

City of Guyton, Georgia
CITY COUNCIL MEETING
February 11, 2020



AGENDA

1. **Call to Order**
2. **Moment of Repose for Those Who Practice Some Other Faith**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Consideration to approve or amend the Agenda**
6. **Consideration to approve Minutes of Meetings**
 - a. January 14, 2020 Special Called Meeting at 6 p.m.
 - b. January 14, 2020 Organizational Council Meeting at 7 p.m.
 - c. January 21, 2020 Special Called Meeting
7. **Agenda Request(s)**
 - a. Kristen (Casa) – 5K run for the October Casa Ogeechee – request consideration for donation to event
 - b. Scott Thompson of 4 Hidden Creek Drive request approval for homes on 4 Hidden Creek Dr. Paul Cribbs is the home builder, 2.98 acres

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

8. **New Business**
 - a. Consideration to approve a proposal presented by Spatial Engineering, Inc.
 - b. Consideration to approve a Professional Services Contract with Nutter and Associates, Environmental Consultants
 - d. Consideration to Appoint Tina Chadwick as the City Clerk for the City of Guyton
 - e. Consideration to approve the City Clerk as the Pension Secretary
 - f. Consideration to approve the purchase of tablet computers for Mayor and Council
 - g. Consideration to approve the City of Guyton, Georgia Fire Department Rental/Lease Agreement
 - h. Consideration to engage the services of Linda Rineair for the City Clerk transition as deemed appropriate by the City Manager
 - i. Consideration to replace Michael Johnson with Joseph Lee on the committee to analyze the status of the WWTP established at the 01/14/2020 meeting

9. General Government

- a. Discussion of an Intergovernmental Agreement for use and Distribution of Proceeds Generated by the 2020 Transportation Special Purpose Local Option Sales Tax Referendum
- b. Discussion of the City of Guyton Event Calendar for the year 2020
- c. Discussion of the Census (Mayor Deen)
- d. Discussion of a (Draft) Purchasing Policy (Brett Bennett)

10. Reports from Staff or Committees

Public Works – Jacob Ford
Fire Department- Chief Clint Hodges
Interim City Manager – Brett Bennett

11. Dates to Remember

02/21/2020 Mayor and Council Retreat beginning at 9:00 a.m.

12. Consideration to move from the Regular Meeting into an Executive Session, if needed

13. Consideration to move from the Executive Session back into the Regular Meeting

14. Consideration to Adjourn this meeting



City of Guyton
Special Called Council Meeting
January 14, 2020 – 6:00 p.m.

DRAFT Until Approved - MINUTES OF MEETING

Call to Order

Mayor Jeff Lariscy called the January 14, 2020 City of Guyton Special Called Council Meeting to order at approximately 6:00 p.m. Mayor Jeff Lariscy, Mayor Pro Tem Franklin Goldwire, Council Member Steve Collins, Council Member Joseph J. Lee, and Council Member Michael B. Johnson, Sr. were present at this meeting.

Others Present – Interim City Manager Brett Bennett was present.

Guest Present - The guests sign-in sheet is filed in the office of the City Clerk.

Dispense with the regular order of business

Johnson made a motion to dispense with the regular order of business. Goldwire seconded the motion. **Motion passed unanimously.**

Consideration to appoint an Interim City Clerk for the day of January 14, 2020

Collins made a motion to appoint Linda Rinear as the Interim City Clerk for the day of January 14, 2020. Lee seconded the motion. **Motion passed unanimously.**

Adjournment

Goldwire made a motion to adjourn this meeting at approximately 6:04 p.m. Johnson seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
City Council Organizational Meeting
January 14, 2020 – 7:00 p.m.

DRAFT Until Approved - MINUTES OF MEETING

Call to Order

The January 14, 2020 the City of Guyton City Council Organization Meeting, per the City of Guyton Charter, was called to order by the Interim City Clerk for this date, Linda Rineair, at approximately 7:00 p.m. Council Member Michael Johnson Sr. and Council Member Joseph Lee were present at this meeting.

Others Present - Interim City Manager Brett Bennett, City Attorney Ray Smith, and Interim City Clerk for January 14, 2020 Linda Rineair were present.

Guest Present - Numerous guests were present at this meeting. The guests sign-in sheets are filed in the office of the City Clerk.

Swearing in Ceremony

The following newly elected officials were sworn in by the Interim City Clerk for 01/14/2020, Linda Rineair: Russ Deen was sworn in as the Mayor of the City of Guyton. Hursula W. Pelote was sworn in as Council Member (Post #2), T. Marshall Reiser was sworn in as Council Member (Post #1). Afterwards the three newly sworn-in officials took their seats with the other Council Members before the meeting moved forward.

Moment of Repose for Those Who Practice Some Other Faith

Mayor Deen asked all present to take a brief repose for those who practice some other faith.

Invocation

Pastor Joel Tucker of the Guyton Christian Church gave the invocation.

Pledge of Allegiance

The Pledge of Allegiance was led by Johnson.

Approval of Agenda (Amended Agenda)

Johnson made a motion to approve the Amended Agenda, as presented. Pelote seconded the motion. **Motion passed unanimously.**

Presentation of Certificates of Appreciation to Jeff Lariscy, Steve Collins, and Franklin Goldwire

Mayor Deen left his seat with Council and stepped to the front in order to present certificates of appreciation. Mayor Deen presented a certificate of appreciation to Franklin Goldwire, former Mayor Pro Tem, thanking him for four years of dedicated service with the City of Guyton Council. Former Mayor Jeff Lariscy and former Council Member Steve Collins were unable to attend this meeting to receive their certificates of appreciation.

Approval of Minutes

Johnson made a motion to approve the minutes from the December 10, 2019 and December 17, 2019 meetings. Lee seconded the motion. **Motion passed unanimously.**

Mayor's Opening Words

Mayor Deen welcomed the guests to the meeting, stating "the greatness of Guyton is the people in this room and the people of this community. We can move forward together. We can do great things together and I firmly believe we can bring about a golden age for our city together if we continue to encourage each other, listen to each other and laugh with each other as we should. I think only good things can happen with our city."

Mayor Deen asked that guests sign-in when they enter the Council Room and that anyone scheduled to speak step forward to the podium when asked and state their name for the record. Mayor Deen also advised that we are going to stop having comments from the galley, Deen said "Hopefully we will have cooperation, ease of service and respect in this room. I appreciate you all for following these rules."

Agenda Request

Mayor Deen briefly reported that an agenda request had been submitted by David E. Rollins of 614 Holley Avenue requesting consideration to get road access across from Guyton property to his, located off Riverside Drive with the possibility to lease Guyton property for hunting and fishing.

David Rollins stepped to the podium and presented the Mayor and Council with a hand-drawn sketch containing the location of the road, along with sewer pipe, canal, adjacent property owner's information, etc. Rollins, President of a Hunting Club, would like to find some type of solution to a problem, which will give him access to the property such as leasing the property he might be able to keep the sewer pipe open. The pipe stays plugged. Beavers stop it up. He opens it up and stated that two days later they (beavers) will plug it back up. Rollins would like to lease the property for hunting and fishing. That would provide him access to keep that sewer pipe open. Rollins further stated if that is not possible if he could get road access to get up in there to get to their property, he could keep that sewer pipe open. Rollins has talked with his neighbor, a retired core engineer, who told him that's a natural waterway and stated that you cannot block or obstruct a natural waterway. Rollins would like to find a solution to the problem that has been going on for almost three years.

Bennett expressed that bond documents would need to be reviewed to see how much of the property could be used regarding hunting and fishing, see what would be prohibited in the bond documents understand the liability of such. The City Attorney could educate Council on that. Bennett has not talked with Mr. Rollins, as he has only been with the City of Guyton for a few weeks but stated that he would be willing to sit down and get more familiar and go out there and look at it. Rollins advised that it is all under water right now. Attorney Smith suggested this may need to be looked at by Parker and that we need to remember, before we get too far into this, that this may be in the unincorporated area in the county. The Plant there is in the county. Rollins advised that the canal is on the right side. The water is supposed to run to the river. The beavers got it stopped so its detoured to a branch. All the water is coming right on his property. After a brief discussion Mayor Deen suggested that a meeting be coordinated so Mr. Rollins could meet with Mr. Bennett so they may look on GIS and get a better picture and see where they could go from there. Rollins also advised of insurance he has on the property and that he would be willing to put that on the Guyton property and stated that all he would have to do is add it onto it and the city could make a contract to get road access to it and Rollins would agree to sign a not responsible for injury or damage to a vehicle document.

ALL PUBLIC COMMENTS WERE LIMITED TO AGENDA ITEMS ONLY

NEW BUSINESS

Consideration to appoint a Mayor Pro Tem

Reiser made a motion to appoint Michael B. Johnson, Sr. as the Mayor Pro Tem. Pelote seconded the motion. **Motion passed unanimously.**

Consideration to name an Interim City Clerk effective 01/15/2020 until the position is filled permanently

Bennett discussed the need for an Interim City Clerk, in title only, who would come in on a part-time basis to handle open record requests, will also be helping Bennett with minutes and Agendas, etc. until the position is filled.

Pelote made a motion to name Linda Rineair as the Interim City Clerk effective January 15, 2020 until the position is filled permanently. Reiser seconded the motion. **Motion passed unanimously.**

Consideration of a proclamation to recognize the Macedonia Baptist Church for 150 years of service

Mayor Deen read the proclamation. Johnson made a motion to approve the proclamation. Lee seconded the motion. **Motion passed unanimously.**

Mayor Deen asked that Lula Seabrooks step forward. Ms. Seabrooks asked that the Pastor also step forward. Mayor Deen presented the proclamation to Pastor Lon Maurice Harden and Lula Seabrooks.

Consideration of nominations to the Planning and Zoning Board

Pelote advised that two seats are open. Pelote made a motion to nominate Tamela Mydell and Andy Harville to the Planning and Zoning Board. Reiser seconded the motion. **Motion passed unanimously.**

Consideration of nominations for the Historical Preservation Committee

Mayor Deen is aware that one seat needs to be filled. Reiser made a motion to nominate Tom Barnes to the Historical Preservation Committee. Johnson seconded the motion. **Motion passed unanimously.**

Consideration of an appointment to the Effingham County Industrial Development Authority

Bennett advised that Lon Hardin's appointment is up, and that Mr. Hardin is willing to serve. Johnson made a motion to appoint Lon Hardin to the Effingham County Industrial Development Authority. Pelote seconded the motion. **Motion passed unanimously.**

Consideration to approve a proposal for Municode for the codification of City Ordinances

Interim City Manager Bennett explained that Muni Code is the source for codification of ordinances and posting on the web. It will be a long process which takes about nine to twelve months. They go through every ordinance, they go through your Charter, to make sure there is no conflicts with the law and make sure there is no conflicts with each other. Bennett thinks that \$20,000 was budgeted for codification this year and advised this is only \$8,500. It would be paid over a time period. Bennett entertained any questions of the Mayor and Council.

Attorney Smith advised that is the premier of service not just in the state of Georgia, but across the country and that is probably the best insurance policy there is. As an ordinance is passed it is incorporated in it.

Mayor Deen spoke with multiple Mayors at the New Mayors Meeting and all of them are on Municode and only had praise for the service. As a member of the Planning and Zoning Board for a decade they struggled to find their way through paper copies and the occasional scanned in document. This would allow citizens to look up codes on their own on the internet. It is the service to go with on that.

Pelote asked how long Municode would service this. Bennett advised that the first step in the process is the codification and it is a set fee to a certain number of pages, but Bennett does not believe we will meet that number of pages. It is around \$550 per year for subscription to host it. There are a lot of additional optional services the City could have, but Bennett does not recommend them at this time until the city gets to a good starting point.

Reiser made a motion to approve the proposal for Municode for the codification of City Ordinances, (Recodification at \$8,500 + \$550 online hosting). Lee seconded the motion. **Motion passed unanimously.**

Consideration to renew Dental, Vision, and Life Insurance with Anthem BCBS

It is time for renewal, with no changes to the rates. Bennett would suggest that the City looks for more options down the road, but currently, with no increase in rates, he recommended that the City move forward with the renewal. This renewal is for dental, vision, and life which is optional for the employee. This does not include health.

Pelote made a motion that the City continue with the renewal for the dental, vision, and life for the employees. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to authorize the City Manager to contract with a qualified accounting professional for services

One of the biggest challenges Bennett would say are financial matters, which are many months behind in excess of a year of reconciliation of bank statements. That is going to include reconcile of bank statements which requires extra work to determine which entries were missed or which transactions were missed. Bennett feels he is completely capable of doing it, but it would probably consume every bit of his time for the next month. Bennett's recommendation would be to have someone come in to help us with that and get it knocked out so we can move forward. If the Council authorizes Bennett to contract for these services he would like to ask especially, since we have one council member that is a CPA, to include him as well as anybody else to a quorum to develop a scope of work and a fee associated with that. Bennett advised that the cost could depend on what you find when the process starts.

Reiser expressed his support and advised that this is a focus that we should have to come up from where we are and move forward on certain things for budgets and audits in the future and feels this will be money well spent. Reiser would like to serve in consultation with Bennett in the selection process.

Bennett does not believe it will be as he first thought as far as finding missing transactions. This will help us in the long run. Bennett advised that this would be a one-time thing. Mayor Deen desires to have two Council Members with him during the selection and would recommend Reiser and Lee.

Johnson made a motion that Reiser and Lee work with the Interim City Manager Bennett in finding a qualified accounting professional for services with a different firm. Pelote seconded the motion. **Motion passed unanimously.**

Consideration to authorize the execution of a letter authorizing the de-annexation of Mr. Holmes property

Bennett informed new Council Members that this has been brought up for a couple of meetings. There was some confusion as to whether this property was in the city limits or not. There has been a letter drafted to go to the Board of Commissioners, copy in Council packets. The attorney has reviewed it and recommended that the Council approve it prior to being submitted.

Attorney Smith explained this item to new Council Members. The property is in a cluster of lots and every effort was made to find the minutes where it was annexed, but they were not found. Resultingly what has happened is we have treated it for years and Effingham County has treated it for years as part of the City of Guyton. The one real drawback to it is that if we de-annex it, it does create an unincorporated island. We

begin the process, if he wants it de-annexed, by notifying the county on the letter that we have looked at and put together here that the City has accepted an obligation to the de-annexation of that property. Smith believes that it is 30 days that they must make their objections known. It is exactly like an annexation except they have fewer avenues to object and when the time passes, and the objections are not there then it is de-annexed. Mayor Deen advised that he thought that property was in the unincorporated area already.

Reiser stated that part of the county website indicates all properties on that side of the road are county property, not city property, except for the park. Reiser thinks if the property is de-annexed and if it is no longer in the city it would be consistent with the surrounding properties.

Attorney Smith said, "again it is confusing because you cannot point to a set of minutes and say this was annexed here." A brief discussion followed.

Pelote made a motion to authorize the execution of the letter authorizing de-annexation of Mr. Homes property. Reiser seconded the motion. **Motion passed unanimously.**

Attorney Smith stated, "certified mail, return receipt requested."

Consideration to approve the subdivision of property for Habitat for Humanity

In previous meetings, Bennett believes, that Council took up this subdivision before and it was brought to his attention that a report needed to be done. Council could see the revised plan, in packets, along with final correspondence reviewing says that all his comments have been addressed and it meets standards.

There was an original review from Mr. Parker with EMC addressing with some comments. Mayor Deen advised that the city engineer has approved this plan and we are good to move forward. A brief discussion followed.

Reiser made a motion to approve the subdivision of property for Habitat for Humanity. Lee seconded the motion. **Motion passed unanimously.**

Consideration of establishing a committee to analyze the status of the WWTP

Council Member Reiser requested consideration to form a committee of some type that would include maybe a couple of council members, potentially some folks in the community to analyze the status of the wastewater treatment plant, including the financial condition, status of the operations and the ability of it to provide the services that we hope it can provide. Mayor Deen agreed that a general overview would be a good idea. A brief discussion followed.

Reiser made a motion to establish a committee to analyze the status of the Wastewater Treatment Plant consisting of Mayor Pro Tem Johnson, a few citizens, and himself. Lee seconded the motion. **Motion passed unanimously.**

Consideration to approve the purchase of a probe system for Linton Lane pump station

Interim City Manager Bennett explained the need for the probe system and went over quotes received for the purchase of a probe system. Bennett feels that GWI is more familiar with our systems and they have responded quickly when called.

Johnson made a motion to approve the purchase of a probe system from GWI (in the amount of \$2,901.13) for the Linton Lane pump station. Pelote seconded the motion. **Motion passed unanimously.**

GENERAL GOVERNMENT

Discussion of the status of the Leisure Services Committee

Lee reminded council that the Leisure Services does functions for the city and he would like to get it back going. The Leisure Services was unacted by the previous Mayor. Lee would like to open it back up. Lee advised that anyone wishing to serve on the Leisure Services Committee to come by the City Hall and let us know.

Mayor Deen stated that part of his campaign was to increase community participation and community activities. Mayor Deen has spoken with Mr. Bennett about this earlier. Mayor Deen suggested perhaps a Community Services Board, which will serve in a very similar capacity to the Leisure Services. This is where he is calling on all of you (those present) who are in the city and would like to be involved with this. This would not be a huge time commitment. At the same time, we could increase the number of activities we have. We had a wonderful illumination service this year. We had the caboose lighting. Musicians coming out. The sale on the trails was our biggest draw and all these things would be improved upon with a committee designated to set up more things. Bringing our churches involved, bringing our other civic organizations involved, making use of all the assets we have like the old gym which we are working on. There is a ton of growth in Guyton as more and more families move here. They are just coming in gross. Mayor Deen expressed that he would really appreciate it if anyone in this room (Council Chambers) is interested or if you know of someone who is interested please talk to Crisa at City Hall, we will get your information and we will be in touch before the next meeting, next month, where we would set this board in motion.

Discussion of the process for amending the City Charter

Bennett has already reached out to our State Representative and that is the route you must go through, even Legislative Counsel. The first step is GMA (Georgia Municipal Association) sends out a model Charter. The first few pages are included in council packets, because it is a rather large document. It out-lines the many options for different forms of Government. This is the primary discussion that must take place for the City. If Council wants to make minor revisions, we can get something done this year. If Council wishes to do significant overhaul you will not be able to get it done, just because there will not be enough time for discussion to get the amendment and to get a document that we all can approve to be sent to the Legislature in time for them to approve.

Attorney Smith stated, "November usually closes that door." Mayor Deen asked for clarification as to would this procedure be amending our current Charter, not a brand new one. Bennett replied, in his opinion it is easier, when we have these older Charters to start with GMA's model Charter. Council would not be really amending the Charter but would be creating a new Charter.

Attorney Smith advised that always a new one because you do not want anything from the past dragging you back.

Mayor Deen stated, "If citizens are interested GMA is the Georgia Municipal Association. GMA does a lot to help our city and all the cities in the state. There is a sample Charter on their website, of all the different types of Charters that are available." The City of Guyton has a Strong Mayor system. We are looking at the more common City Manager – Council, which is in almost every city that he's met with and talked to Mayors of are on that system, or basically doing that system and have not updated their Charters. This would be a big undertaking and would require some work sessions and workshops. Council has had some discussion and we want to bring ourselves into this century.

Discussion of the hiring process for City Clerk and City Manager

Bennett advised that both positions are currently open. The City Clerk was well on her way when he came in. Bennett has done some preliminary interviews and spoke with Council individually about this process. He would like to recommend three or four to Council for the Council to interview. The City Clerk is a unique position, as they are the Clerk of Council, they work for Council. Obviously, there is some direction from the staff, but at the end of the day this is your Clerk. Bennett has interviewed five and will probably interview a couple more this week, but would like to schedule a called meeting soon, to get that position filled, because that is probably one of the more critical positions in city government.

Mayor Deen asked Bennett to clarify that Council would hold an Executive Session in order to interview them. Bennett replied, "Correct, and he would refer to our Attorney that interviews for these types of positions can be done in Executive Session." Attorney Smith agreed that interviews of this nature can be done in Executive Session. You can do it at Special Meetings, and he thinks it is critical and that we need to remember under our present Charter the only persons that the City Charter actually names "you shall have the City Clerk and City Attorney." Furthermore, Attorney Smith explained that the City Charter is almost as Constitution. You are dealing with an issue that arises to that level.

A brief discussion followed.

Bennett also brought up the City Manager position, which he is filling in as Interim, and to recruit a City Manager. Bennett asked if Council would like to go about that position in the same way. Bennett would like to suggest that he be allowed to do some preliminary interviews and make a few recommendations to Council. Bennett asked if there was any objection to that. No objections were expressed from the Mayor or Council Members.

Discussion of the implementation of tablets for City Council Members

Mayor Deen reported to Council that Mayor Lariscy had dropped off some of his recommendations for tablets/laptops and had discussed the benefits of both. With the City going to an on-line code and this allows Council to better communicate in terms of having a device that is dedicated to city work and is a minimal expense of about \$460 each for five people and believes it would be money well spent and allows Council to work better and communicate more. Communication is key in what Council does. Mayor Deen asked that Council look these over. A brief discussion followed.

Reports from Staff or Committees

Legal - City Attorney Smith – Asks that the Council consider holding an Executive Session, there will be on going litigation that he would like to discuss to bring everyone up to date.

Police Department - Interim Chief Coppola was unable to attend this meeting, as he has sickness in his family.

Public Works - Jacob Ford - For the month of December the Public Works completed 73 work orders and completed 46 locates. Ford went onto report further information to Council.

Fire Department - Chief Clint Hodges – The Fire Department ran 296 calls in December with about 21 within the city itself. December, as far as fire alarms was high compared to most months, but it is cold, and people crank their heaters up. Had several civic engagements. Mayor Deen wanted to personally thank Hodges for all the activities that Hodges has supported and advised Hodges that he has been a boom to our city.

Interim City Manager - Brett Bennett – Will have the Council a formal report one day next week. Did want to mention that Effingham Day at the Capital is coming up in February. Also, GMA's Cities United is coming up later this month. All three newly elected officials are signed up for Newly Elected Training, as required. The counties and cities are beginning to discuss T-SPLOST. We need to have a meeting soon, not an official meeting, not a quorum, but to have some preliminary discussion. Bennett asked Council to let him know who is interested in attending that, just preliminary discussion, nothing official at this time. Bennett updated Council that he is really diving into numbers in the budget. There will be a budget amendment in the next month or two, depending on how quickly things progress. Bennett mentioned that Council will be signing bank signature cards. Something upcoming, we have done some GIS locating work. Prior to Bennett coming here we have all this mapping data so coming up he will have to present something to Council for another company to take that data and help us manage that GIS data. That will help us know where all our infrastructure, main and water/sewer will be. Bennett has prepared employee evaluation

forms; he is not sure that these have been being done this past year and he will do some of those prior to his departure so the new City Manager will have some background data to work off.

Dates to Remember - Mayor Deen reminded Council Members and those present of the following dates to remember:

01/18/2020 MFH Grits Cook-off at Guyton Christian 10am
01/20/2020 MLK Day Events
Homer Lee Wallace MLK Breakfast at the Rec Dept. 7:30am
Parade in Springfield at 10am
Children's Award Ceremony at Recreation Dept. at 12:00pm
Evening Service at Mt. Carmel Holiness in Rincon at 6:00pm
01/24/2020 GMA – Cities United Summit
02/11/2020 Effingham Day at the Capitol

Adjournment to move from the Organizational Meeting into an Executive Session reference Personnel and Litigation

Johnson made a motion at approximately 8:08 p.m. to adjourn from the Organizational Meeting into an Executive Session reference Personnel and Litigation. Pelote seconded the motion. **Motion passed unanimously.**

A brief recess of approximately 10 – 15 minutes occurred prior to the actual beginning of the Executive Session.

Adjournment from Executive Session back into the Organizational Meeting

Pelote made a motion at approximately 9:50 p.m. to adjourn from the Executive Session back into the Organizational Meeting. Reiser seconded the motion. **Motion passed unanimously.**

Adjournment

Pelote made a motion at approximately 9:52 p.m. to adjourn this meeting. Lee seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
Special Called Council Meeting
January 21, 2020

DRAFT Until Approved - MINUTES OF MEETING

Call to Order

Mayor Russ Deen called the January 21, 2020 City of Guyton Special Called Council Meeting to order at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Sr., Council Member Joseph Lee, Council Member Hursula Pelote, and Council Member T. Marshall Reiser were present at this meeting.

Others Present: Interim City Manager Brett Bennett and Interim City Clerk Linda Rineair were present.

Guest Present: The guests sign-in sheet is filed in the office of the City Clerk.

Consideration to move from the Special Called Council Meeting into an Executive Session reference Personnel and Litigation

Johnson made a motion, at approximately 7:01 p.m., to move from the Special Called Council Meeting into an Executive Session reference Personnel and Litigation. Pelote seconded the motion. **Motion passed unanimously.**

Consideration to move from the Executive Session back into the Special Called Council Meeting

Reiser made a motion, at approximately 9:41 p.m., to move from the Executive Session back into the Special Called Council Meeting. Pelote seconded the motion. **Motion passed unanimously.**

Consideration to take any actions, if needed, reference the Executive Session

Lee made a motion to authorize the Interim City Manager Brett Bennett to make an offer of hire for the City Clerk position. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to Adjourn the Special Called Council Meeting

Reiser made a motion to adjourn the Special Called Council Meeting at approximately 9:45 p.m. Johnson seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk

City of Guyton, Georgia

Established 1887

Working Together to Make a Difference

GUYTON CITY COUNCIL AGENDA REQUEST

Date of Request: Feb. 11 1-24-2020 Council Meeting Date: Feb. 11

Name of Person Making Request: Kristen (Casa)

Address: _____

Phone Number: 912-764-4849 Email: _____

Explanation of Request with attached supporting documentation, if any:

Casa 5k run for next october
Casa Ogeechee
1,000 donated to casa from the city.

Please complete and return this Agenda Request form to the City Clerk by **12:00 pm on the Thursday prior to the City Council meeting.** Acceptance will be based upon the number

City of Guyton, Georgia

Established 1887

Working Together to Make a Difference

GUYTON CITY COUNCIL AGENDA REQUEST

Date of Request: 1/31/2020 Council Meeting Date: 2/11/2020

Name of Person Making Request: Scott Thompson

Address: 4 Hidden Creek Dr.

Phone Number: 912-663-5457 Email: _____

Explanation of Request with attached supporting documentation, if any:

Approval for Homes on 4 Hidden Creek Dr
Paul Cribbas is the Home builder. 2.98 Acres

Please complete and return this Agenda Request form to the City Clerk by **12:00 pm on the Thursday prior to the City Council meeting**. Acceptance will be based upon the number

310 Central Avenue, PO Box 99, Guyton, Georgia 31312
912.772.3353 www.cityofguyton.com



Proposal

**RightSpot GIS Services
City of Guyton, Georgia
PID No. 20001**

January 27, 2020



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 (CITY) 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. On January 6, 2020, Mr. Brett Bennett, Interim City Manager, provided the GIS files created by Mike Bickley Gis Mapping, Waynesboro, GA. Mr. Bennett met with Spatial Engineering January 7, 2020 to review the data and the possibility of implementing RightSpot™ GIS Services. This document is an unsolicited proposal to implement RightSpot Services.

2 Points of Contact:

Spatial Engineering, Inc.

Project Manager:

Paula Edwards, PMP, GISP
613 Towne Park West Dr., Ste. 202
Rincon, GA 31326
pedwards@spateng.com
O: 912-826-6688

City of Guyton, GA

Interim City Manager:

Brett Bennett
310 Central Blvd
Guyton, GA 31312
Brett.bennett@cityofguyton.com
O: 912-772-3353

3 Task 1 – RightSpot Data Access

Approach: SPATIAL will setup a RightSpot site based on existing CITY GIS data. SPATIAL will work with the CITY to determine what data to load into RightSpot. SPATIAL will not edit or change CITY data. The data will be published to authorized users via RightSpot. ONLY authorized users will have access to the data; and the data access will be READ ONLY. The intent is for RightSpot to be the internal viewer for CITY GIS data.

3.1 Cost Breakdown:

1. RightSpot set-up fee: \$500 (One-time, non-recurring fee)
2. Import and configure existing CITY GIS data: \$500 (One-time, non-recurring fee)
3. 4-months data access: \$1,600 (The annual recurring fee is \$4,800)

3.2 Scope of Work:

1. Provide CITY access to their data.
2. Provide battery backup for power outages.
3. Provide system monitoring and support.
4. Provide secure HTTPS encryption.
5. Provide user management and password control.
6. Provide RightSpot access for 10 unique users.
7. Provide mobile GIS viewer using HTML5. (Tablet and Smartphone, requires internet access)
8. Provide RightSpot tools and workflows including:
 - Simple Search (available on all data layers except raster (imagery))

- Advanced Query (detail search)
- Mailing Labels (dependent on County Parcel and Address Point data)
- Field Notes/Attachments
- Project As-built data (if data is available)
- Water Break Isolation (dependent on quality of water data)
- Sewer Trace (dependent on quality of sewer data)
- Stormwater Trace (dependent on quality of stormwater data)
- Flood Zone Report (dependent on flood zoning data)
- Property Zoning Report (dependent on zoning data)

3.3 Deliverables:

1. RightSpot access
2. Monthly updates (based on data changes)
3. CDROM of all GIS data and linked documents upon request

3.4 Travel:

1. None.

3.5 Schedule:

1. Setup: Notice to Proceed (NTP) + 15 calendar days
2. RightSpot Access: NTP + 4 months
3. NTP March 1, 2020

3.6 Assumptions:

1. **The Interim City Manager requested the annual fee prorated to align with the CITY's fiscal year (July 1 – June 30). The cost value proposed covers four months and assumes the state date is March 1, 2020.**
2. Standard RightSpot set-up procedures apply.
3. All data maintenance will be performed under separate on-call services task.
4. The CITY is required to have internet access. Internet access is not included in this proposal.
5. SPATIAL does not guarantee access against natural disaster, national disaster, and forces outside our control.
6. SPATIAL does not guarantee internet connectivity between SPATIAL's network demarcation point (DP) and the CITY'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.

4 Task 2 – Project Data Layer (25 Projects)

Approach: SPATIAL will setup a data layer to capture project data. Project data may include subdivision drawings, utility upgrades, lift station drawings, treatment plant drawings and more. Many of these documents are located in hardcopy paper format. Some are located in digital format. However, few are readily available and quickly accessible. The purpose of this layer is to geolocate project as-builts and link digital copies of the drawing data (PDF, JPG, etc.) to the associated project. The project data and digital as-builts will be available via RightSpot.

4.1 Cost Breakdown:

1. The cost for this task is \$2,288.

4.2 Scope of Work:

1. The CITY will provide scanned images (preferably PDF format) for 25 projects.
2. SPATIAL will create project data layer:
 - a. Georeference project
 - b. Digitize project boundary
 - c. Attribute basic project metadata (Date, Project Number, Name, Owner, Phone, etc.)
 - d. Optimize scanned project data for web
 - e. Link scanned project to GIS record
3. SPATIAL will QC Project layer.
4. SPATIAL will load and publish the Project layer in RightSpot.

4.3 Deliverables:

1. SPATIAL will provide access to project data, including linked drawings, via RightSpot.

4.4 Travel:

1. None.

4.5 Schedule:

1. Receipt of scanned data from CITY + 15 calendar days

4.6 Assumptions:

1. The CITY will provide 25 scanned project data sets in PDF or JPG format.
2. SPATIAL will not edit/change scanned data.
3. Project location based on as-builts. This task does not include field verification.

5 Task 3 – On-Call Services (OCS)

Approach: On-Call Services (OCS) provides the CITY the ability to request data updates, analysis, maps, field collection, application development, etc. on an as needed basis. The City Manager, or their designee, must approve the OCS prior to beginning work. All work will be estimated based on SPATIAL's current published rate schedule.

5.1 Cost Breakdown:

1. SPATIAL is authorized to execute tasks not to exceed \$1000 per month. Tasks greater than \$1000 will be estimated and approved prior to start of work.
2. The estimated cost is based \$1000 per month for four months starting March 1, 2020.
3. SPATIAL will use their current commercial rate schedule.
4. SPATIAL will estimate and execute with the appropriate skill level.
5. Work requests, if any, are billed monthly.

5.2 Scope of Work:

1. SPATIAL will provide services as requested.
2. The CITY may request services using email or telephone.
3. OCS may include, but are not limited to:
 - a. Data extraction from as-builts and updates
 - b. Scanning and digitizing services
 - c. Field data collection, drone aerial collection, and GPS survey
 - d. Custom workflows and GIS application development
 - e. GIS analysis and products
 - f. Map production
 - g. Basic GIS technical “help desk” support

5.3 Deliverables:

1. SPATIAL will incorporate resulting OCS products into the CITY’s RightSpot database, where appropriate.
2. SPATIAL will provide OCS products per specified requirement.

5.4 Travel:

1. Local travel.

5.5 Schedule:

1. The schedule of each request is specific to the request.

5.6 Assumptions:

1. The City Manager or their designee assigns/approves request.
2. SPATIAL will not bill the CITY unless tasked.
3. On-Call Services are estimated at \$1000 per month.

6 Task 4 – Extract As-built Water, Sewer, Storm, Easement

Approach: Extract water, sewer, storm, and easement (WSSE) data from the 25 as-built projects in Task 2 above. The purpose of this task is to digitize and attribute WSSE data into GIS format. The data will be used to update the CITY’s utility GIS data. The data will be available via RightSpot.

6.1 Cost Breakdown:

1. Extract WSSE data for 25 projects: \$20,277.00.
2. One time Lump Sum.

6.2 Scope of Work:

1. Digitize water, sewer, storm, and easement data from project as-builts. Update base data layers from extracted data. This task assumes 25 projects.
2. Based on as-built/GIS data provided January 6, 2020 from B Bennett, Interim City Manager.
3. Digitize/Extract the following features.
 - a. Water System
 - i. Main lines/pipes
 - ii. Fire Hydrants
 - iii. Main/Fire Hydrant valves
 - iv. Water meters (if they exist)
 - v. Pump Stations
 - b. Wastewater System
 - i. Manholes
 - ii. Lift Stations
 - iii. Wastewater Treatment Plant
 - iv. Gravity Main lines/Force Main lines
 - c. Stormwater System
 - i. Ditches
 - ii. Main lines
 - iii. Inlets
 - iv. Culverts
 - d. Easements
 - i. Utility easements
 - ii. Drainage easements
4. Create metadata for all feature layers
5. Create network topology ensuring connectivity between all features
6. Perform a preliminary assessment of the utility network topology and report gaps in data.
 - a. Identify orphan features.
 - b. Prepare discrepancy report.
7. Load data into RightSpot geodatabase.

6.3 Deliverables:

1. Water system data layer(s) via RightSpot.
2. Sewer system data layer(s) via RightSpot
3. Storm system data layer(s) via RightSpot

4. Easement data layer via RightSpot
5. Data assessment report.

6.4 Travel:

1. Local

6.5 Schedule:

1. Receipt of project data + 60 calendar days.

6.6 Assumptions:

1. The CITY will provide all project data in Adobe PDF. CADD data may accompany PDF, but not replace the PDF.
2. The project data will come from the scanned as-builts in Task 2.
3. This task assumes no more than 25 projects.
4. The utility geodatabase design and network topology will follow RightSpot's design.
5. Some GPS survey may be required to validate project location.

7 Cost Summary

Three cost options are presented below.

Cost Options			
Task	Option A	Option B	Option C
Task 1 - RightSpot⁽¹⁾			
Initial Fee (Prorated for 4 months)	\$1,600	\$1,600	\$1,600
One-time setup fee	\$500	\$500	\$500
Import/configure CITY data	\$500	\$500	\$500
Task 2 – Project Data Layer (25 Projects)			
	\$2,539	\$2,539	\$2,539
Task 3 – On-Call Services			
		\$4,000	\$4,000
Task 4 – Extract As-Built Data			
			\$20,056
Total	\$5,139	\$9,139	\$29,195
Initial Chosen Option			
Acceptance:			

(1) The cost for RightSpot (Task 1) is fixed for the contract period. The payment for Task 1 is due at Notice to Proceed. SPATIAL has the right to adjust the data management fee at the anniversary of the contract. SPATIAL will provide 90-day notice to the CITY of any change to the fee.


(2) On-Call Services are estimated when requested. The value presented is for budgeting purposes.

8 Renewal and Cancellation Policy

The contract period for the services presented herein begin at Notice to Proceed (full execution of this proposal) and continue to June 30, 2020. The contract will automatically renew on the anniversary date for an additional one-year term. The CITY and SPATIAL may terminate services provided the receiving party is given, in writing, a 30-day notice. Upon termination, SPATIAL will return all CITY data in Esri ArcGIS format within 15 calendar days.

9 Proposal Acceptance

If the tasks, schedule, and cost presented in this proposal are acceptable, please select a cost option, sign, date, and return a copy to Spatial Engineering, Inc.

For: Spatial Engineering, Inc.	For: City of Guyton, GA
 <small>Digitally signed by Richard L Truluck: A0109690000013262AE570A000104DC DN: C=US, O=U.S. Government, OU=ECA, OU=IdenTrust, OU=SPATIAL ENGINEERING INC., CN=Richard L Truluck: A0109690000013262AE570A000104DC Date: 2020-01-27 16:05:34</small>	 _____ Date: _____
Date: <u>01/27/2020</u>	 _____ Name: _____ _____ Title: _____
Richard Truluck, P.E. President O: 912-826-6688 rtruluck@spateng.com	



360 Hawthorne Lane
Athens, GA 30606-2152
P (706) 354-7925
F (706) 354-7928
www.NutterInc.com

January 27, 2020

Mr. Brett Bennett, Interim City Manager
City of Guyton
PO Box 99
Guyton, GA 31312
Brett.Bennettcityofguyton.com

Subject: City of Guyton Land Application System Site Investigation and Design Basis
(Non-Mechanical), Effingham County, Georgia. Proposal No. 18-036-2020.

Dear Brett,

Nutter & Associates (NAI) is pleased to provide a scope and budget for assisting the City of Guyton in the developing a Soil Investigation and Design Basis Report in support of the proposed City of Guyton Land Application System (LAS) expansion of new wetted field area in Effingham County, Georgia. It is our understanding that the Georgia Environmental Protection Division (EPD) is requiring additional site information and groundwater mounding analysis to support approval of the LAS design development report (DDR).

We appreciate this opportunity to assist you through completion of the following two tasks, which will be completed in accordance with the Georgia EPD's *Guidelines for Slow-Rate Land Treatment of Wastewater via Spray Irrigation (Revised July 2010)*.

Task 1. Detailed Site Evaluation

For the soil investigation, NAI staff will advance and log shallow soil borings throughout the approximate 40-acre area of suitable soils, as identified per Parker Engineering's Site Selection and Evaluation Report, dated October 18, 2019. The borings will be advanced at a resolution of at least one boring for every acre of suitable area. Soil log descriptions will include texture, color, slope, drainage class, depth to seasonal high-water table, and depth to water restrictive horizons.

Composite samples of soil from the surface and subsurface soil horizons will be retained for analysis of soil chemical properties critical to land application system design including soil pH, cation exchange capacity, percent base saturation, phosphorus adsorption, nutrients, and agronomic trace elements.

Mr. Brett Bennett, Interim City Manager
City of Guyton
January 27, 2020
Page 2

Field tests for saturated hydraulic conductivity of the first restrictive permeability horizon encountered beneath the surface will be conducted for each soil series using the constant head permeameter method.

All boring and test locations will be recorded with a differentially corrected GPS with sub-meter accuracy and plotted on a property boundary map showing site features, soil map unit boundaries, and areas suitable for irrigation. Data collected as part of the soil evaluation will be utilized to develop a soil map for the site showing soil series and areas suitable for wastewater irrigation. Soil permeability and chemical analysis data will be used in developing the non-mechanical design criteria for the proposed LAS.

Published regional and local geologic and hydrogeologic information will be reviewed by a Registered Professional Geologist as part of our hydrogeologic investigation of the site. The investigation will focus principally on the geologic and hydrogeologic characteristics of the upper 20 feet of geologic material and surficial aquifer. For purposes of this proposal up to four temporary groundwater wells will be installed and utilized for the investigation. It is our understanding that the interior of the site can be accessed by a tract-mounted drill rig.

Aquifer slug tests will be performed within each well. The slug test data will be analyzed to estimate aquifer hydraulic conductivity. Additionally, background water quality samples will be collected and analyzed for nitrate-nitrogen, specific conductivity, and pH. The temporary wells will be secured with locking expansion plugs after completion. The temporary wells will need to be abandoned or converted to permanent monitoring wells once the DDR is approved; costs for abandonment can be provided in a separate scope of work.

A drive-by receptor survey will be conducted within the appropriate site radius to identify nearby drinking water wells. Using GPS data collected at the site, NAI will review readily available regulatory and/or health department databases to identify additional nearby underground sources of potable water.

The hydrogeologic investigation and literature review will be used to develop a description of the:

- regional and local geology and hydrogeology;
- site topographic settings and drainage features;
- site specific lithology;
- results of the aquifer slug tests and data analysis;
- groundwater potentiometric surface; and
- groundwater flow direction of the surficial aquifer.

Please note that we intend to use available LIDAR data for determining site elevation rather than utilizing a surveyor. It is assumed that following permitting, the wells could be surveyed if necessary and utilized to produce a final version of the potentiometric surface map.

Mr. Brett Bennett, Interim City Manager
City of Guyton
January 27, 2020
Page 3

The information listed above will form the basis for a conceptual model describing the hydrogeologic framework of the site. The conceptual model will provide a working description of the characteristics and dynamics of the physical hydrogeologic system.

A selected analytical modeling approach will be utilized to assess the potential of groundwater mounding resulting from wastewater application. The parameters developed from the hydrogeologic investigation will be entered as inputs into the model and executed. The resulting groundwater mounding response will be evaluated accordingly.

It is important to note that analytical mounding models allow estimation of the mounding of an unconfined water table beneath the land application area. However, analytical models are limited in their scope and impose many simplifications related to boundary conditions, geometries, soil conditions and the underlying geology. As a consequence, they only provide a "worst case" estimate, i.e., a maximum mound height evaluation. If the results of the analytical mounding analysis predict water table mounding will occur that is significantly above background, we may recommend utilizing a numerical modeling approach that would be completed under a separate scope.

Task 2. Design Basis Report

Based on our detailed soil and hydrogeologic evaluation and the provided wastewater characterization, NAI will develop LAS non-mechanical design criteria including a site assimilative capacity and land limiting constituent analysis (LLCA) for wastewater (hydrologic budget), nitrogen, phosphorus, total suspended solids, biochemical oxygen demand, and other key constituents.

All findings, recommendations, and non-mechanical design criteria will be presented in a stand-alone report that can be submitted to Georgia EPD in support of the DDR. The report will be comprised of the following:

- a detailed site description including location, land use, soils, geology, and climate;
- detailed site suitability and soils maps;
- groundwater mounding analysis; and
- design hydraulic and nutrient loadings based on the LLCA.

The report will include copies of the soil boring logs, hydraulic conductivity testing data sheets, and laboratory reports of chemical soil analyses.

Additional services that can be provided upon request, but not included under this scope include:

- Numerical groundwater mounding modeling (see above);
- LAS permitting support and negotiation; and
- Installation of permanent monitoring wells.

Mr. Brett Bennett, Interim City Manager
City of Guyton
January 27, 2020
Page 4

Budget and Schedule

The not-to-exceed cost for the work outlined above is \$31,070, which includes subcontractor expenses for installation of the temporary wells and laboratory analyses. We invoice for professional fees and actual expenses incurred on a monthly basis. A copy of our current fee schedule is enclosed. This budget assumes the site is readily accessible to foot traffic and bobcat mounted drilling equipment, and that a local representative can assist with utility locates for the proposed temporary well installation.

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

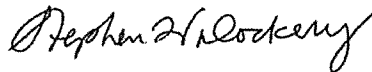
The field evaluations can be scheduled within two to three weeks of authorization to proceed, but this may vary depending on the availability of the subcontracted driller. The design basis report can be completed within four to six weeks following completion of the field effort.

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

Sincerely,



David Huff, PG, CPSS
Sr. Scientist, Principal



Stephen W. Dockery, CPSS, PWS
Project Manager

Professional Services Contract

OFFICE USE ONLY:

Project Number	18-036-2020
Date	January 27, 2020
Project Name	City of Guyton LAS Expansion Area
Description of Services	Soil and Hydrogeologic Investigation and Non-mechanical Design Development
Cost of Services*	\$31,070.00
Invoice Format	Choose One:
Billing Frequency	Choose One:

CLIENT USE:

Purchase Order #
(If applicable)

Bill to Information Company Name:

Address:

Contact Information

Name:

Office #:

Cell #:

Email:

Remit Invoice to**

Name:

(If different from Contact)

Email:

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

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

Authorized by:

Signature

Authorized Name

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

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

TERMS AND CONDITIONS

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

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("Nutter & Associates") upon receipt of each invoice from Nutter & Associates. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one and one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by Nutter & Associates in connection with the collection of any amounts properly due and payable to Nutter & Associates in accordance with the terms of the Proposal and these Terms and Conditions.
2. Performance Standard. Nutter & Associates shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that Nutter & Associates makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by Nutter & Associates shall not be construed as any representation or warranty with respect to the Services. NUTTER & ASSOCIATES HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Limitation of Liability. Client hereby agrees that Nutter & Associates' total aggregate liability for any damages incurred by Client in connection with Nutter & Associates' performance of or failure to perform the Services shall not exceed the greater of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) Nutter & Associates total fee for the Services. IN NO EVENT SHALL NUTTER & ASSOCIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NUTTER & ASSOCIATES.
4. Insurance Coverage. Nutter & Associates shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00. Nutter & Associates shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.
5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by Nutter & Associates as part of the Services. Client hereby agrees to indemnify and hold Nutter & Associates harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with Nutter & Associates' performance of the Services where such unusual subsurface conditions or the presence of such subsurface structures or objects are not disclosed by Client to Nutter & Associates in writing prior to the performance of the Services. Client's obligation to indemnify Nutter & Associates in accordance with this Section 5 shall include all expenses incurred by Nutter & Associates in connection with Indemnified Claims, including, without limitation, Nutter & Associates' reasonable attorney's fees.
6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by Nutter & Associates as part of the Services ("Work in Place") and which are outside of the control of Nutter & Associates. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate Nutter & Associates to re-perform or replace any Work in Place:
 - (a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;
 - (b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;
 - (c) The cutting and/or removal of either existing vegetation or vegetation planted by Nutter & Associates within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and
 - (d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that Nutter & Associates perform such work as may be necessary to correct such damage or destruction. Nutter & Associates shall provide Client with a new proposal for the performance of such work, and Client may but shall not be obligated to engaged Nutter & Associates to perform such work in accordance with the terms of the new proposal.
7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.
8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between Nutter & Associates and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.
9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of Nutter & Associates and Client.

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position:
Position:
Position:
Position:
Position:

Need Appointment of

Pension Committee Secretary: City Clerk
Address: P.O. Box 99, Guyton, GA 31312-0099
Phone: (912) 772-3353
Facsimile: (912) 772-3152

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (check one):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
 - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law



C434TA-DSM4T
90NX0231-M00250

Option 1 - Price - \$464.44

Benefits:

Larger - 12.65" wide, larger display (14")
USB Type A

Issues:

Larger - Will not easily fit...



ASUS Chromebook Flip C434 2-in-1 C434TA

The Best, Got Better

Completely redesigned with the most advanced features, including a superior 4 way NanoEdge slim bezel, 14 inch touchscreen display, a 360 degree hinge with ErgoLift capabilities, updated Intel Processors, premium aluminum alloy design with a diamond cut edge design. If you have wondered how the best Chromebook could get better, take a look at new ASUS Chromebook Flip C434 to find out.



ASUS Chromebook Flip C302

**SIMPLE. POWERFUL.
FLIPPABLE.**

Option 2 - Price - \$449.00

Benefits:

Smaller, 12" wide will be easier to carry

Issues:

Smaller display, 12.5"

No USB A port (two USB C)

Intel Inside®. Extraordinary Performance
Outside.

From the classroom to the boardroom the C302 is the ideal device for teachers and business professionals now supporting the Google Play Store and millions of Android apps.



Performance

Experience ultra-fast speed powered by the **Intel® Core™ m5** processor, a full HD touch display and 64GB of storage.



With its 12.5-inch Full HD wide-viewing-angle panel the ASUS Chromebook Flip C302 is perfect for sharing screen content with a group of people, in any mode.



Google Play

Access to the full ecosystem of apps via Google Play for a seamless experience across multiple devices with cloud-based profiles and individual user encryption.



The touchscreen design allows you to work in multiple different modes for an interactive experience that enhances performance.



Reliability

The reliability of Google's Chrome OS paired with the security of the hardware-based Trusted Platform Module.



With up to 10 hours of battery life the ASUS Chromebook Flip C302 is designed to power you throughout the day.*

Date 2/5/2020

Terms DUE UPON RECEIPT

Valid for 7 days

SO 0

Customer	Ship To	Proposal By
City of Guyton P.O. Box 99 Guyton, GA 31312 UNITED STATES	City of Guyton P.O. Box 99 Guyton, GA 31312 UNITED STATES	RepowerIT, LLC 67 Central Blvd Guyton, GA 31312 UNITED STATES
Attn: Lauree Moriss	Attn: Lauree Moriss	Attn: Glen Montgomery Phone: 404-994-6262

Line	Item	Mfgr	Description	Qty	Unit Price	Extended
0001	Surface Pro 4	MICROSOFT	12.3" 2736 x 1824 i-Series Tablet Surface Pro 4 with i5 CPU, 8GB RAM, 256GB SSD Includes type cover (keyboard), power supply, and protective case 1 year Limited Hardware Warranty REFURBISHED	5	375.00	1,875.00

Your Price	\$ 1,875.00
-------------------	--------------------

Comments to Customer This proposal is valid while supplies last.

Brett Bennett

From: Russ Deen
Sent: Wednesday, February 05, 2020 3:30 PM
To: Hursula Pelote; Marshall Reiser; Joseph Lee; Michael Johnson; Brett Bennett
Subject: Fwd: RepowerIT Proposal for Surface Pro 4 Units
Attachments: RepowerIT Proposal 55 City of Guyton.pdf

One year warranty, case included, better specs than what we looked at before, and cheaper. This is what I'd go with. Lemme know if anyone has questions.

Russ

Get [Outlook for Android](#)

From: Glen Montgomery <gmont@repowerit.com>
Sent: Wednesday, February 5, 2020 2:24:16 PM
To: Russ Deen <Russ.Deen@cityofguyton.com>
Cc: Matthew Molter <molter@repowerit.com>; Dylan Woody <dylan@repowerit.com>
Subject: RepowerIT Proposal for Surface Pro 4 Units

Russ,

Attached is a proposal for a quantity of 5 Surface Pro 4 units including keyboard, power supply, and rugged case. These are refurb units with 1 year hardware warranty. Specs are i5 / 8GB RAM / 256GB SSD. These are Windows tablets unlike most tablets out there which are Chome/Android OS.

I currently only have 7 of these in this configuration in stock, and I've set aside 5 of them for the city to have some time to consider the purchase. Is this something you could let me know within the next week? We can't hold the stock indefinitely, hopefully that would be enough time.

If anyone in the City would like to come and see these units, please have them call Dylan at 404-994-6270 so they can make an appointment with him to come and see them. We only do visitors by appointment so he would be able to pull one up front to our office and be ready to show it to someone if they'd like to take a look at it for consideration. I think they'll really like these based upon the intended use.

Thanks!

Glen Montgomery
CEO
RepowerIT
67 Central Blvd, Guyton, GA 31312
Direct 404.994.6262 | Main 855.487.3769
gmont@repowerit.com

Ask me about IT Buyback | New & Refurbished Equipment Sales | Business Phone Service | Cloud Security Software

City of Guyton, Georgia Fire Department Rental/Lease Agreement

This Rental Agreement or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, City of Guyton, shall be referred to as "OWNER" and Tenant(s)/Lessee, Effingham County Board of Commissioners, shall be referred to as "OCCUPANT." As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely as a temporary fire station, the premises located at 505 Magnolia Street in the City of Guyton.

1. **PREMISES:** The specific areas on the premises that may be occupied by the OCCUPANT shall include one (1) Fire Department garage bay and the Fire Department office space to include the training and living quarters.

2. **SEPERATION OF GARAGE BAYS:** The OCCUPANT shall provide adequate separation between the garage bay that will be occupied and the remainder of the Fire Department garage. Such separation shall be sufficient to the OWNER as to prevent any unauthorized access.

1. **TERMS:** OCCUPANT agrees to pay in advance \$500 per month on the 15th day of each month. This agreement shall commence on January, 15th, 2020 and continue until July 15th, 2020 as a leasehold. Thereafter it shall become a month-to-month tenancy.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows PO Box 99, Guyton, Georgia, 31312. All payments are to be made by check or money order and cash shall be acceptable.

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to OCCUPANT within _____ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to OCCUPANT within _____ days of vacating. If deposits do not cover such costs and damages, the OCCUPANT shall immediately pay said additional costs for damages to OWNER. *Removed*
M

4. **LATE CHARGE:** A late fee of \$50, shall be added and due for any payment of rent made after the 25th of the month.

5. **UTILITIES:** OWNER agrees to pay all utilities and/or services based upon occupancy of the premises.

6. **OCCUPANTS:** Only Effingham County Fire and Rescue is permitted to occupy the premises. Any party occupying the premises without the written consent of OWNER shall be considered a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that OCCUPANT'S use is seriously impaired, OWNER or OCCUPANT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** OCCUPANT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. OCCUPANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by OCCUPANT, his

guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. ALTERATIONS: OCCUPANT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. PROPERTY MAINTENANCE: OCCUPANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. OCCUPANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. OCCUPANT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. OCCUPANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

16. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to OCCUPANT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all OCCUPANT'S belongings, and keys and other property furnished for OCCUPANT'S use are returned to OWNER. Should the OCCUPANT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, OCCUPANT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

19. INSURANCE: OCCUPANT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. OCCUPANT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the premises at any time in case of emergency. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. ASSIGNMENT: OCCUPANT agrees not to transfer, assign or sublet the premises or any part thereof.

22. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or OCCUPANT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by OCCUPANT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

24. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

25. **JOINTLY AND SEVERALLY:** The undersigned OCCUPANTS are jointly and severally responsible and liable for all obligations under this agreement.

29. **NOTICES:** All notices to OCCUPANT shall be served at 601 N Laurel St, Springfield, GA 31329, and all notices to OWNER shall be served at PO Box 99, Guyton, Georgia, 31312.

30. **INVENTORY:** The premises contain the following items that the OCCUPANT may use.

- Desk
- Sofa
- Training tables and chairs

32. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and OCCUPANT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

33. **RECEIPT OF AGREEMENT:** The undersigned OCCUPANTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

29. **NOTICES:** Any written notice required or permitted in this Agreement shall be given by first class mail addressed to the clerk of the respective parties as follows:

If to OWNER:
City Clerk
City of Guyton
310 Central Blvd.
Guyton, GA 31312

If to OCCUPANT:
County Clerk
Effingham Count Board of Commissioners
601 N Laurel St.
Springfield, GA 31329

IN WITNESS WHEREOF, the OWNER and OCCUPANT have caused this Agreement to be executed by their duly authorized public and corporate officials on the day indicated below.

City of Guyton, Georgia

By: _____
Approved: Mayor

Ray C. Smith, City Attorney

Attest: _____
City Clerk

Occupant
By: Mesley M. Carroll
Chairman
Attest: S. Johnson
County Clerk:

STATE OF GEORGIA

COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2020 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION
SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered Into this ____ day of _____, 2020 by and between EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "EFFINGHAM County" or "County") the CITY OF GUYTON; the CITY OF RINCON; and the CITY OF SPRINGFIELD (hereinafter collectively referred to as the "Cities") incorporated municipalities of the State of Georgia.

WITNESSETH

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and

WHEREAS, the parties to this Agreement consist of EFFINGHAM County and all qualifying municipalities (hereinafter referred to as Cities) located wholly within EFFINGHAM County, Georgia; and

WHEREAS, the parties anticipate that EFFINGHAM County will approve and sign a Resolution authorizing the EFFINGHAM County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 1.0 percent Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on April 1, 2021 and to conclude on March 31, 2026; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2015 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by EFFINGHAM County and Cities located within EFFINGHAM County; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2021 through March 31, 2026 TSPLOST, the Special District shall be the boundaries of EFFINGHAM County, Georgia; and

WHEREAS, the three Cities located wholly within EFFINGHAM County have certified they are qualified municipalities and are eligible to receive distributions of the 1.0 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of EFFINGHAM County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of EFFINGHAM County and its Cities; and

WHEREAS, the County and the Cities located within EFFINGHAM County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of EFFINGHAM County to impose a TSPLOST of 1.0 percent which shall commence on April 1, 2021 and continue to, through and including March 31, 2026.

2.

Pursuant to O.C.G.A. § 48-8-267, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2021 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. The remaining ninety-nine percent (99.0%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2021 and ending March 31, 2026, shall be distributed by the State of Georgia to the County and all qualified Cities and shall be allocated to each jurisdiction based on the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of GUYTON	3.00%
City of RINCON	17.00%
City of SPRINGFIELD	5.00%
EFFINGHAM County	75.00%
Total	100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Forty-five Million and 00/100 Dollars (\$45,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to twenty five percent (25.0%) of the net proceeds distributed by the State, with the remaining seventy five percent (75.0%) of the net proceeds distributed by the State to be received by the County.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities on an aggregate basis receive the full twenty five (25.0%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(5) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 3, 2020 Referendum shall continue for a period of five years from April 1, 2021 until March 31, 2026, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-264(b).

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST. Further, pursuant to O.C.G.A. § 48-8-263 each party to this agreement shall have the authority to issue general obligation debt in accordance with Article IX, Section V, Paragraph I of the Constitution through the proper officers of the county or qualified municipality. Once the authority to issue such debt is so approved by the voters through the TSPLOST referendum, then such debt may be issued without further approval by the voters pursuant to O.C.G.A. § 48-8-263. The

governing authority of the county or qualified municipality may incur such debt either through the issuance and validation of general obligation bonds or through the execution of a promissory note or notes or other instrument or instruments. If such debt is incurred through the issuance of general obligation bonds, such bonds and their issuance and validation shall be subject to Articles 1 and 2 of Chapter 82 of Title 36 except as specifically provided otherwise by law. If such debt is incurred through the execution of a promissory note or notes or other instrument or instruments, no validation proceedings shall be necessary, and such debt shall be subject to Code Sections 36-80-10 through 36-80-14 except as specifically provided otherwise by law. In either event, such general obligation debt shall be paid first by the party incurring the debt from that party's separate account in which are placed the proceeds received by the county or qualified municipality from the tax. Such general obligation debt shall, however, constitute a pledge of the full faith, credit, and taxing power of the county or qualified municipality; and any liability on such debt which is not satisfied from the proceeds of the tax shall be satisfied from the general fund of the respective county or qualified municipality, or as otherwise provided by law. Once a party's general obligation debt is paid in full, the party may use the tax proceeds it receives to fund the projects listed in Exhibit "A".

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2020 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 3, 2020 Referendum. The purpose of this joint

annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. EFFINGHAM County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid for by the County.

12.

Pursuant to O.C.G.A. § 48-8-269.993, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

The Cities shall cooperate with the County in compiling the information for the subject report.

13.

EFFINGHAM County and the Cities will create an EFFINGHAM Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 3, 2020 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities. The report shall also be published periodically. The Oversight Council shall consist of 4 total members with one appointee for each City and one member appointed by the EFFINGHAM County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid according to the distribution percentages listed in number three (3) above. EFFINGHAM County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to Effingham County:

??????????

b. If to the City of Guyton:

??????????

c. If to the City of Rincon:

??????????

d. If to the City of Springfield:

??????????

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on March 31, 2021. If the November 3, 2020 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Effingham County, this Agreement shall expire and shall be of no force and effect after November 3, 2020.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until December 31st of the year following completion of the last project funded from the net proceeds from the 2020 TSPLOST Program.

23.

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

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the parties to this agreement.

APPROVED AS TO FORM:

EFFINGHAM COUNTY, GEORGIA

County Attorney

By: _____
Wesley Corbitt, Chairman
Board of Commissioners

ATTEST:

Clerk

APPROVED AS TO FORM:

CITY OF GUYTON, GEORGIA

City Attorney

By: _____
_____, Mayor

ATTEST:

Clerk

APPROVED AS TO FORM:

City Attorney

ATTEST:

Clerk

APPROVED AS TO FORM:

City Attorney

ATTEST:

Clerk

CITY OF RINCON, GEORGIA

By: _____
Ken Lee, Mayor

CITY OF SPRINGFIELD, GEORGIA

By: _____
_____, Mayor

City of Guyton Event Calendar 2020

City Hall Closure Dates

1/1/2020	New Year's Day
1/20/2020	Martin Luther King Jr. Day
4/10/2020	Good Friday
5/25/2020	Memorial Day
7/3/2020	Independence Day
9/7/2020	Labor Day
11/11/2020	Veteran's Day
11/26/2020	Thanksgiving Day
11/27/2020	Thanksgiving Continued
12/24/2020	Christmas Eve
12/25/2020	Christmas Day

City Council Meetings: 7pm, Second Tuesday each Month
 Guyton Municipal Court: 4pm, First Wednesday Each Month

Planning and Zoning: 7pm, Fourth Tuesday As Needed

EVENTS

March 3 - Seniors in the Know

April 25 - Sale on the Trail

November 29 - Christmas Tree Lighting

December 5 - Christmas Parade

January

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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February

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March

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April

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May

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31						

June

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July

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August

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September

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October

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25	26	27	28	29	30	31

November

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29	30					

December

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13	14	15	16	17	18	19
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27	28	29	30	31		

What the Census Means to Me

Census data helps with the allocation of federal funding across hundreds of federal programs, including the National School Lunch Program, federal student loan programs, and many more.

For each person counted, from infants to young children to older adults, the State of Georgia receives more than \$2,300 from the federal government. This amount adds up to almost \$24 billion annually toward programs that benefit Georgians like you. The more people counted, the more money each community stands to receive.

The 2020 Census will be the first year you can fill out your census online. The census website is safe, secure, and confidential. The form can be filled out on mobile devices or desktop computers. Public libraries in Georgia offer free Wi-Fi and free computer access in every county in Georgia.



City of Guyton

PURCHASING POLICY

Original Adoption: July 12, 2011

Amended: April 9, 2019

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Purchasing Policy

GENERAL INFORMATION

The Mayor and Council of the City of Guyton, Georgia hereby adopts the following policy as the rules by which purchases by all City Departments and City Officers shall be made. This policy shall promote and effect open and intelligent purchasing of supplies, equipment and services, which will result in the maximum value received for each tax dollar spent.

This policy shall supersede and replace any and all previously adopted policies pertaining to municipal purchases that may have been in effect prior to the effective date of this policy as noted below.

In any event that any portion of this policy is found to be in violation of federal or state law or inconsistent with any provision applicable thereto, the remainder of this policy shall remain in full force and effect.

The City shall not discriminate in its selection of vendors on the basis of race, gender, political affiliation, family relations, friendship or business affiliation. In the event an employee makes a purchase from any vendor whom a personal, business or family relationship exists, three written price quotes shall be required as evidence that the best possible deal for the City was obtained. Employees shall not make any purchases from a vendor in which that employee has an ownership interest, except when specifically authorized by the City Council. Employees must publicly disclose all potential purchase conflicts prior to any purchasing decisions being made.

The City shall seek to obtain the best quality products and services at the lowest possible price in the most convenient manner under all circumstances. However, local vendors should be supported to the greatest extent possible without sacrificing quality or price.

PURCHASING AGENT

The Purchasing Agent shall be appointed by the City Manager and report to him/her. The Purchasing Agent is responsible for overseeing the procurement of centralized goods and services, the administration of the Contracting and Purchasing Policy and the management of surplus of City property.

GIFTS AND UNAUTHORIZED PURCHASES

City employees, officers or officials are not entitled to any special consideration from vendors and merchants in their personal affairs nor are such city employees, officers, or officials to attempt to procure materials for the personal use of any other person. City employees, officers or officials shall not solicit or accept any gifts. Except for emergencies or other authorized exemption, no purchase shall be made without specific authorization as outlined in this policy. The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

PURCHASE ORDER PROCEDURES

- (a) Department Heads shall submit a Requisition to the Purchasing Agent prior to initiation of the purchase. Documentation of the required procurement procedures shall be attached to the requisition.
- (b) The Purchasing Agent shall verify proper coding, availability of budgeted funds, proper bidding/quote procedures, then forward the requisition to the City Manager.
- (c) The City Manager shall approve, deny, or forward the request to the Mayor and Council.
- (d) Mayor and Council Approval shall be required when any one of the following conditions are met:
 - 1. Item is not specifically approved in the budget and exceeds ten thousand dollars (\$10,000)
 - 2. Item is specifically approved in the budget yet exceeds twenty-five thousand dollars (\$25,000)
 - 3. Purchase will require a budget amendment.

PROCUREMENT REQUIREMENTS

- | | |
|---------------------|---|
| \$2,500 - \$10,000 | Department Head shall solicit a minimum of three (3) price quotes, when possible, (written, oral, phone, or catalog methods are acceptable) and documentation shall be attached to the corresponding purchase requisition before forwarding to the Purchasing Agent. Approval of the City Manager shall be obtained prior to initiation of purchase. |
| \$10,001 - \$25,000 | The Purchasing Agent shall solicit a minimum of three (3) price quotes, when possible, (written, oral, phone, or catalog methods are acceptable) and documentation shall be attached to the corresponding purchase requisition before forwarding to the City Manager. Approval of the City Manager shall be obtained prior to initiation of purchase. |
| \$25,001 and up | The Purchasing Agent shall solicit sealed bids, compile all bid information, and present to the Mayor and Council for approval. Approval of the City Manager shall be obtained prior to initiation of purchase. |

COMPETITIVE SEALED BIDS

- (a) Competitive Sealed Bidding Process:
 - 1. Invitation & Notice – An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Adequate public notice of the invitation to bids shall be given not less than ten (10) calendar days prior to

the date set forth therein for the opening of bids for contracts under \$50,000 and thirty (30) days for contract over \$50,000. Such notice shall include publication in a newspaper of general circulation. The public notice and all invitations to bid shall state the place, date, and time of bid opening and shall state that the bids should be submitted to the Purchasing Agent.

2. Bid Opening – Bids shall be opened publicly in the presence of more than one witness at the place and not earlier than the time designated in the invitation for bids. The amount of each bid and such other relevant information as the City deems appropriate, together with the name of each bidder shall be open to public inspection in accordance with the policy.
 3. Bid Evaluation and Acceptance – Bids received at or prior to the time set for bid opening shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation to bids.
 4. Correction or Withdrawal of Bids – Subject to any provisions of federal or state granting authorities to the contrary, correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts basis on such bid mistakes, shall be in accordance with this section. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no corrections to bid or provisions shall be permitted but, in lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
 - (A) The mistake is clearly evident on the face of the bid document; or
 - (B) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination by the City.
- (b) Multi-Step Sealed Bidding: When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined technically acceptable under the criteria set forth in the first solicitation.
- (c) Cancellation of Invitations: An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation. Each solicitation issued by the City shall state that the solicitation may be cancelled and that any bid or proposal by be rejected in whole or in part at the City’s discretion with or without a showing of good cause. (All bids shall include the following statement: “The City of Guyton has the right to reject any or all bids if doing so is in the best interest of the City.”)

- (d) Determination of Non-responsive: If a bidder does not meet all the terms, conditions and specifications of the bid the bid will be considered non-responsive during the bid opening. A written determination of non-responsiveness, setting forth the basis of the finding, shall be prepared by the Purchasing Agent and approved by the City Manager. A copy of the determination shall be made part of the contract file and be made public record. Examples where a bid may be considered non-responsive include: the bid is incomplete, not signed, or late, there are discrepancies in the bid, bidder not attending a mandatory pre-bid conference or not submitting a bid bond.
- (e) Determination of Non-responsibility: If a bidder who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Agent and approved by the City Manager. The unreasonable failure of a bidder to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder. A copy of the determination shall be made part of the contract file and be made public record. Examples where a bidder may be considered not responsible include poor references, bidder does not have proper business registration or licenses, banned from working with other agencies, not qualified as a foreign corporation, or questions about financial capability to perform.
- (f) Right of Nondisclosure: Information furnished by a bidder in reliance upon a written offer of confidentiality by the City pursuant to this section shall not be disclosed by the City outside of the office of the purchasing agent or using agency without prior written consent by the bidder.
- (g) Use of Subcontractors: All contracts between the City of Guyton and its consultants, vendors, and contractors shall state that “should you (the consultant, vendor, or contractor) utilize subcontractors, vendors or consultants to fulfill this contract with the City, you agree to use all reasonable efforts to include Effingham County based businesses in your bidding process.”
- (h) Bid and Payment Bonds: Bids and payment bonds or other security may be requested for supply contracts or service contracts, as the City Attorney deems advisable to protect the City’s interest. Any such bonding requirements shall be set forth in the solicitation. Bid or payment bonds shall not be used as a substitute for a determination of a bidder’s responsibility.

CONTRACTING FOR LABOR OR PROFESSIONAL SERVICES

- (a) The procurement of labor/professional services with a value of two thousand five hundred dollars (\$2,500) or more per project shall require a written agreement between the City, and the service provider. Department Heads shall be authorized to informally solicit professional services. Any Agreement requires approval from the City Manager. Contracts or agreements are not valid if signed by anyone other than the City Manager. Copies of agreements shall be furnished to the City Manager in lieu of a Requisition.
- (b) Each project/professional service which requires an expenditure of more than five thousand dollars (\$5,000) shall require such bonds and/or cash securities (such as retainage) as may be determined by the City Manager.

(c) As a condition of performing contracted services for the City, all contractors, subcontractors and persons other than City employees shall be required to indemnify and hold harmless the City of Guyton for damages, claims and liabilities which may arise as a result of the work to be performed.

(d) Except for written manufacturer's exclusions allowed by law, all contracted services for construction or installation of equipment, parts and materials shall be warranted by the City for at least one year from date of final completion of work, to include replacement and/or repairs at no cost to the City.

(e) The City shall require all contractors, subcontractors and person other than City Officials who perform labor services for the City with a calendar year value of ten thousand dollars (\$10,000) or more to maintain insurance coverage and list the City as an additional insured in accordance with the following minimum amounts. Prior to the start of any work, the City must be furnished with an insurance certificate as proof that coverage is in place. Certificates shall be placed on file with the City Clerk. NOTE: Nothing in this Section shall be deemed to prohibit the City Manager or City Council from requiring coverage amounts at a higher level or imposing additional types of coverage up to the value of the entire project as may be in the best interest of the City.

- 1. General Liability \$1,000,000.00
- 2. Property Damage \$1,000,000.00
- 3. Personal Injury \$1,000,000.00
- 4. Automotive Liability \$ 500,000.00
- 5. Worker's Compensation (statutory requirements)

(f) Selection Procedure: (For contracts or agreements which exceed \$25,000.)

- 1. Request for Qualifications and Notice – Adequate notice of the need for the desired professional service shall be given by the City through a request for qualifications. The request for qualifications shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.
- 2. Statement of Qualifications – Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. The city may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.
- 3. Interviews – The City Manager may conduct interviews with any offeror who has submitted a statement of qualifications for the purpose of ranking the qualifications of the offerors, based on the evaluation factors set forth in the request for qualifications.

Interviews shall not disclose any information derived from statements submitted by other offerors.

4. Award – Award shall be made to the offeror determined to be the best qualified based on evaluation factors set forth in the request for qualifications, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If statements were submitted by one or more offerors determined to be qualified, negotiations may be conducted with such other offerors, in order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

- (a) Cancellation of Invitations: See “Competitive Sealed Bids” above.
- (b) Determination of Non-responsibility: See “Competitive Sealed Bids” above.
- (c) Right of Nondisclosure: See “Competitive Sealed Bids” above.
- (d) Bid and Payment Bonds: See “Competitive Sealed Bids” above.
- (e) Use of Subcontractors: See “Competitive Sealed Bids” above.

STATE CONTRACT AND OTHER GOVERNMENT AGENCY CONTRACTS

The use of State Government and Other Governmental organizations contracts that have already been competitively bid may be used after approval from the Purchasing Agent and City Manager. All purchase order procedures and approvals will still be required when using government contracts.

SOLE SOURCE PURCHASING

A contract may be awarded without competition when the City determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service or construction item. The City Manager or his or her designee shall conduct negotiations, as appropriate, as to price, delivery and terms. A statement of the basis for the sole source determination shall be placed in the contract file.

EMERGENCY PURCHASES

In the event of a genuine emergency, a Department Head may purchase items and services without adhering to the procedures described herein, provided that he/she gets pre-approval from the City Manager, or in the absence of the City Manager, the Mayor or department liaison. An emergency situation shall be defined as one which threatens the lives or health of the people, the property of the municipality or its citizens, or the delivery of necessary services to the citizens of Guyton.

CREDIT CARD USE

- (a) No individual, including Department Heads, has the authority to open a credit card account in the City's name. All new City credit card accounts shall be approved by the City Manager prior to submitting an application.
- (b) The City credit card may be used for official City purposes only. No personal use or purchases of a personal nature shall be allowed, regardless of payback intentions. Credit cards belong to the City and can be cancelled or revoked at any time at the discretion of the City Manager. Should any employee lose or have his/her card stolen, they should notify the Purchasing Agent one (1) business day after discovery.
- (c) Within forty-eight hours (48) of each credit card transaction the Department Head shall furnish the Purchasing Agent with a signed receipt. All other purchasing procedures as set forth in the policy shall also apply. *Payment for purchases without receipts may become the responsibility of the employee.*

LEASE PURCHASES

- (a) The purchase or lease of any equipment, vehicles or materials which require periodic payments over a course of one year or more shall be subject to all applicable provisions of this policy in accordance with the dollar values set forth herein.
- (b) All lease purchase agreements shall contain a non-appropriation clause whereby the City shall not be obligated under the terms of the lease if the necessary funds are not appropriated at a future City Council Meeting.

LEGAL SERVICES

- (a) The City Council is the only agent of the City with the authority to select legal representation, solicit legal opinions, contract for legal services, initiate judicial or quasi-judicial proceedings, defend against legal action or otherwise obligate resources for legal purposes on behalf of the City, except as otherwise prescribed by law.
- (b) The City Council shall have the ultimate authority for deciding whether any other City official, elected or appointed, shall be allowed to seek a legal opinion at the expense of the City. The City Council or City Manager may also decide, within their sole discretion, as to whether an agent of the City shall be allowed to engage the City Attorney or some other attorney at the City's expense.
- (c) Notwithstanding the other provisions of this Section, it shall be permitted for the City Manager or a duly authorized individual to contact the City Attorney in the judicious exercise of the responsibilities of the position for which they have been appointed provided: (1) the nature of contact is for advisory purposes related to work duties only; (2) the reasons for the contact are

not a subterfuge of any City official to circumvent the provisions or this policy; (3) the City Manger shall be notified of the nature for requesting legal services, the City Manager shall be informed of the correspondence as soon thereafter as possible; and (4) all correspondence to and from the City Attorney shall be in writing whenever possible with courtesy copies available to the City Council.

- (d) Written and oral communications between the City Council and authorized City Officials shall be considered confidential.

EXEMPTIONS & WAIVERS

- (a) It is understood that pre-approved purchase orders and multiple price quote requirements will usually not be feasible when it comes to repairs to City-owned vehicles and specialized equipment. Under these circumstances' authority shall be given to Department Heads to choose a vendor with a satisfactory history of fair pricing and superior work quality.
- (b) The City Council may vote to waive any and all purchasing requirements set forth here in as it may deem to be in the best interest of the City.
- (c) Department Heads shall not be required to annually solicit sealed bids for the purchase of materials that are regularly purchased in bulk quantities or materials used for general repairs that are regular in nature. However, the City Manager may periodically require Department Heads to acquire unit-based quotes or solicit sealed bids for these items as he/she deems in the best interest of the City.

EMPLOYEE REIMBURSEMENT

- (a) Employees should not expend personal funds for City expenses. However, should an employee spend their own money to obtain needed goods or services, a written explanation of the emergency nature of the purchase shall accompany any request for reimbursement by the City. In addition, the employee shall submit a receipt for the purchase and corresponding charge receipt, if applicable, to the Purchasing Agent within five (5) business days after the date of purchase.
- (b) The City will reimburse employees during the next accounts payable run.
- (c) Employees are encouraged to use the Department's issued credit card and not their own funds to purchase small items for City services or events.

BUDGET AMENDMENTS

- (a) Departments shall be permitted to overspend a line item or category budget. Before doing so, Department Heads shall submit a line item Budget Amendment to the City Manager to correct a potential line-item when an expenditure account has exceeded budget authorization and/or with a Requisition, if the Requisition amount exceeds line item authorization in the expenditure account.

- (b) Budget amendments that debit and credit line items for like amounts within a department do not require City Council approval; however, exceeding departmental totals authorized in the budget, deficit spending and the purchase of items not identified in the approved budget require City Manager and City Council approval.

SURPLUS OF PROPERTY

- (a) Department Heads shall submit in writing a request to surplus any City-owned property to the City Manager for approval. Once approval is granted by the City Manager, he will then forward the request to City Council for final approval.
- (b) Unless requested by City Council, items will be sold “as is” to the highest bidder. The City will contract with a professional auctioneer, internet auction provider, who will conduct auctions and collect all proceeds, or will conduct a sealed bid procedure.
- (c) Should attempts to sell surplus items fail, the City Manager may (at his/her discretion), declare the items as worthless and authorize their discard.
- (d) Upon authorization of the City Council, the City may contribute items to non-profit organizations or other local governments.

GRANT APPLICATIONS-ADMINISTRATION

No City employee shall apply for a grant on behalf of the City of Guyton without first obtaining approval from the City Manager. The Department Head needs to submit a request in writing to the City Manager. After the City Manager has approved, signed and dated the request, the Department Head may apply for the grant. When the Grant has been awarded, all Grant Award paperwork, including copies of the original request, shall be submitted to the Purchasing Agent. These documents shall state exactly how much was awarded and exactly what the grant funds will be spent on. The Department that sought the grant shall submit a budget amendment form to the Purchasing Agent, which will assign a new revenue account and a new expenditure account. All other purchasing procedures shall be followed.

ADMINISTRATION

- (a) All purchases shall be limited to those items and services which have been budgeted in advance, to the greatest extent possible. All purchases, which do not meet this criterion, must be essential to fulfilling the mission of the City. Equipment not specifically approved through the budget process will require more detailed explanation at the time of purchase.
- (b) No employee shall make any purchase without first obtaining approval of the Department Head.

- (c) In so much as possible, all bulk purchases for office supplies and commonly used materials shall be acquired through the Purchasing Agent who shall attempt to coordinate departmental acquisitions in a manner that is most advantageous to the City.
- (d) Upon the award of a solicited bid or proposal, it shall be the policy of the City to acknowledge in writing the City's appreciation for each bid or proposal received along with a summary of the results.
- (e) Department Heads should turn in all receipts or invoices from purchases to the Purchasing Agent before the close of business each day.
- (f) Violations of this policy may result in an employee being subject to disciplinary action, including discharge for egregious acts.