incurred in defending EOM and in establishing the claims were caused by EOM's or its subcontractor's negligence, breach of this Agreement, or willful misconduct. Furthermore, Owner agrees to indemnify EOM against such claims for injury, property damage or economic loss arising from failure in the sanitary collection systems unless such claims are caused by EOM's or its subcontractor's negligence, breach of this Agreement, or willful misconduct. This article takes precedence over any conflicting article of this Agreement, and extends to EOM, its officers, employees or subcontractors.

7.5 EOM's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of EOM's scope to test for or eliminate waterborne bacteria or viruses except as required by current laws and regulations.

8. Insurance

8.1 EOM shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision, showing the City of Guyton as "Additional Insured" except for Workers Compensation:

8.1.1 Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed.

8.1.2 Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000.00) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or -leased motor vehicles, including onsite and offsite operations.

8.1.3 Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.

8.2 Owner will maintain the following insurances throughout the term of the Agreement, and shall provide EOM with Certificates of Insurance to demonstrate compliance with this provision:

8.2.1 Property Damage Insurance for all property, including Owner-supplied vehicles and equipment, for the full fair market value of such property.

20.2.2 Liability Insurance for all motor vehicles and equipment provided by Owner and operated by EOM under this Agreement. (Current list incorporated herein as Appendix D, as the same may be amended with the consent of both parties from time to time.)

8.3 Owner and EOM hereby waive any right of subrogation against the other for all coverages and policies of insurance required to be carried under this Agreement and further waive any claims against the other for all damages and claims covered under such insurance policies.

9. Labor Disputes

9.1 In the event activities by Owner's employee groups or unions causes disruption in EOM's ability to perform the Project, Owner, with EOM's assistance, or EOM, at its own option, may seek appropriate injunctive court orders during any such disruption. EOM shall operate the facilities on a best efforts basis until any such disruptions cease, but EOM cannot assure compliance with all contract conditions during such disruptions.

10. Force Majeure

10.1 EOM shall be liable for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the control due to any force majeure event or unforeseen occurrence as identified in Section 1.2.12 and 1.2.14 above. Should such event occur, the party declaring the event will notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.

11. Access to the Facilities and Property

11.1 Owner will make its facilities accessible to EOM as required for EOM's performance of its services, and will secure access to any other Owner property necessary for performance of EOM's services.

11.2 EOM shall provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be provided to Owner by EOM. All visitors to the Project shall comply with EOM's operating and safety procedures.

12. Changes

12.1 Owner and EOM may mutually make changes regarding the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to this Agreement, all of which must be executed by both parties.

13. No Third-Party Beneficiaries

13.1 This Agreement gives no rights or benefits to anyone other than Owner and EOM and has no third-party beneficiaries.

14. Jurisdiction

14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Superior Court of Effingham County.

15. Severability

15.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. A party's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision of this Agreement.

16. Entire Agreement

16.1 Should any provision of this contract or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, Owner and EOM may mutually agree to a modification of this contract as to make the same fully comply with all applicable laws.

16.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

17. Liability, Fines and Civil Penalties

17.1 EOM shall be liable for any fines or civil penalties which may be imposed by any regulatory agency for violations of the water quality and effluent quality requirements specified in Section 2, but only if and to the extent the purported violations resulted from negligent acts of EOM or its employees, contractors or agents.

17.2 Owner shall be liable for any fines or civil penalties which may be imposed by any regulatory agency for violations of the effluent quality requirements specified in Section 2, but only if and to the extent the purported violations resulted from negligent acts of Owner or its employees, contractors or agents.

17.3 EOM and Owner both agree to cooperate with and assist the other in providing any documents or testimony needed to contest any fine imposed by any regulatory agency and the cost of contesting the fine will be borne by the party responsible for paying the fine under the provisions of Sections 17.1 and 17.2 above.

18. Authority

18.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Agreement by their signatures below.

**EOM OPERATIONS,
a division of EOM PUBLIC WORKS, LLC**

City of Guyton

Authorized Signature:

Authorized Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

Wastewater Treatment Plant

A.1. Wastewater Treatment Plant(s) Design Capacity as outlined in NPDES Permit GAJ040010 effective November 1, 2021.

A.2 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant located at:

City of Guyton Wastewater Treatment Plant – 0 Riverside Drive Guyton, GA 31312

A.3 The cost of operations services is based on the current permit capacity and requirements. A change of ten percent (10%) or more in any of these characteristics during the term of this Agreement shall constitute a change in scope.

APPENDIX B

Wastewater Pumping Stations

B.1 The Wastewater Pumping Stations, including equipment, systems, and structural appurtenances, all encompassing, within the perimeter fencing of each pumping station within the jurisdiction of the Owner's service area with the exception of generators and bypass pumps, however coordination and oversight of third party service agreements for preventive maintenance is included. Pumping facilities sites include the following:

Asset ID	Asset Description	Location	Site	Asset Sub-Type
GY-LS-01	WEST CENTRAL STATION	202 Central Avenue	Guyton	Wastewater Pump Station
GY-LS-02	HIDDEN CREEK	41 Hidden Creek Drive	Guyton	Wastewater Pump Station
GY-LS-03	MARTHA DRIVE	120 Martha Drive	Guyton	Wastewater Pump Station
GY-LS-04	GRIFFIN ROAD	658 4th Street Extension	Guyton	Wastewater Pump Station
GY-LS-05	LINTON LANE	102 Linton Lane	Guyton	Wastewater Pump Station
GY-LS-06	MOSSY HOLLOW	Beauregard Boulevard	Guyton	Wastewater Pump Station
GY-LS-07	SUMMER PLACE	9 Easy Street	Guyton	Wastewater Pump Station

B.2 The estimated Cost for services under this specification is based on the type and quantity of facilities in existence on the date services are first provided under this Agreement. Any change in any of these characteristics shall constitute a Change in Scope.

APPENDIX C

Water Wells

C.1 The Water Wells, including equipment, systems, and structural appurtenances, all encompassing, within the perimeter fencing of each well within the jurisdiction of the Owner's service area with the exception of generators, however coordination and oversight of third party service agreements for generator preventive maintenance is included. Well facilities sites include the following:

Asset ID	Asset Description	Location	Site	Asset Type
GY-WELL-01	CITY WELL_1	202 Central Avenue	Guyton	WELL
GY-WELL-02	CITY WELL_2	206 Pine Street	Guyton	WELL
GY-WELL-03	CITY WELL_3	204 Magnolia Street	Guyton	WELL

C.2 The estimated Cost for services under this specification is based on the type and quantity of facilities in existence on the date services are first provided under this Agreement. Any change in any of these characteristics shall constitute a Change in Scope.

APPENDIX D

Project Vehicles and Equipment

D.1 The Project includes all vehicles, rolling stock, and other equipment as follows:

Asset ID	Asset Description	Site	Asset Sub-Type	Asset Type
GY-FM-001	2001 Chevrolet C1500	Guyton	Water/Sewer Department	TRUCK_Light Duty
GY-FM-002	2018 Ford F250	Guyton	Streets Department	TRUCK_Light Duty
GY-FM-004	John Deere 5090M Tractor/Front Bucket	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-005	John Deere Gator	Guyton	Wastewater Treatment Plant	ATV_Golf Carts
GY-FM-006	John Deere Zero Turn Mower	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-007	Hay Baler	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-008	Stihl Weed Eaters	Guyton	Prison	EQUIPMENT_Light
GY-FM-009	Stihl Chain Saws	Guyton	Prison	EQUIPMENT_Light
GY-FM-010	Stihl Edgers	Guyton	Prison	EQUIPMENT_Light
GY-FM-011	Stihl Pole Saw	Guyton	Prison	EQUIPMENT_Light
GY-FM-012	Stihl Hedge Trimmers	Guyton	Prison	EQUIPMENT_Light
GY-FM-013	Stihl Back Pack Blowers	Guyton	Prison	EQUIPMENT_Light
GY-FM-014	Stihl Back Pack Sprayers	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-015	Stihl Concrete/Street Saw	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-017	Massey Ferguson 24 Tractor	Guyton	Streets Department	EQUIPMENT_Heavy
GY-FM-019	Kubota ZD326 Mower	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-020	2002 Ford F650 Dump Truck	Guyton	Streets Department	TRUCK_Heavy Duty
GY-FM-021	Trailer_Big Tex 35SA	Guyton	Prison	TRAILER
GY-FM-022	Sreco Flexible Sewer Jet Trailer	Guyton	Water/Sewer Department	TRAILER
GY-FM-024	Caterpillar 416D Backhoe	Guyton	Streets Department	EQUIPMENT_Heavy
GY-FM-029	Vermeer BC 625A Chipper	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-031	Honda 3000 PSI Pressure Washer	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-032	Push Behind Tamper	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-033	JCB 110W HydraDig	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-034	Quincy Air Compressor	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-035	Remlinger Seeder	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-036	Hay Rake	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-037	Harrows	Guyton	Wastewater Treatment Plant	EQUIPMENT_Light
GY-FM-038	Cutterhead	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-039	Grapple	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-040	Mud Bucket	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-041	Trenching Bucket	Guyton	Streets Department	EQUIPMENT_Light

GY-FM-042	Bush Hog	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-043	Finishing Mower	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-044	Screco Jetter Pump	Guyton	Water/Sewer Department	EQUIPMENT_Light
GY-FM-046	Koshin 3" Mud Hog Pump	Guyton	Water/Sewer Department	EQUIPMENT_Light
GY-FM-047	Wacker Neuson 6" Pump	Guyton	Water/Sewer Department	EQUIPMENT_Light
GY-FM-052	2023 Polaris Ranger 570 Full-Size	Guyton	Streets Department	EQUIPMENT_Light
GY-FM-053	2022 Ford F250	Guyton	Water/Sewer Department	TRUCK_Light Duty



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

April 10, 2023

Ms. Meketa Hendricks Brown, City Manager
City of Guyton
310 Central Boulevard
Guyton, GA 31312

Dear Ms. Brown,

Pond is pleased to submit this proposal for the City of Guyton Parks Master Plan. Our team of landscape architects and planners are very interested in providing their expertise to the city. Pond is fully qualified and capable of performing these master planning services for the City. I will serve as the primary contact and Project director for this planning effort. Our team of landscape architects and planners will carry-out the necessary tasks to complete the master plan.

Our team has a tremendous amount of experience in park planning and design. From individual park sites to park systems, and from small pocket parks of no more than a few thousand square feet, to large state parks comprised of thousands of acres of land; our team has planned and designed any and all kinds of parks. We bring that knowledge and expertise to the City of Guyton and will apply those lessons learned to ensure the master plan provides realistic and achievable goals that are aligned with the community's needs.

Our team has previously provided park inventory and assessments for numerous clients, most notably the Georgia DNR State Parks. We have visited, inventoried, and assessed approximately one third of the states inventory of parks and historic sites. Many of the efforts also included master plans or master plan updates for each park or site. Our team is well versed in design and understanding the needs of local city and county park systems. We are currently or have recently provided planning and park design services for the cities of Alpharetta, Doraville, Sandy Springs, Johns Creek, Smyrna, Winder, Tyrone, Dunwoody, Hampton, Clarkston, and Jacksonville, FL, as well as Effingham, Gwinnett, Cobb, Glynn, Forsyth, and DeKalb Counties.

We thank you for your consideration of this proposal and look forward to the opportunity to partner with The City of Guyton on this and future Parks and Recreation projects.

Sincerely,

Matthew Wilder, PLA, ASLA
Vice President | PLACE Program Manager

Melissa D. Phillips
Associate | Business Development Director

Approach / Work Plan

The following tasks represent the effort required to achieve the goals of the city in developing a Parks and Rec Master Plan. Deliverables will be developed as follows:

- **Kick-off meeting:** Pond will host an in-person kick-off meeting with the client.
 - At least two weeks prior to this meeting the client will provide all available GIS data, maps, plans, etc. related to existing parks, properties, and facilities.
- **Existing Facilities Inventory:** On the same day as, and following the kick-off meeting, Pond staff will visit each park site to observe conditions and document existing conditions. The client is encouraged to join Pond during these site visits to impart their knowledge of each park/facility/property.
- **Other relevant Plans:** Pond will cross reference the Effingham County Parks and Recreation Master Plan, currently in final stages of completion. The recommendations of the Effingham County Plan and the City of Guyton plan should complement each other.
- **Needs Assessment:** Utilizing NRPA standards, Pond will establish the generally accepted baseline for recommended types and number of recreational facilities that should be provided in the City of Guyton. The Needs Assessment will also be bolstered by community input to validate the need for certain types of facilities. While trends come and go, it is important to provide facilities that the community wants and will utilize.
- **Concept Drawings:** Based on the inventory and assessment and feedback gathered from the community (process described below), Pond will develop concept plans for each park.
 - Plans will be 2D, diagrammatic color-rendered site plans, annotated and supported by brief narrative describing key considerations for the future implementation of concepts.
 - Existing conditions to remain as well as proposed additions, modifications, or renovations will be depicted diagrammatically representing real footprints of proposed park facilities /amenities.
 - Concepts will be developed on either aerial images or GIS base data or a combination of both.
 - Grading plans and detailed design and/or engineering is not included.
 - Master plan level of detail cost estimates will be provided in current dollar values. Estimates will need to be adjusted/escalated for future costs at which point in time the projects are initiated for implementation. Estimates will include both design/engineering and implementation costs.
- **Community Outreach:** Pond will host community meetings and engagement opportunities with the community to gather feedback that directly influences the final plan recommendations.
 - **Public Meeting No.1:** Pond will spend the day following the kick-off meeting and site visits developing a presentation for public meeting one, which is recommended to be held that evening. The public will be invited to hear a brief presentation about the parks plan, see an overview of the existing conditions assessment, and to engage with the Pond team to provide their input on the desired recreation facilities and amenities they wish to have in the City's parks.
 - **Public Meeting No. 2:** After Pond has synthesized the existing conditions and community feedback and developed concept plans and cost estimates for the parks, Pond will return to Guyton to present the concept designs, cost estimates, and plan recommendations in draft form and allow the community to provide feedback on the proposed actions. Feedback collected in this meeting will be synthesized and then reviewed in detail to determine final edits for the plan.

- **Final Deliverables:** Pond will compile a Parks Master Plan document and provide this to the City in PDF format. The plan will follow the same format as the currently in progress comp plan and can either be added as a chapter or appendix to that plan or as a standalone document. The final recommendations will be listed as prioritized for a 10 year implementation schedule. The client will provide guidance on viable financial approaches for implementation and recommendations will note when specific financing approaches may apply to particular recommendations.
 - Anticipated Master Plan Table of Contents
 - Plan introduction and summary of planning process
 - Existing Conditions
 - Results of Community engagement
 - Concept Plans and Opinions of Cost
 - Prioritized recommendations

Assumptions / Qualifications / Exclusions:

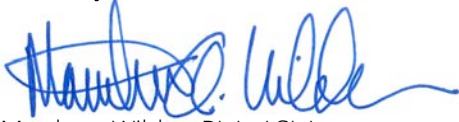
All noted exclusions, while not a part of this proposal, can be provided as an additional service.

- Detailed design and engineering of any kind is not included.
- Environmental design/coordination services associated with wetlands, streams, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc. are not included.
- Traffic Studies and Signal Warrants are not included.
- This proposal does not include analysis of any existing storm or sanitary sewer system.
- Flood Study is not included.
- Geotechnical and soils studies and reports are not included.
- Field-run survey is not included.
- Any estimates as to costs are based on industry experience and Pond is not responsible for changes in market conditions that affect construction, material, or maintenance costs. This is a master plan level estimate, time will pass, and costs will more than likely increase. While Pond will provide guidance for calculating escalation of costs at future dates, Pond will not be responsible under this agreement for actual future costs to implement based upon materials and labor cost at that time.
- Any revisions requested by the owner that significantly change the design from that which was approved after acceptance of each design milestone will be considered additional services and require a contract revision.

Fee Structure

The lump sum fee to complete services associated with this proposal is \$31,310.00. Should you find this proposal acceptable, please sign below. This letter will serve as the scope of work. Thank you again for this opportunity and do not hesitate to contact me if you have questions.

Sincerely,



Matthew Wilder, PLA, ASLA
Vice President | PLACE Program Manager
678.292.1111
wilderm@pondco.com



Melissa D. Phillips
Associate | Business Development Director
912.667.5185
phillipsm@pondco.com

ACCEPTED BY: *BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.*

Signature: _____

Printed Name & Title: _____

Date: _____

Attachments:

POND100 Terms and Conditions

TERMS AND CONDITIONS

This Agreement between _____ ("Client") and **Pond & Company** ("POND"), a Georgia corporation with its corporate headquarters located at 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092, is effective as of _____, 20____. The parties agree as follows:

1.0 Services:

POND agrees to perform for Client the professional services ("Services") described in the POND proposal dated

_____, 20____ ("Proposal"), attached and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically described in the Proposal. As full consideration for the performance of Services, Client shall pay to POND the compensation provided for in the Proposal.

2.0 Integration:

These Terms and Conditions, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceable, it shall not affect any other term or provision hereunder or any part thereof, unless the invalidity or unenforceability of such term(s) or provisions(s) tends to render the Agreement commercially useless to either party, in which case the entire Agreement shall become null and void.

3.0 Access to Site:

Unless otherwise stated, POND will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently POND is denied or delayed in performing our services, the associated cost may be viewed as an additional expense.

4.0 Billings/Payment:

Invoices for POND services shall be submitted, at POND'S option, either upon completion of such services, on a project basis or on a monthly basis and are due when rendered. Client shall promptly review all invoices and shall notify POND in writing within ten (10) days of date of invoice, provide reasons for the objection, and promptly pay the undisputed amount. Invoices shall be considered "Past Due" if not paid within 30 days after receipt of invoice for services rendered. If the invoice is not paid within 30 days, POND may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, stop work on the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1% per month on the unpaid balance at the sole election of POND. In the event any portion or all of an account remains unpaid 90 days after proper billing, the Client shall pay all costs of collection, including reasonable court costs and attorney's fees. Client shall remit payment to POND's corporate headquarters address above.

5.0 Reimbursable Expenses:

Reimbursable expenses will be billed at a multiplier of 1.15 times the cost incurred.

6.0 Additional Services:

Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, correction of discrepancies between copies of the Contract Documents and the electronic media after the 30-day acceptance period and any other services that are not included within the Proposal. POND will only perform additional services when authorized in writing by the Client or Client's representative.

7.0 Client Furnished Services:

Any services provided by the Client for POND shall be deemed reliable, and POND shall be entitled to rely on the accuracy and completeness of any services and information furnished.

8.0 Indemnification:

The Client shall indemnify and hold harmless POND and all of its personnel from and against any claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the negligent performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict

liability of the Client, anyone directly employed by the Client (except POND), or anyone for whose acts any of them may be liable.

9.0 Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and POND, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, POND's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed total fee. Such causes include, but are not limited to, POND negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

10.0 Dispute Resolution:

Any claims, counterclaims, or disputes between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by negotiation, mediation or litigation. The parties shall first endeavor to settle the dispute through direct discussions or negotiations. If the parties do not resolve the dispute or claim within thirty (30) days of the first notice thereof, either party may request mediation, which shall take place within thirty (30) days of the date the request is made. If both parties do not agree to mediation within ten (10) days of said request, or if the mediation does not result in a resolution of the dispute, then either party may proceed with litigation. No written or oral representation during any settlement negotiations or mediation shall be deemed as party admissions.

Any litigation arising out of this Agreement or the breach thereof must be filed in the state courts of Gwinnett County, Georgia, which shall be the sole and exclusive venue for all such litigation. The parties to this Agreement consent to jurisdiction in Gwinnett County, Georgia, and waive any objection thereto.

11.0 Standard of Care:

POND shall perform Services for Client with a standard of care ordinarily exercised by other firms providing similar services in accordance with accepted and sound professional practices, and conforms to applicable laws, codes and regulations.

12.0 Exchange of Electronic Media:

When exchange of data by electronic media is required by this agreement, the following shall apply:

12.1 Client to POND

The Client shall deliver to POND electronic files suitable for use in the format, specification, media and hardware platform (production system) agreed upon between the parties. POND shall review the files within a reasonable time period and determine whether electronic files are suitable for POND's use on the project. If the electronic files are unsuitable for use, POND shall notify the Client of the deficiencies. The Client shall make the required corrections and return the electronic files to POND.

12.2 POND to Client or Third Parties

POND shall deliver to the Client electronic files in the format agreed upon between the parties. These files are compatible only with the software and version agreed upon and may not be compatible with future versions of the software. The Client shall review the electronic files received from POND and notify POND of any discrepancies within a reasonable time period, but no longer than 60 days. POND shall make the required corrections and return the electronic files to Client.

POND agrees that it is responsible for the accuracy of the original sealed documents. If at any time there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents.

POND will not release electronic files to third parties without a written authorization of the Client.

13.0 Termination of Services:

This Agreement may be terminated by written notice by either the Client or POND, should the other fail to perform its obligations hereunder or for convenience. In the event of termination, the Client shall pay POND for all services appropriately and completely rendered to the date of termination and all associated reasonable reimbursable expenses.

14.0 Ownership of Documents:

All documents, including electronic media, produced by POND under this Agreement shall remain the property of POND and may not be used by the Client for any reason without the written consent of POND; such written consent not to be

unreasonably withheld, conditioned or delayed. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to POND. Client further agrees that documents produced by POND pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without POND's written approval; such written approval not to be unreasonably withheld, conditioned or delayed. The Client will indemnify, defend, and hold

harmless POND for any and all claims, counterclaims, losses, costs, damages, awards or judgments arising from the unauthorized use of the documents.

If Client terminates this Agreement and POND authorizes the use of incomplete documents for Client's future use, POND shall not be liable for any errors or omissions and Client agrees their use of the incomplete documents is at their sole risk.

15.0 Force Majeure:

POND is not responsible for damages and delays caused by factors beyond POND's reasonable control, including but not limited to damages and delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of POND's services or work product promptly, or damages and delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond POND's reasonable control occur, the Client agrees POND is not responsible for damages, nor shall POND be deemed to be in default of this Agreement.

16.0 Discovery of Unanticipated Hazardous Materials:

Hazardous materials may exist where there is no reason to believe they could or should be present. POND and the Client agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services at the election of either party. POND and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for POND to take immediate measures to protect human health and safety, and/or the environment. POND agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages POND to take any and all prudent "first aid" measures that in POND's opinion are justified to preserve and protect the health and safety of POND's personnel and the public, and/or the environment, and the Client agrees to compensate POND for reasonable additional cost of such work. The Client waives any claim against POND, and agrees to indemnify, defend and hold POND harmless from any claim or liability for injury or loss arising from POND's encountering unanticipated hazardous materials. The Client also agrees to compensate POND for any time reasonably spent and expenses incurred by POND in defense of any such claim, with such compensation to be based upon POND's prevailing fee schedule and expense reimbursement policy. The Client is fully responsible for and assumes all risks associated with such conditions.

17.0 Site Operations:

POND field personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that POND's personnel may not identify all subsurface utility lines and manmade objects, and that the information upon which POND relies may contain errors, may be incomplete, or insufficient. POND is not responsible for any reasonably unforeseeable damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost or demolition. Where the detailed investigation of such a condition is not authorized, POND shall not be responsible for the condition of the existing structure and utilities. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

18.0 Construction Activities:

Unless specifically stated otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

19.0 Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

20.0 Governing Law:

This Agreement shall be deemed to be executed in Gwinnett County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this Agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in Gwinnett County, Georgia.

By signing in the space provided below, I verify that I am an Officer or authorized agent of the Client and agree that I have fully read, understand and accept the Terms and Conditions as stated above.

Client

Pond & Company

Signed (Must be an Officer or Authorized Agent)

Signed (Must be an Officer or Authorized Agent)

Typed Name

Typed Name

Title

Title

Date

Date



Renewal

**RightSpot GIS Services
City of Guyton, Georgia
PID No. 23011**

May 5, 2023



Spatial Engineering, Inc.

Attn: Richard L Truluck
613 Towne Park West Drive, Suite 202
Rincon, Georgia 31326
Office. 912.826.6688
www.spatialengineering.com

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1 Background

The City of Guyton, GA (CLIENT) is located in Effingham County, a Tier 2 coastal Georgia county bounded on the south by Chatham County, on the east by the Savannah River, on the north by Screven County, and on the west by Bryan County. This renewal, PID: 23011, continues RightSpot™ GIS Services beginning July 1, 2023 to June 30, 2024.

2 Points of Contact:

Spatial Engineering, Inc.

Project Manager:

Richard Truluck, PE
613 Towne Park West Dr., Ste. 202
Rincon, GA 31326
rtruluck@spateng.com
O: 912-826-6688

City of Guyton, Georgia

City Manager:

Meketa Hendricks-Brown
310 Central Blvd
Guyton, GA 31312
Meketa.brown@cityofguyton.com
O: 912-772-3353

3 Definitions

Term	Definition
DP	Demarcation Point – connection point where local area network connects to the wide area network.
ESD	Effective Start Date
FFP	Firm Fixed Price (Lump Sum)
GIS	Geographic Information System
GPS	Global Positioning System
HTML5	Revision 5 of the “Hypertext Markup Language”, the standard programming language for describing the contents and appearance of Web pages.
HTTPS	"HyperText Transport Protocol Secure." Website using the HTTPS protocol to encrypt data sent back and forth with SSL encryption.
NA	Not Applicable
NIC	Not in Contract
T&M	Time & Material (Hourly)

4 Task 1 – RightSpot™ Web Portal

4.1 Description:

SPATIAL will provide a web portal to publish the CLIENT’s GIS data. SPATIAL will coordinate with the CLIENT to determine what data to load into the GIS. SPATIAL will not edit or change CLIENT data as part of this task. ONLY authorized users will have access to the data through the portal. The GIS data is not available to the general public. Unless specified otherwise, data access will be READ ONLY.

4.2 Scope of Work:

The web portal provides access to data, tools, and workflows including:

1. Access to CLIENT GIS data.
2. RSA 4096-bit secure HTTPS encryption.
3. Portal access for 10 unique users.
4. HTML5 access for tablet and smartphone (requires internet access)
5. RightSpot tools and workflows including:
 - a. Simple and advance query.
 - b. Global Search.
 - c. Mailing Labels (dependent on County Parcel and Address Point data).
 - d. Field Notes (with attachments).
 - e. Markup/redline comments (with attachments).
 - f. Project As-built data(if data is available).
 - g. Water Break Isolation (dependent on quality of water data).
 - h. Sewer Trace (dependent on quality of sewer data).
 - i. Stormwater Trace (dependent on quality of stormwater data).
 - j. Flood Zone Report (dependent on flood zoning data).
 - k. Property Zoning Report.

4.3 Deliverables:

1. Data access via RightSpot.
2. CDROM of all CLIENT GIS data and linked documents upon request.

4.4 Travel:

1. None.

4.5 Schedule:

1. July 1, 2023 – June 30, 2024

4.6 Cost:

1. RightSpot set-up fee: \$0 (waived for renewals)
2. RightSpot™ Web Portal: \$4,800.

4.7 Assumptions:

1. Standard RightSpot set-up procedures apply.
2. All data will be processed under Task 2 – On Call Support.
3. SPATIAL does not guarantee access against natural disaster, national disaster, and forces outside our control.

-
- SPATIAL does not guarantee internet connectivity between SPATIAL’s network demarcation point (DP) and the CLIENT’s network DP. To ensure system health and a rapid recovery in the event of hardware failure, Spatial Engineering maintains a backup and disaster recovery plan that includes redundant network providers, emergency backup servers, and remote data backup outside the southeastern US using SPATIAL owned and managed devices.

5 Task 2 – On Call Support (OCS)

5.1 Description:

On-Call Support (OCS) provides the CLIENT the ability to request geospatial related services as needed. Request/requirements that warrant a separate scope, schedule, and estimate will be treated as a stand-alone task. The purpose of OCS is to maintain, create, and improve data, as well as implement and enhance business processes (workflows).

5.2 Scope:

- SPATIAL will provide GIS and data maintenance services as requested.
- The CLIENT may request services using email or telephone.
- Data maintenance includes, but is not limited to:
 - Data update based on input from CLIENT.
 - Scan paper map data to PDF format.
 - Update GIS Project data layer and link PDF images.
 - Extract/digitize scanned data.
 - Field data collection and update.
 - Collect drone aerial site imagery.
 - GPS survey (sub-foot or greater accuracy) of visible features.
 - Verify physical attributes like size, material, and type.
 - Photograph surveyed features. Link photo to feature in GIS.
 - Map production.
 - GIS “help desk” support.
 - Data exports.
- Data analysis includes, but is not limited to:
 - GIS analysis and products.
 - Build topology and identify connectivity gaps.
 - Identify discrepancies and anomalies in the data.
 - Identify missing attribute data like size, material, etc.
- Workflow development includes, but is not limited to:
 - Custom workflows and configurations. Application development.

-
- b. Research capability and options for developing custom workflows to meet CLIENT's specific business processes.
 - c. Develop implementation plans and cost estimates for executing custom workflows.
6. Conduct GPS survey one day per month for 12 months.

5.3 Deliverables:

1. Incorporate resulting GIS data and products into the CLIENT's GIS database.
2. Data updates as requested.
3. GIS analysis as requested.

5.4 Travel:

1. Travel will be determined based on specific requests.
2. Travel time and mileage billed at standard rates.
3. Travel will follow the Federal Travel Regulations.

5.5 Schedule:

1. The schedule is specific to the request.
2. Changes to the data made during a given month are available in RightSpot™ the first business day of the following month.

5.6 Cost:

1. On-Call Support Budget: \$25,000.
2. Cost is specific to the individual request.
3. Work is executed with the appropriate skill level and bill rate.
4. Work requests are billed monthly.

5.7 Assumptions:

1. Only the CLIENT Point of Contact or their designee can approve tasks.
2. SPATIAL is authorized to execute tasks not to exceed \$2000 per month. Tasks greater than \$2000 will be approved prior to start of work.
3. GPS survey does not require a Registered Land Surveyor (RLS).
4. Data maintenance will follow the project design plan.
5. CLIENT will reimburse SPATIAL actual cost, if any, for data layers owned by others (i.e. County, State, DNR, NWI, FEMA, etc.)
6. CLIENT will provide suitable space and equipment for training, if needed.
7. CLIENT will respond to requests of data in a prompt manner.

6 Schedule

Task	Start	End
Task 1 – RightSpot™ (1)	7/1/2023	6/30/2024
Task 2 – On-Call Support (2)	7/1/2023	6/30/2024
Overall (3)	7/1/2023	6/30/2024
Notes: 1) The proposed schedule begins at the end of the current contract. 2) Actual schedule is dependent upon the specific request. 3) All request should be completed before the end of the contract.		

7 Cost Estimate

Task	Unit \$	Total \$
Task 1 – RightSpot Web Portal (1)		\$4,800
Annual Fee	\$4,800	
One-time setup fee (2)	\$0	
Task 2 – On Call Support (3)		\$25,000
General support	\$12,000	
12-One-day GPS survey/month	\$13,000	
Total		\$29,800
Notes: 1. The cost for Task 1 is fixed for the contract period. The payment for Task 1 is due at the beginning of the contract period. SPATIAL has the right to adjust the RightSpot™ web portal fee at the anniversary of the contract. SPATIAL will provide 90-day notice of any change to the fee. 2. RightSpot renewals do not have a setup fee. 3. On Call Support is estimated when requested.		

8 Renewal and Cancellation Policy

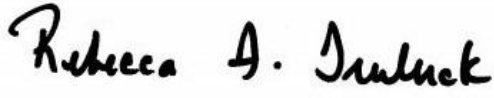
The contract will automatically renew on the anniversary date for an additional one-year term unless SPATIAL is notified, in writing, of the CLIENT's desire to terminate service. The intent of the auto-renewal is to avoid a gap in service.

The CLIENT and SPATIAL may terminate services provided the receiving party is given a 30-day notice. Upon termination, SPATIAL will return all CLIENT data within 15 working days. Data will be provided in Esri® format.



9 Acceptance

If the scope, schedule, and costs presented in this renewal, PID: 23011, are acceptable, please sign, date, and return a fully executed copy to Spatial Engineering, Inc.

For: Spatial Engineering, Inc.	For: City of Guyton, GA
 <hr/> Date: <u>May 5, 2023</u>	<hr/> Date: _____
Rebecca F Truluck President O: 912-826-6688 btruluck@spateng.com	Name: _____ Title: _____

**Amendment No. 2 to the
Inmate Labor Agreement
Executed December 1, 2020
between
Board of Commissioners of Effingham County
and
The City of Guyton, Georgia**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2023 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Guyton, GA 31329 and **The City of Guyton, Georgia** ("CITY OF GUYTON") with offices at 310 Central Blvd, Guyton, GA 31312.

WHEREAS, THE COUNTY and the CITY OF GUYTON entered into an Agreement dated December 1, 2020 for Inmate Labor (as amended, the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2023 and ending on June 30, 2024.
2. Fee: The salaries for Correctional Officers have increased. The average salary/benefits (as defined in the Inmate Agreement) is currently \$64,500. Based on the Service Delivery Strategy, Guyton will receive a 3% credit against that total, bringing the amount to **\$62,565.00**.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

The City of Guyton, Georgia

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

State of Georgia
County of Effingham

**THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA AND THE CITY OF GUYTON, GEORGIA
FOR THE USE OF EFFINGHAM COUNTY CORRECTIONAL INSTITUTION
INMATES ON CITY PROPERTY.**

**WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS,
hereinafter referred to as "Effingham County" houses inmates at the Effingham
County Correctional Institution ("Prison") pursuant to a contract with the Georgia
Department of Corrections; and**

**WHEREAS, Effingham County is authorized to make inmate labor available to
other governmental entities; and**

**WHEREAS, Effingham County's inmate labor force exceeds the County's current
demands for inmate labor; and**

**WHEREAS, the City of Guyton, Georgia, hereinafter referred to as "the City of
Guyton" is desirous of hiring prison work crews to assist in the maintenance of City
Property within the corporate limits of Guyton;**

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

WITNESSETH

PART A

Effingham County and the City of Guyton agree to the following:

- (1) Effingham County shall supply to The City of Guyton a work detail,
consisting of (1) full-time correctional supervisor employed by Effingham
County as an employee of the Prison ("Correctional Supervisor") and no fewer
than eight (8) and no more than twelve (12) inmates of the Effingham County
Correctional Institution, located in Guyton, Georgia. The correctional
supervisor and assigned inmates shall be used exclusively by The City of
Guyton and will not be assigned to other duties. The Warden or his designee
shall have final authority concerning the number of inmates assigned to the
detail taking into consideration the security required and areas that work is
performed in.**
- (2) Under normal circumstances the work detail will work the same hours and
under the same conditions as other Effingham County Correctional**

Institution inmate employees (Monday through Friday, 7:00 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Correctional Institution, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) Effingham County shall be responsible for the care, custody, clothing, feeding, medical care, and hospital care of said inmates while traveling to and from or working within the City of Guyton, Georgia for work detail purposes.**
- (4) Effingham County will be responsible for guarding and supervising said inmates at all times while working within The City of Guyton, Georgia. The City of Guyton shall provide all the equipment that is needed for the inmate detail.**
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Guyton, the "ride vehicle") of the work detail to and from the Effingham County Prison Correctional Institution to work sites within the incorporated limits of The City of Guyton, Georgia as well as between work sites within The City of Guyton.**
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Guyton work detail shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Guyton. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only. When the County purchases gas on the fuel-purchasing card, if the pump prompts the operator to do so, he will input the current mileage shown on the ride vehicle's odometer.**
- (7) Effingham County shall indemnify and hold harmless the City of Guyton, Georgia, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of Effingham County, its officers, representatives, agents, employees, and inmates as to the supervision or guarding of inmates, misuse of City/County property, or any other activity related to the work detail under this Agreement, regardless of the status of the inmate as a county or state**

prisoner; provided that Effingham County shall not be liable for damage or injury resulting from the non-performance or negligent performance of work by the inmates. While nothing stated herein shall be deemed to constitute a waiver of Effingham County's sovereign immunity as to claims raised by third parties, Effingham County waives sovereign immunity as a defense to any demand by the City of Guyton that the County indemnify it pursuant to this paragraph.

- (8) The City of Guyton shall indemnify and hold harmless Effingham County, its officers, representatives, agents, and employees from all suits, claims, or damages of any nature whatsoever resulting from the negligence of the City of Guyton, its officers, representatives, agents, and employees, related to the work detail and/or providing a safe workplace, under this Agreement. While nothing stated herein shall be deemed to constitute a waiver of The City of Guyton's sovereign immunity as to claims raised by third parties, The City of Guyton waives sovereign immunity as a defense to any demand by Effingham County that the City indemnify it pursuant to this paragraph.
- (9) The City of Guyton will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail.
- (10) The City of Guyton shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison. The correctional supervisor shall use his discretion to ensure the inmates wear and use the appropriate safety equipment required by the type of work to be performed.
- (11) Effingham County shall schedule and have performed all routine and other maintenance of the ride vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Guyton's City Manager prior to performing the maintenance. The City of Guyton shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary ride vehicle maintenance shall be paid within thirty (30) days of receipt.
- (12) The City of Guyton shall identify the work to be performed and the location thereof; provided however, that no official, employee, or agent of the City of Guyton shall exercise any immediate control, direction, or supervision over

any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct inmates accordingly. The City of Guyton Streets City Manager or his designee shall provide this direction and communicate work assignments on a weekly basis.

- (13) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Guyton will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days of receipt. The total cost of the correctional supervisor's salary and employment benefits is currently approximately Forty-seven Thousand Dollars (\$47,000.00) per year. This cost includes Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes. Effingham County will notify the City of Guyton each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (14) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Correctional Institution and shall follow all rules and regulations that are set forth by the County, State, Georgia Department of Corrections and Effingham County Correctional Institution.
- (15) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The Prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (16) This Agreement may be terminated at any time by either the Board of Commissioners of Effingham County or the City of Guyton, with or without cause, by providing the opposite party at least ninety (90) calendar days prior written notice.
- (17) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto.

NOW WHEREAS, This Agreement will become effective on this ____ day of _____, 2020, upon execution by all parties and will be in effect for the duration of the current fiscal year, through _____. At the end of the current fiscal year, this Agreement shall automatically renew for a further term of twelve (12) months, and at the end of each term of twelve (12) months for a further term of twelve (12) months unless either party terminates the Agreement in accordance with Section 16 of this Agreement.

The foregoing is agreeable this 1st day of December, 2020.

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wesley M. Corbitt
Wesley Corbitt, Chairman

Attested: S. Johnson
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY CORRECTIONAL INSTITUTION

By: Victor Walker
Victor Walker, Warden

THE CITY OF GUYTON, GEORGIA

By: Russ Deen
Russ Deen, Mayor

By: Hursula Pelote
Hursula Pelote, Councilwoman

By: T.M. Reiser
Marshal Reiser, Councilman

By: Joseph Lee
Joseph Lee, Councilman

By: William W. Sawyer, Jr.
William W. Sawyer, Jr., City Manager

By: Michael Johnson Jr.

Attested: 

Tina Chadwick, City Clerk

Agreement reviewed and approved by City Attorney,

By: _____


Benjamin M. Perkins

City Attorney for the City of Guyton, Georgia

Attested: _____

Tina Chadwick, City Clerk

Agreement reviewed and approved by City Attorney,

By:  _____

Benjamin M. Perkins

City Attorney for the City of Guyton, Georgia

Amendment No. 1 to the
Inmate Labor Agreement
Executed December 1, 2020
between
Board of Commissioners of Effingham County
and
The City of Guyton, Georgia

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 7th day of June, 2022 by and between the County of Effingham ("COUNTY") with offices at 804 S Laurel Street, Guyton, GA 31329 and The City of Guyton, Georgia ("CITY OF GUYTON") with offices at 310 Central Blvd, Guyton, GA 31312.

WHEREAS, THE COUNTY and the CITY OF GUYTON entered into an Agreement dated December 1, 2020 for Inmate Labor (as amended, the "Agreement"); and


WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2022 and ending on June 30, 2023.
2. Fee: As a result of the Compensation and Classification Study completed by Effingham County, the salaries for Correctional Officers have increased. The average salary/benefits (as defined in the Inmate Agreement) is currently \$58,000. Based on the Service Delivery Strategy, Guyton will receive a 3% credit against that total, bringing the amount to \$56,260, a \$9,260.00 increase.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

The City of Guyton, Georgia

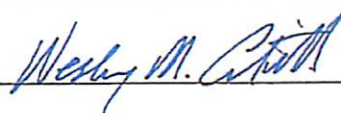
By: 

Printed Name: Russ Deen

Title: Mayor

Dated: 6/9/22

Effingham County Board of Commissioners

By: 

Printed Name: Wesley Corbill

Title: Chairman

Dated: 06/07/2022