

City of Guyton, Georgia



CITY COUNCIL MEETING
August 11, 2020 at 7:00 p.m.
Leisure Services Room
505 Magnolia Street, Guyton GA 31312

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 the Agenda**
 6. **Consideration to approve Minutes of Meetings**
 - a. July 08, 2020 Budget Workshop FY2020/2021 at 7:00 p.m.
 - b. July 14, 2020 City Council Meeting at 7:00 p.m.
 - c. July 15, 2020 Public Hearing – FY 2020/2021 Budget at 7:00 p.m.
 - d. July 16, 2020 Emergency Special Called City Council Meeting at 7:00 p.m.
 - e. July 22, 2020 Special Called City Council Meeting at 7:00 p.m.
 - f. July 30, 2020 Public Hearings Millage Rate at 11:00 a.m. and 6:00 p.m.
 7. **Reports from Staff or Committees**

City Manager – Bill Sawyer
Legal – Interim Assistant City Attorney – David “Bobo” Mullens
Police Department – Chief James Breletic
Public Works - EOM
Fire Department- Chief Clint Hodges
 8. **Public Comments (will be limited to Agenda Items only)**
 9. **New Business**
 - a. Consideration to Appoint Captain Jerome Pereira to the Planning and Zoning Committee as an Alternate
 - b. Consideration to Adopt Ordinance Number 2020-06 – Tax Levy
 - c. Consideration to Adopt Emergency Ordinance Number 2020-11 – A Declaration of A State of Emergency Arising Because Of Resurgence of COVID-19; An Ordinance Taking Immediate Emergency Measures
-

- d. Consideration to Approve Compensation for the Planning and Zoning Committee Members
- e. Consideration of bids to purchase a Lawn Mower for the Public Works Department
- f. Consideration to Approve Resolution Number R2020-05 – A Resolution of the City of Guyton to Authorize the Execution of the Coronavirus Relief Fund (CRF) Terms and Conditions Agreement
- g. Consideration to Approve the Small Business Economic Recovery Grant Program

9. General Government

Monthly Workshops will be held the first Tuesday of every month at 6:00 p.m. at the Leisure Services Room located at 505 Magnolia Street, Guyton, GA 31312. First workshop will be held on Tuesday, September 1, 2020 at 6:00 p.m.

Discussion of the 2020 Census

Discussion regarding postcards to be sent for Monthly Workshops

10. Dates to Remember

All City Meetings will be held at The Leisure Services Room located at 505 Magnolia Street, Guyton, GA 31312

Planning and Zoning Workshop – Thursday, August 13, 2020 at 6:00 p.m. in the Leisure Services Room located at 505 Magnolia Street, Guyton, GA 31312

Public Hearing – Planning and Zoning - Ordinance Numbers 2020-08, 2020-09 and 2020-10 – Tuesday, August 25, 2020 at 6:00 p.m. in the Leisure Services Room located at 505 Magnolia Street, Guyton, GA 31312

The Planning and Zoning Committee will meet on Tuesday, August 25, 2020 at 7:00 p.m. at the Leisure Services Room located at 505 Magnolia Street, Guyton, GA 31312

City Council Workshop – Tuesday, September 1, 2020 at 6:00 p.m. in The Leisure Services Room located at 505 Magnolia Street, Guyton, GA 31312

Monday, September 7, 2020 – City Hall will be closed in recognition of Labor Day

Public Hearing – Planning and Zoning Committee - Ordinance Numbers 2020-08, 2020-09 and 2020-10 – Tuesday, September 8, 2020 at 6:00 p.m. in the Leisure Services Room located at 505 Magnolia Street, Guyton, GA 31312

Regular City Council Meeting – Tuesday, September 8, 2020 at 7:00 p.m. in the Leisure Services Room located at 505 Magnolia Street, Guyton, GA 31312

11. Consideration to move from the Regular Meeting into an Executive Session

12. Consideration to take any action needed arising from Executive Session

13. Consideration to Adjourn this meeting



City of Guyton
City Council Meeting
Via Teleconference
July 14, 2020 – 7:00 p.m.

MINUTES OF MEETING

Call to Order

The July 14, 2020 City of Guyton City Council Meeting was called to order by Mayor Russ Deen 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 via teleconference.

Other Staff Present – City Manager Bill Sawyer, Interim Assistant City Attorney David “Bobo” Mullens and City Clerk Tina Chadwick were present via teleconference.

Moment of Repose for Those Who Practice Some Other Faith

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

Invocation

Deen gave the invocation.

Pledge of Allegiance

The Pledge of Allegiance was led by Deen

Consideration to approve the Agenda

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

Consideration to approve Minutes of Meetings

Johnson made a motion to approve the minutes from the June 4, 2020 Special Called City Council Meeting at 6:00 p.m., June 9, 2020 City Council Meeting at 7:00 p.m. and the July 2, 2020 Special Called City Council Meeting at 7:00 p.m. Reiser seconded the motion. **Motion passed unanimously.**

Reports from Staff

Police Department – Chief Breletic stated 368 Calls, 11 New Reports, 12 Investigations, 2 Arrests and 8 Citations

Public Works – EOM – Charles – Key Functions for the month. Linton Lane Lift Station. Extension of the 4th street sewer line. Status Report will be a next meeting.

Fire Department – Chief Hodges – 299 Calls, 4 Structure Fires and 2 Vehicle Accidents. 29 Calls within the City itself.

City Manager – Bill Sawyer – Meeting with a developer that wants to put 100 homes in the City. The City has issued 14 new Permits for new homes. Electrician is working on the roundabout. Met with TSPLOST Committee. Finances are in good order. The Mayor thanked the TSPLOST Committee. Reiser asked if the Auditor has started. Sawyer stated that the Audit has not started.

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

NEW BUSINESS

Consideration to Approve to Publish a Current 2020 Tax Digest, Proposed Levy and 5 Year History of Tax Levy Advertisement regarding the Millage Rate

Mr. Sawyer stated that the Millage Rate will be published, and we will have 3 Public Hearings on the Millage Rate. Projected Millage Rate for 2020 is 3.566. July 30, 2020 at 11:00 a.m., July 30, 2020 at 6:00 p.m. and August 11, 2020 at 6:00 p.m.

Reiser made a motion to Approve to Publish a Current 2020 Tax Digest, proposed Levy and 5-year History of Tax Levy Advertisement regarding the Millage Rate. Lee seconded the motion. **Motion passed unanimously.**

Introduction of Ordinance Number 2020-06 – Tax Levy

Mayor Deen read the Ordinance for the record.

Consideration to Approve an Intergovernmental Agreement regarding the TSPLOST Referendum

Mayor Deen read some information regarding the TSPOLST Referendum. If passed, it will be divided up by population. Mayor Deen praised Mr. Sawyer for his handling of Crossgate HOA. Sawyer asked Council to review the Referendum and asked for unanimous consent to approve.

Pelote made a motion to Approve an Intergovernmental Agreement regarding the TSPOLST Referendum. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to Approve Resolution Number 2020-02 – List of Transportation Projects and Purposes to be Funded by the City’s Allocated Net Proceeds of the Proposed Transportation Special Purpose Local Option Sales Tax

Mayor Deen stated that this is a list of potential projects. Sawyer feels like the City is within the Budget. Sawyer asked that the Mayor and Council support this list. Sawyer states that this is more than adequate list.

Johnson made a Motion to Approve Resolution Number 2020-02 – List of Transportation Projects and Purposes to be Funded by the City’s Allocated Net Proceeds of the Proposed Transportation Special Purpose Local Option Sales Tax. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to Approve Resolution Number 2020-03 – The City of Guyton to Adopt and Amend Its Policies and Procedures Governing Hearings by and Amend Its Policies and Procedures Governing Hearings Required by O.C.G.A. § 36-66-4 and to Adopt and Amend Its Standards Governing the Exercise of the Zoning Power

Sawyer stated that this is a house keeping issue to make sure that we are following the law.

Pelote made a Motion to Approve Resolution Number 2020-03 – The City of Guyton to Adopt and Amend Its Policies and Procedures Governing Hearings by and Amend Its Policies and Procedures Governing Hearings Required by O.C.G.A. § 36-66-4 and to Adopt and Amend Its Standards Governing The Exercise of the Zoning Power. Lee seconded the Motion. **Motion passed unanimously.**

Consideration to Approve the Police Department’s Surplus of Various Items

Chief Breletic stated that these are various items that are old and do not have any value whatsoever.

Reiser made a Motion to Approve the Police Department’s Surplus of Various Items. Pelote seconded the Motion. **Motion passed unanimously.**

Consideration to Approve to Purchase a Lawn Mower for the Public Works Department

Sawyer stated that we are paying \$2,500 a month to cut the City grass and we need to purchase are own lawn mower. Sawyer stated that he will bring 3 bids back to Council for approval. Lynsey Ronk asked the Machine that we bought for \$150,000, could it not cut the grass. The Mayor stated we do not have all the attachments for that machine to be able to but the grass. She then asked if we would have to purchase a trailer. Sawyer stated no.

Johnson made a Motion to Authorize the City Manager to take 3 bids for the Purchase of a Lawn Mower for the Public Works Department. Pelote seconded the Motion. **Motion passed unanimously.**

Dates to Remember

Wednesday, July 15, 2020 at 7:00 p.m. – Public Hearing at City Hall – FY 2020/2021 Budget

Wednesday, July 22, 2020 at 7:00 p.m. via teleconference – Special Called Meeting –
Consideration to Adopt Ordinance Number 2020-05 – FY 2020/2021 - Budget

Consideration to Adjourn the Special Called Council Meeting

Johnson made a motion to adjourn the Regular Meeting at approximately 7:40 p.m. Pelote seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
BUDGET WORKSHOP
July 15, 2020

MINUTES OF PUBLIC HEARING – FY2020/2021 - BUDGET

Call to Order

Mayor Russ Deen called the July 15, 2020 City of Guyton Public Hearing to order at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Sr. and Council Member T. Marshall Reiser were present at the Budget Workshop

Other staff Present: City Manager Bill Sawyer, Interim Assistant City Attorney David “Bobo” Mullens and City Clerk Tina Chadwick were present.

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

NEW BUSINESS

Open Public Hearing – FY 2020/2021 Budget

Mayor Deen opened the Public Hearing

Public Comments

Every Department there is a contingency item on it. Sawyer stated that there is a 2% contingency on every department because of COVID-19 and the fact that he has only been working for the City for about 6 weeks and he could not get a good handle on it.

Mayor Deen turned the Workshop over to City Manager Bill Sawyer.

Sawyer stated that the Budget is balanced. Sawyer presented and gave a brief overview of the FY 2020/2021 Budget. Budget revenue is \$1,093,095.72 and the expenses are \$1,093,095.72. This is a reduction in the City’s Budget from last year by \$56,705.87 The Wastewater Treatment Plant has a budget of \$1,179,5235.80. The City has no debt. Legal Fees and Professional Services Fees have been reduced. The Police Department’s Budget went up due to the hiring of 3 full time officers and a part time officer. Inflation this month was 0.62 and the City reduced the Budget by 5%. The only changes that the public needs to be mindful of are the local option sales tax due to COVID-19. Andy Harville – Leisure and Historic Budget – Contingency of \$5,000. Sawyer stated that the Mayor and Council wanted this in the Budget. Andy Harville asked if the City was going to hire any new police officers. Sawyer stated that he did not include that in the Budget. Sawyer stated that there is a hiring freeze, we have a travel freeze and that nobody will touch the Budget without his approval. Harville asked about Enforcement Expenses and Sawyer stated that this is for clandestine events. Harville asked Sawyer to explain. Sawyer stated that if we need to do money that is not within the ordinary day to day operations, this is money for that. Harville asked

about Utilities – Sawyer stated that the Utility Expense forecasts what that number would be at the end of 12 months. Harville asked about radios – Sawyer stated that the Chief of Police was doing a really good job on getting those.

Dates to Remember

Special Called Meeting will be held via teleconference on Wednesday, July 22, 2020 at 7:00 p.m.
– Consideration to Adopt Ordinance Number 2020-05 – FY 2020/2021 Budget

Consideration to Adjourn this Budget Workshop

Mayor Deen adjourned the Public Hearing at 7:14 p.m.

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
Emergency Special Called City Council Meeting
Via Teleconference
July 16, 2020

MINUTES OF MEETING

Call to Order

Mayor Russ Deen called the July 16, 2020 City of Guyton Special Called City 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 T. Marshall Reiser and Council Member Hursula Pelote were present via teleconference at this meeting.

Other staff Present: City Manager Bill Sawyer, Interim Assistant City Attorney David "Bobo" Mullens were present.

Consideration to approve the Agenda

Reiser made a motion to approve the Agenda as presented. Lee seconded the motion. **Motion passed unanimously.**

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

NEW BUSINESS

Consideration to Approve Emergency Ordinance 2020-07 regarding COVID-19

Audio is available online for this meeting. Mayor Deen read a statement for the Record. Guyton stands with various Cities. This should never have become a political issue, but it is a public health issue. Twenty States are requiring masks. 137,000 people have died from this disease. Andy Harville – could not understand Audio. Richard Chrysler – spoke his concerns regarding civil liberties. Mayor Deen states that this is in conflict with Governor Kemp's Order. Jessica Newmeyer – then spoke her concerns regarding Hospitals. Mayor Deen stated social distancing and wearing face masks will help. Ms. Pelote stated that by wearing a mask we could help protect each other to not have to shut down again. Ms. Newmeyer stated that she did not threaten the Mayor. Andy Harville wants to know who is enforcing the mask Ordinance. Mayor Deen stated that the Police Department would enforce it. Harville asked if the City Manger is on. Sawyer thinks that the Police Chief is reasonable. The Police is not going to make an arrest for not wearing a mask and he does not envision any arrests. Sawyer does not think anyone will be given a citation. Lynsey Ronk asked about the number of police officers. Mayor Deen then said that we have enough officers. Mrs. Seabrooks talks about the science and the mask is to protect people who have underlying health conditions. Ms. Cochran just wanted to thank all the neighbors who wears the mask. Richard Long was talking about Mr. Chrysler and carrying a gun and people have been

wearing masks. He believes that Mr. Deen is doing the best he can. Ms. Hall wants to know why all the prisoner's dead or sick. Mr. Sawyer stated 47 out of 71 in the State Prison is Effingham County within the last 10 days. Jeremiah Chancey said that you admitted that you are not going to enforce this Ordinance and to define civil liberties. Mayor Deen states that he does not think that it infringes on our civil liberties when it comes to our health. Mrs. Pelote stated that we can't spoke in all buildings. No shoes, No shirts, No service. Mrs. Pelote we are trying to curtail from people being sick. Mayor Deen stated that signs and masks will be handed out. Dr. Goldwire thanks the Mayor and Council to have the citizens have their input and he supports the Ordinance. Bobo Mullens states that the Charter supports this Ordinance. Sharon Wilson states that we are passing an Ordinance and is this just for a statement for the Governor. Mayor Deen states that this Ordinance does some housekeeping to help at City Hall. Joshua (could not understand his last name) He wants to know when the Ordinance ends. Mayor Deen stated in 2 weeks. Tammy Stringer stated that on the news wearing a mask and carrying your gun is not a federal offense during this pandemic. Mayor Deen stated that this was an Executive Order signed by Governor Kemp back in April. Devon Deen went over the stats from the CDC regarding the flu. Bobo Mullens stated that the Appellate Courts will decide this matter. Mayor Deen stated that the vote will take place after public comments. Ms. Moore spoke but I could not hear the audio. Stephanie (could not understand her last name) she is not in agreement with this. I could not understand the audio of what she is saying. She wants to know if the City would provide masks. Mayor Deen said that we received money from the CARES ACT and would provide masks.

Deen made a motion to Approve Emergency Ordinance 2020-07 regarding COVID-19. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to Adjourn this Meeting

Deen made a motion to the Adjourn the meeting at 8:30 p.m. Reiser seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
Special Called City Council Meeting
Via Teleconference
July 22, 2020

MINUTES OF MEETING

Call to Order

Mayor Russ Deen called the July 22, 2020 City of Guyton Special Called City 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 T. Marshall Reiser and Council Member Hursula Pelote were present via teleconference at this meeting.

Other staff Present: City Manager Bill Sawyer, Interim Assistant City Attorney David “Bobo” Mullens and City Clerk Tina Chadwick were present.

Consideration to approve the Agenda

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

PUBLIC COMMENTS (LIMITED TO AGENDA ITEMS ONLY)

Andy Harville stated that he was notified via Facebook that he was being removed from the planning and Zoning Committee. Mayor Deen responded that the City is moving in a different direction and he thanked him for his service. Scott Thompson wanted to know if there questions after each Agenda item. Mayor Deen stated that he can contact the City Manger tomorrow. Karen Keech stated that she has been on the Council and that she has never attended a Council Meeting where you could not questions. Lynsey Ronk is a little bit confused on why she can’t ask questions. Scott Thompson stated that Marshall Reiser if you let this happen, then you are spineless. Multiple people continued to make comments. This recording has been posted on the City Website and Facebook.

NEW BUSINESS

Consideration to Adopt Ordinance Number 2020-05 – FY 2020/2021 Budget

Mr. Sawyer stated that we have had the required number of Public Hearings and he asks the Mayor and Council to approve this.

Deen made a motion to Adopt Ordinance Number 2020-05 – FY 2020/2021 Budget. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to remove Mr. Andy Harville from the Planning and Zoning Committee per Section 3.11 (g) of the Guyton City Charter.

Pelote made stated whet Section of 3.11 (g) section of the City Charter. The City would like to thank Mr. Harville for his service.

Pelote made a motion to remove Mr. Andy Harville from the Planning and Zoning Committee per Section 3.11 (g) of the Guyton City Charter. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to Appoint Mrs. Dana Lee to the Planning and Zoning Committee

Mayor Deen nominated Mrs. Dana Lee to the Planning and Zoning Committee. Mayor Deen administered the Oath of Office to Mrs. Dana Lee.

Pelote made a motion to Appoint Mrs. Dana Lee to the Planning and Zoning Committee. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to Approve Resolution Number R2020-04 – A Resolution by the Mayor and Council for the City of Guyton, Georgia to Initiate the Process to Amend and Restate the City of Guyton, Georgia Zoning Ordinance and to Amend the Official Zoning Map of Guyton, Georgia.

City Attorney Mullens broadly oversees the updating and amending and passing a package for rezoning, building regulations and subdivision regulations. Mayor Deen stated that this just initiates the process.

Reiser made a motion to Approve Resolution Number R2020-04 – A Resolution by the Mayor and Council for the City of Guyton, Georgia to Initiate the Process to Amend and Restate the City of Guyton, Georgia Zoning Ordinance and to Amend the Official Zoning Map of Guyton, Georgia. Johnson seconded the motion. **Motion passed unanimously.**

Introduction of Ordinance Number 2020-08 – An Ordinance to Amend and Restate the City of Guyton, Georgia Zoning Ordinance and to Amend the Official Zoning Map of Guyton, Georgia

City Attorney Mullens read the Ordinance for the Record

Introduction of Ordinance Number 2020-09 – An Ordinance for the City of Guyton to Amend and Restate the City of Guyton, Georgia Building Regulations

City Attorney Mullens read the Ordinance for the Record

Introduction of Ordinance Number 2020-10 – An Ordinance for the City of Guyton to Amend and Restate the city of Guyton, Georgia Subdivision Regulations

City Attorney Mullens read the Ordinance for the Record

Consideration to Adjourn this Meeting

Johnson made a motion to the Adjourn the meeting at 7:58 p.m. Reiser seconded the motion.
Motion passed unanimously.

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
**PUBLIC HEARING – NOTICE OF PROPERTY TAX INCREASE/
MILLAGE RATE**
July 30, 2020 at 11:00 a.m.

MINUTES OF PUBLIC HEARING

Call to Order

Mayor Russ Deen called the July 30, 2020 City of Guyton Public Hearing to order at approximately 11:00 a.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, SR., Council Member Joseph Lee and Council Member T. Marshall Reiser were present at the Public Hearing regarding the Notice of Property Tax Increase/Millage Rate.

Other staff Present: City Manager Bill Sawyer was present.

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

NEW BUSINESS

Open Public Hearing – Notice of Property Tax Increase/Millage Rate

Mayor Deen opened the Public Hearing.

Mayor Deen turned the Public Hearing over to City Manager Bill Sawyer to discuss the Notice of Property Tax Increase/Millage Rate

City Manager Bill Sawyer, Georgia requires that a rollback Millage Rate must be computed. Guyton did have a reassessment and the City had about 4 million dollars in additional digest funds. The PT 32.1 Form on taxes decided that our rollback rate was going to be a specific amount of money. It was going to be 3.465. The City Council and the Mayor must have a specific amount of money to operate the City. The City is proposing a 3.566 which is a 0.89 decrease in last years Millage Rate. The Tax Increase was 2.91%. If your property did not go up in value last year then you will not have a tax increase, but if your home did go up in value then your property will be taxed at the lower rate than it was last year.

Public Comments

Karen Keech stated when she did her research that she understands because we went through a reassessment of the entire County. For instance, her property value increased by \$4,000. Therefore, her taxes reflect the value that the County assessed her property based on that \$4,000 increase. If our values increased our taxes increase. If our value does not increase, then your taxes did not increase. Even if you are getting an increase you will still be taxed at a lower rate.

Upcoming Dates to Remember

Mayor Deen stated that a Second Public Hearing will be held on July 30, 2020 at 6:00 p.m. and a Third Public Hearing will be held on August 11, 2020 at 6:00 p.m. regarding the Notice of Property Tax Increase/Millage Rate.

Consideration to Adjourn this Budget Workshop

Johnson made a Motion to Adjourn the Public Hearing at 11:15 a.m. Lee seconded the Motion. **Motion passed Unanimously.**

Russ Deen, Mayor

Tina Chadwick, City Clerk



City of Guyton
**PUBLIC HEARING – NOTICE OF PROPERTY TAX INCREASE/
MILLAGE RATE**
July 30, 2020 at 6:00 p.m.

MINUTES OF PUBLIC HEARING

Call to Order

Mayor Russ Deen called the July 30, 2020 City of Guyton Public Hearing to order at approximately 6:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, SR., Council Member Joseph Lee, Council Member T. Marshall Reiser and Council Member Hursula Pelote were present at the Public Hearing regarding the Notice of Property Tax Increase/Millage Rate.

Other staff Present: City Manager Bill Sawyer and City Clerk Tina Chadwick were present.

ALL PUBLIC COMMENTS WILL BE LIMITED TO AGENDA ITEMS ONLY

NEW BUSINESS

Open Public Hearing – Notice of Property Tax Increase/Millage Rate

Mayor Deen opened the Public Hearing.

Mayor Deen turned the Public Hearing over to City Manager Bill Sawyer to discuss the Notice of Property Tax Increase/Millage Rate

City Manager Bill Sawyer, Georgia requires that a rollback Millage Rate must be computed. Guyton did have a reassessment and the City had about 4 million dollars in additional digest funds. The PT 32.1 Form on taxes decided that our rollback rate was going to be a specific amount of money. It was going to be 3.465. The City Council and the Mayor must have a specific amount of money to operate the City. The City is proposing a 3.566 which is a 0.89 decrease in last years Millage Rate. The Tax Increase was 2.91%. If your property did not go up in value last year then you will not have a tax increase, but if your home did go up in value then your property will be taxed at the lower rate than it was last year.

Public Comments

No Public Comments

Upcoming Dates to Remember

Mayor Deen stated that a Third Public Hearing will be held on August 11, 2020 at 6:00 p.m. regarding the Notice of Property Tax Increase/Millage Rate.

Consideration to Adjourn this Budget Workshop

Johnson made a Motion to Adjourn the Public Hearing at 6:15 p.m. Lee seconded the Motion.
Motion passed Unanimously.

Russ Deen, Mayor

Tina Chadwick, City Clerk

Department Reports



MONTHLY REPORT June 2020



Corporate Office
480 Edsel Drive, Ste 100
Richmond Hill, GA 31324
P: 912.445.0050 F: 912.756.5882
www.eomworx.com

Prepared For



Expect More. Live Better.

**“Your solution to a better,
more sustainable tomorrow**

”





August 6, 2020
CC: Kristen Achtziger

William W. Sawyer, City Manager
City of Guyton
310 Central Blvd.
Guyton, GA 31312

Re: June 2020 Monthly Activity Report

Dear Mr. Sawyer,

It is with great pleasure I present to you the Monthly Public Works Activity Report for June 2020. Our team continues to strive to provide superior service to you and your citizens alike. Here are some highlights from the month:

- The municipal groundwater system produced 6.930 MG of drinking water.
- The waste treatment facility processed 2.789 MG of wastewater to the treatment pond and 3.215 MG to the sprayfields.
- The 4th St. water and sewer service extnsions were completed and road patched. A subsequent black sealant is scheduled for the week of August 17th following the manufacturer's recommended 30 day curing requirement.
- Improper sewer forcemain air reliefs were found installed on the Central Station main discharge line and were changed out to the proper air reliefs. The system is now off gassing corrosive hydrogen sulfide as it was designed.

Please contact us if you have any questions or concerns.



Respectfully,

Charles Heino, MPA
Project Manager



Expect More. Live Better.

City of Guyton, GA

Monthly Report

// Contents

Project Manager Letter	04
Wastewater Treatment Report	05
Collections & Distributions Report	11
Administration Report	17



Expect More. Live Better.

City of Guyton, GA
Monthly Report

Wastewater Treatment Report June 2020



NAME City of Guyton
 ADDRESS PO Box 99
Guyton, GA 31312
 FACILITY City of Guyton WPCP
 LOCATION Riverside Drive, Effingham County

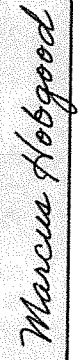
GAJ040010
PERMIT NUMBER

001-1 B.1.
DISCHARGE NUMBER

FROM

MONITORING PERIOD	
YEAR	MO
20	06
DAY	TO
01	30

Treatment Plant

PARAMETER	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX.	FREQUENCY OF ANALYSIS	SAMPLE TYPE
	AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
BOD, 5-day (20 deg. C) Raw Sew / Influent	SAMPLE MEASUREMENT	*****	*****	*****	121	*****	***	1/mo	grab
	PERMIT REQUIREMENT	*****	*****	*****	report mo ave	*****		1/mo	grab
BOD, 5-day (20 deg. C) Treatment Plant Effluent	SAMPLE MEASUREMENT	*****	*****	*****	25	*****	0	1/mo	grab
	PERMIT REQUIREMENT	*****	*****	*****	50 mo ave	*****		1/mo	grab
pH Treatment Plant Effluent	SAMPLE MEASUREMENT	*****	*****	*****	7.7	7.7	0	1/mo	grab
	PERMIT REQUIREMENT	*****	*****	*****	MINIMUM	MAXIMUM		1/mo	grab
Total Suspended Solids Raw Sew / Influent	SAMPLE MEASUREMENT	*****	*****	*****	81	*****	***	1/mo	grab
	PERMIT REQUIREMENT	*****	*****	*****	report mo ave	*****		1/mo	grab
Total Suspended Solids Treatment Plant Effluent	SAMPLE MEASUREMENT	*****	*****	*****	21	*****	0	1/mo	grab
	PERMIT REQUIREMENT	*****	*****	*****	50 mo ave	*****		1/mo	grab
Flow Treatment Plant Effluent	SAMPLE MEASUREMENT	0.1	0.107	Mgd	*****	*****	0	daily	continuous
	PERMIT REQUIREMENT	0.25 mo ave	0.3125 wk ave		*****	*****		daily	continuous
Nitrate-Nitrogen Treatment Pond	SAMPLE MEASUREMENT	*****	*****		0.3	*****	***	1/qtr	grab
	PERMIT REQUIREMENT	*****	*****		report mo ave	*****		1/qtr	grab
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			 SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT			TELEPHONE	DATE	
TYPED OR PRINTED	COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here.)						(912) 445-0050	2020	7
				AREA CODE & NO			YEAR	MO	DAY

PERMITTEE NAME / ADDRESS (Include Facility Name / Location if Different)

STATE OF GEORGIA LAS PERMIT
DISCHARGE MONITORING REPORT

NAME City of Guyton
 ADDRESS PO Box 99
Guyton, GA 31312
 FACILITY City of Guyton WPCP
 LOCATION Riverside Drive, Effingham County

GAJ040010
PERMIT NUMBER

001-1 B.2.
DISCHARGE NUMBER

MONITORING PERIOD

YEAR	MO	DAY	YEAR	MO	DAY
20	06	01	20	06	30

FROM TO

EFFLUENT

NOTE: Read instructions before completing this form.

PARAMETER	SAMPLE MEASUREMENT PERMIT REQUIREMENT	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			UNITS	NO. EX.	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM				
BOD, 5-day (20 deg. C) Storage Pond Effluent	*****	*****	*****	*****	23.1	*****	(19) mg/L	***	1/mo	grab	
pH Storage Pond Effluent	*****	*****	*****	7.6	report mo ave	*****	(12) SU	***	1/mo	grab	
Nitrogen, nitrate total (as N) Storage Pond Effluent	*****	*****	*****	report min	0.2	report max	(19) mg/L	***	1/qr	grab	
Flow Treatment Plant Effluent	0.247	*****	*****	*****	report mo ave	*****	*****	***	daily	continuous	
Solids, Sludge, Total Dry Weight	0	*****	*****	*****	*****	*****	*****	***	daily	continuous	
Comments	report mo ave	*****	*****	*****	*****	*****	*****	***	monthly	ch req	
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	<p>I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</p>							TELEPHONE	DATE		
TYPED OR PRINTED	<p style="text-align: center;"><i>Marcus Hobgood</i> SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT</p>							(912) 445-0050	2020 7 14		
COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here.)								AREA CODE & NO	YEAR	MO	DAY

**DMR
GAJ040010**

Jun-20

1. Groundwater Monitoring Wells

Well No.	Depth to GW in	pH		Conductivity umhos/cm	Nitrate-N mg/l	F, Coliform #/100 ml
		std. units	std. units			
Freq =>	Monthly	Mar-Jun-Sep-Dec	Mar-Jun-Sep-Dec	Mar-Jun-Sep-Dec	Mar-Jun-Sep-Dec	Jun & Dec
MW1 (DN)	44	4.6	64	0.089	2	
MW2 (DN)	40	4.8	47	0.133	2	
MW3 (DN)	32	5.8	101	0.004	10	
MW4 (DN)	32	5.2	63	0.004	10	
MW5 (UP)	54	4.6	21	0.004	10	

2. Sprayfield Soils

Location Identifier	pH std. units	CEC ¹ meq/100 g	% Base Sat. ¹ %	Total P mg/kg	Total K mg/kg	Total Ca mg/kg	Total Mg mg/kg	Total Zn mg/kg	Total Mn mg/kg
A									
B									
C									
D									
E									

¹Only required to analyze soil for CEC and % Base Saturation if pH has changed by greater than 1 standard unit from previous year's value.

3. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name/Title of Principal Executive Officer	Signature of Principal Executive Officer or Authorized Agent	Date
	<i>Marcus Hobgood</i>	7/14/2020

* Please see attached lab results

Date	Plant Influent B.1. BOD 5 mg/L	Plant Influent B.1. TSS mg/l	Plant Effluent B.1. BOD 5 mg/L	Plant Effluent B.1. TSS mg/l	Treated Water To The Storage Pond B.1. Mgd	Treated Water Pumped To Spray Fields B.2. MGD	Storage Pond Effluent BOD ₅ mg/l
Total					2.789	3.215	
Ave	121.0	81.0	24.5	20.8	0.093	0.247	23.1
Max					0.112	0.298	
Min					0.062	0.177	
N	1	1	1	1	30	13	1
Geo Mean							
05/25/20							
05/26/20							
05/27/20							
05/28/20							
05/29/20							
05/30/20							
05/31/20							
06/01/20					0.093	0.287	
06/02/20					0.093		

Facility Name: City of Guyton

Month: June

City of Guyton
LAS

Sprayfield Summary

Spray Field Summary 6/1/2020 - 6/30/2020	Precip Tot In Inches/Day Daily	Treated Water To the Treatment Pond MGD	Treated Water Pumped to Spray Fields MGD	Field	Pump Run Time (Hours)	Field A Total Inches Applied	Field B Total Inches Applied	Field C Total Inches Applied
6/1/2020 - Monday	0.00	0.093	0.287	C	7			
6/2/2020 - Tuesday	0.00	0.093						
6/3/2020 - Wednesday	0.00	0.093	0.280	D	7			
6/4/2020 - Thursday	0.00	0.093						
6/5/2020 - Friday	0.00	0.105	0.241	E	7			
6/6/2020 - Saturday	0.00	0.105						
6/7/2020 - Sunday	0.00	0.105						
6/8/2020 - Monday	0.60	0.112	0.241	E	7			
6/9/2020 - Tuesday	0.10	0.106						
6/10/2020 - Wednesday	0.00	0.104	0.241	D	7			
6/11/2020 - Thursday	0.00	0.103						
6/12/2020 - Friday	0.30	0.108	0.286	C	7			
6/13/2020 - Saturday	0.40	0.108						
6/14/2020 - Sunday	0.00	0.108						
6/15/2020 - Monday	0.00	0.091	0.265	C	7			
6/16/2020 - Tuesday	0.00	0.091						
6/17/2020 - Wednesday	0.10	0.090	0.266	D	7			
6/18/2020 - Thursday	0.00	0.087						
6/19/2020 - Friday	0.00	0.062	0.298	E	7			
6/20/2020 - Saturday	0.30	0.062						
6/21/2020 - Sunday	0.10	0.062						
6/22/2020 - Monday	0.00	0.094	0.224	E	7			
6/23/2020 - Tuesday	0.00	0.093						
6/24/2020 - Wednesday	0.00	0.092	0.203	D	7			
6/25/2020 - Thursday	0.00	0.087						
6/26/2020 - Friday	0.00	0.089	0.177	C	7			
6/27/2020 - Saturday	0.00	0.089						

Collections & Distributions Report

June 2020



ENVIRONMENTAL PROTECTION DIVISION
DRINKING WATER PROGRAM
GROUND WATER OPERATION REPORT

System Name: City of Guyton

WSID #: GA1030000

Plant Name: Well 1

Plant ID#: 101

County: Effingham

Permit #: _____

Summary of (MONTH) June

(YEAR): 2020

Day of Month	Raw Water Meter Reading X1000 (Gallons)	Treated Water Pumped to Distribution System* (Gallons)	Flouride (lb or gal)	Finished Water Analysis			Remarks
				Chlorine Free Entry (mg/L)	Chlorine Free End (mg/L)	Poly-phosphate (S.U.)	
1	139,880,000	40,000		0.6			
2	139,931,000	51,000		1.0			
3	140,006,000	75,000		0.9			
4	140,020,000	14,000		0.9			
5	140,040,000	20,000		0.9			
6	140,067,000	27,000		0.4			
7	140,099,100	32,100		0.4			
8	140,111,000	11,900		0.4			
9	140,128,000	17,000		1.6			
10	140,156,000	28,000		1.2			
11	140,202,000	46,000		1.0			
12	140,250,000	48,000		0.3			
13	140,290,000	40,000		0.4			
14	140,330,000	40,000		0.5			
15	140,355,000	25,000		0.6			
16	140,425,000	70,000		1.8			
17	140,450,000	25,000		0.8			
18	140,504,000	54,000		0.4			
19	140,550,000	46,000		1.1			
20	140,593,000	43,000		0.6			
21	140,640,000	47,000		0.7			
22	140,687,000	47,000		0.3			
23	140,754,000	67,000		1.7			
24	140,808,000	54,000		0.7			
25	140,860,000	52,000		1.1			
26	140,912,000	52,000		0.3			
27	141,034,000	122,000		0.6			
28	141,108,000	74,000		0.3			
29	141,154,000	46,000		0.6			
30	141,200,000	46,000		0.3			
31							
Total	4,213,544,100	1,360,000	0	22.34	0	0	
Days	30	30	0	30	0	0	
Avg.	140,451,470	45,333	0.00	0.74	0.00	0.00	
Max.	141,200,000	122,000	0	1.81	0	0	
Min.	139,880,000	11,900	0	0.29	0	0	

Treated and/or Pumped values should be reported as a total for a 24 hour period beginning 0000-2400.

e.g., Take reading at same time each day so that it is for 24 hours)

Type Fluoride Compound Used: Acid

Type Chlorine Compound Used: Gas

certify that all information contained on this form is correct and true to the best of my knowledge.

Signature: 

Title: Director of Municipal Operations- EOM

Print Name: Charles Heino

Certification Class: 1 **Phone #:** 912 445-1884

**ENVIRONMENTAL PROTECTION DIVISION
 DRINKING WATER PROGRAM
 GROUND WATER OPERATION REPORT**

System Name: City of Guyton **WSID #:** GA1030000
Plant Name: Well 2 **Plant ID# :** 102
County: Effingham **Permit # :** _____
Summary of (MONTH) June **(YEAR):** 2020

Day of Month	Raw Water Meter Reading X1000 (Gallons)	Treated Water Pumped to Distribution System* (Gallons)	Flouride (lb or gal)	Finished Water Analysis			Remarks
				Chlorine Free Entry (mg/L)	Chlorine Free End (mg/L)	Poly-phosphate (S.U.)	
1	59,431,687	81,687		0.6			
2	59,520,070	88,383		1.0			
3	59,623,258	103,188		0.9			
4	59,660,200	36,942		0.9			
5	59,669,000	8,800		0.9			
6	59,780,699	111,699		0.4			
7	59,822,500	41,801		0.4			
8	59,862,599	40,099		0.4			
9	59,900,000	37,401		1.6			
10	59,946,620	46,620		1.2			
11	60,031,400	84,780		1.0			
12	60,122,297	90,897		0.3			
13	60,198,253	75,956		0.4			
14	60,266,422	68,169		0.5			
15	60,315,884	49,462		0.6			
16	60,387,500	71,616		1.8			
17	60,477,500	90,000		0.8			
18	60,590,581	113,081		0.4			
19	60,677,548	86,967		1.1			
20	60,755,864	78,316		0.6			
21	60,842,668	86,804		0.7			
22	60,931,922	89,254		0.3			
23	61,056,933	125,011		1.7			
24	61,154,930	97,997		0.7			
25	61,250,669	95,739		1.1			
26	61,348,792	98,123		0.3			
27	61,394,516	45,724		0.6			
28	61,488,000	93,484		0.3			
29	61,657,249	169,249		0.6			
30	61,853,738	196,489		0.3			
31							
Total	1,814,019,299	2,503,738	0	22.34	0	0	
Days	30	30	0	30	0	0	
Avg.	60,467,310	83,458	0.00	0.74	0.00	0.00	
Max.	61,853,738	196,489	0	1.81	0	0	
Min.	59,431,687	8,800	0	0.29	0	0	

*Treated and/or Pumped values should be reported as a total for a 24 hour period beginning 0000-2400.

(e.g., Take reading at same time each day so that it is for 24 hours)

Type Fluoride Compound Used: Acid

Type Chlorine Compound Used: Gas

I certify that all information contained on this form is correct and true to the best of my knowledge.

Signature: 

Title: Director of Municipal Operations- EOM

Print Name: Charles Heino

Certification Class: 1 **Phone #:** 912 445-1884

**ENVIRONMENTAL PROTECTION DIVISION
 DRINKING WATER PROGRAM
 GROUND WATER OPERATION REPORT**

System Name: City of Guyton **WSID #:** GA1030000
Plant Name: Well 3 **Plant ID#:** 103
County: Effingham **Permit #:** _____
Summary of (MONTH) June **(YEAR):** 2020

Day of Month	Raw Water Meter Reading X1000 (Gallons)	Treated Water Pumped to Distribution System* (Gallons)	Flouride (lb or gal)	Finished Water Analysis			Remarks
				Chlorine Free Entry (mg/L)	Chlorine Free End (mg/L)	Poly-phosphate (S.U.)	
1	526,200,000	50,000		0.9			
2	526,339,000	139,000		0.3			
3	526,422,000	83,000		0.6			
4	526,597,000	175,000		0.4			
5	526,612,000	15,000		0.2			
6	526,736,000	124,000		1.7			
7	526,795,000	59,000		0.4			
8	526,832,000	37,000		0.4			
9	526,890,000	58,000		0.3			
10	526,993,000	103,000		0.4			
11	527,086,000	93,000		0.4			
12	527,180,000	94,000		0.4			
13	527,334,000	154,000		0.4			
14	527,487,000	153,000		0.4			
15	527,619,000	132,000		0.4			
16	527,720,000	101,000		0.4			
17	527,835,000	115,000		0.4			
18	527,970,000	135,000		0.4			
19	528,095,000	125,000		0.4			
20	528,225,000	130,000		0.4			
21	528,340,000	115,000		0.4			
22	528,431,000	91,000		0.4			
23	528,550,000	119,000		0.4			
24	528,690,000	140,000		0.4			
25	528,832,000	142,000		0.6			
26	529,015,000	183,000		0.4			
27	529,075,000	60,000		0.4			
28	529,105,000	30,000		0.4			
29	529,231,000	126,000		0.4			
30	529,231,000	0		0.4			
31							
Total	15,831,467,000	3,081,000	0	13.9	0	0	
Days	30	30	0	30	0	0	
Avg.	527,715,567	102,700	0.00	0.46	0.00	0.00	
Max.	529,231,000	183,000	0	1.71	0	0	
Min.	526,200,000	0	0	0.24	0	0	

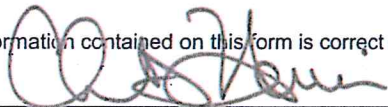
*Treated and/or Pumped values should be reported as a total for a 24 hour period beginning 0000-2400.

(e.g., Take reading at same time each day so that it is for 24 hours)

Type Fluoride Compound Used: Acid

Type Chlorine Compound Used: Gas

I certify that all information contained on this form is correct and true to the best of my knowledge.

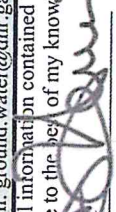
Signature:  **Title:** Director of Municipal Operations- EOM

Print Name: Charles Heino **Certification Class:** 1 **Phone #:** 912 445-1884

Georgia Environmental Protection Division
Water Withdrawal Permitting Program - Groundwater Unit

Monthly Groundwater Withdrawal Report

For permit holders who maintain a Groundwater Use Permit that allows withdrawal from multiple aquifers, please report usage from each aquifer separately. Use the additional columns in the table below to list the aquifer name and the reported usage from that individual aquifer.

Day of Month (Aquifer name) →	Well 1	Well 2	Well 3	Report Month/YR:
1	40,000	81,687	50,000	June 2020
2	51,000	88,383	139,000	089-0006
3	75,000	103,188	83,000	Effingham
4	14,000	36,942	175,000	City of Guyton
5	20,000	8,800	15,000	City of Midway
6	27,000	111,699	124,000	PO Box 125
7	32,100	41,801	59,000	Midway, GA 31320-0125
8	11,900	40,099	37,000	Charles Heino
9	17,000	37,401	58,000	Send to: Georgia Environmental Protection Division
10	28,000	46,620	103,000	Water Supply Program
11	46,000	84,780	93,000	Groundwater Withdrawal Unit
12	48,000	90,897	94,000	2 Martin Luther King Jr. Dr., S.E.
13	40,000	75,956	154,000	East Floyd Towers, Suite 1362
14	40,000	68,169	153,000	Atlanta, GA 30334-9000
15	25,000	49,462	132,000	Phone: (404) 463-1511
16	70,000	71,616	101,000	E-mail: ground.water@dnr.ga.gov
17	25,000	90,000	115,000	I certify that all information contained on this form is
18	54,000	113,081	135,000	correct and true to the best of my knowledge.
19	46,000	86,967	125,000	
20	43,000	78,316	130,000	Signature _____ Date _____
21	47,000	86,804	115,000	Print Name Charles Heino
22	47,000	89,254	91,000	Title Director
23	67,000	125,011	119,000	912-445-1884
24	54,000	97,997	140,000	Phone Number 912-756-5882
25	52,000	95,739	142,000	Fax Number
26	52,000	98,123	183,000	chheino@geomworx.com
27	122,000	45,724	60,000	Email Address
28	74,000	93,484	30,000	** MG represents millions of gallons.
29	46,000	169,249	126,000	** MGD represents million gallons per day.
30	46,000	196,489	0	Average is calculated by dividing total quantity of water
31	46,000	196,489	0	withdrawn by the number of days in the calendar month.
Total (MG)*	1.36	2.503738	3.081	Average = (Total in MG / Days in month)
Average (MGD)**	0.045	0.083	0.103	

Grand Total from all aquifers: _____ 0.231 mgd
 Please submit data for each Groundwater Withdrawal Permit. Permits that were not used must still be reported by inputting zero's for each day.

Enter Public Water System Identifier for water bought and/or water sold. Enter the monthly average (in MGD) of any water purchased or sold.

Month			
Year			
Water System Identifier			
Monthly avg water sold:			
Monthly avg water purchased:			

Georgia Environmental Protection Division

Water Withdrawal Permitting Program - Groundwater Unit

Reported Month:

Permit No.:

Permit Holder Name:

First Well Data	Static Water Level***	ft	Elevation:	ft	Well No.
	Date Measured		Number of hours shutdown for Static Water Level:		hrs
	Pumping Water Level***	ft	Elevation:	ft	Well No.
	Date Measured		Number of continuous hours pumped for Pumping Water Level:		hrs
Second Well Data	Method of Measurement:	<input type="checkbox"/> Airline <input type="checkbox"/> Ground	<input type="checkbox"/> Probe <input type="checkbox"/> Top of Casing		<input type="checkbox"/> Other (Specify) <input type="checkbox"/> Other (Specify)
	Static Water Level***	ft	Elevation:	ft	Well No.
	Date Measured		Number of hours shutdown for Static Water Level:		hrs
	Pumping Water Level***	ft	Elevation:	ft	Well No.
Third Well Data	Method of Measurement:	<input type="checkbox"/> Airline <input type="checkbox"/> Ground	<input type="checkbox"/> Probe <input type="checkbox"/> Top of Casing		<input type="checkbox"/> Other (Specify) <input type="checkbox"/> Other (Specify)
	Static Water Level***	ft	Elevation:	ft	Well No.
	Date Measured		Number of hours shutdown for Static Water Level:		hrs
	Pumping Water Level***	ft	Elevation:	ft	Well No.
Fourth Well Data	Method of Measurement:	<input type="checkbox"/> Airline <input type="checkbox"/> Ground	<input type="checkbox"/> Probe <input type="checkbox"/> Top of Casing		<input type="checkbox"/> Other (Specify) <input type="checkbox"/> Other (Specify)
	Static Water Level***	ft	Elevation:	ft	Well No.
	Date Measured		Number of hours shutdown for Static Water Level:		hrs
	Pumping Water Level***	ft	Elevation:	ft	Well No.
Fifth Well Data	Method of Measurement:	<input type="checkbox"/> Airline <input type="checkbox"/> Ground	<input type="checkbox"/> Probe <input type="checkbox"/> Top of Casing		<input type="checkbox"/> Other (Specify) <input type="checkbox"/> Other (Specify)
	Static Water Level***	ft	Elevation:	ft	Well No.
	Date Measured		Number of hours shutdown for Static Water Level:		hrs
	Pumping Water Level***	ft	Elevation:	ft	Well No.

*** Take readings from the highest yielding well(s), using the same well(s) each time the water measurement is recorded. For additional wells, please follow the format listed below:

From 1-5 wells - take readings from ONLY 1 well From 6-10 wells - take readings from 2 wells From 11-15 wells - take readings from 3 wells From 16-20 wells - take readings from 4 wells

Annual Specific Conductance:

Units

Well No.

Date sampled:

Temperature:

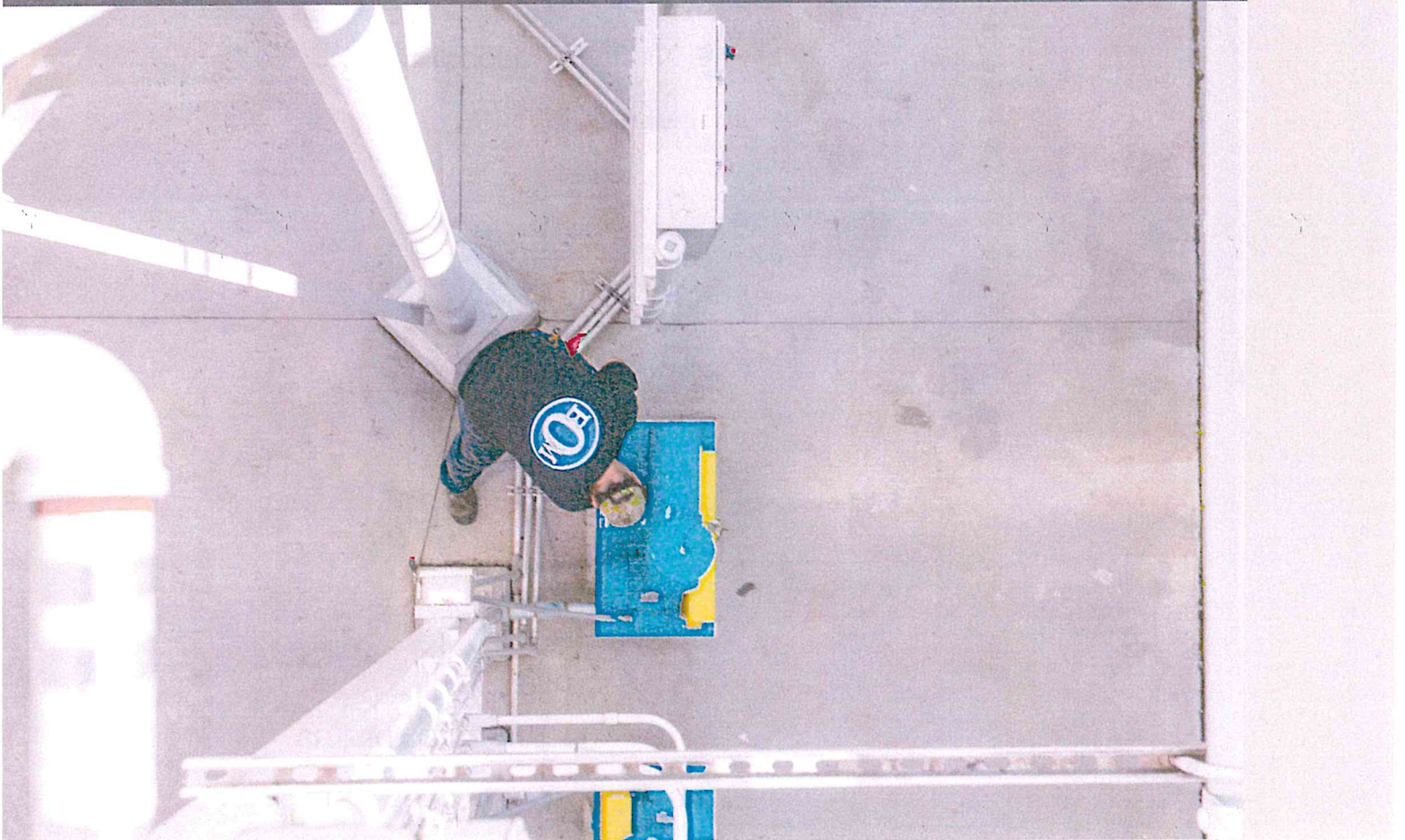


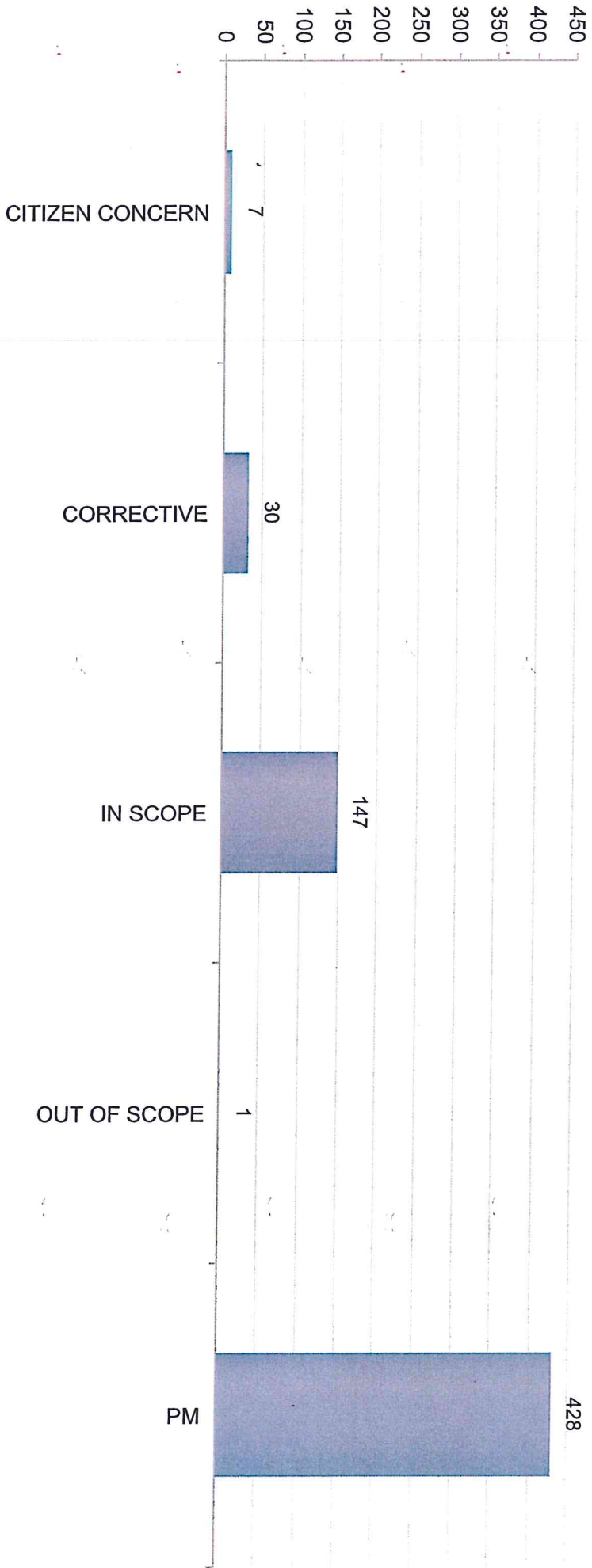
Expect More. Live Better.

City of Guyton, GA
Monthly Report

Administrative Report

June 2020





Capt. Jerome Pereira

171 Cedar Ln., Guyton, GA 31312 24HrsTel: 917-2077088 EM:strongship@yahoo.com

OBJECTIVES:

- Ship Finance
- Marine Purchases
- Pre-purchase Inspections
- Marine Survey, Consultancy, Auditing, Risk Assessment, Port Captaincy
- Drive productivity efficiency and project management
- Enhance and drive new business development.

PROFESSIONAL BACKGROUND:

Result oriented professional with commercial operations management experience in

- Shipping – logistics and management operations
- Petroleum – Process and logistics management
- Marine Operations
- Marine Survey
- Marine Consultancy
- Risk Management

Specific Expertise:

- Port & Terminal Management Marine Projects Development
- Ship operations Stevedore Operations and Management
- Handling Petroleum in bulk
- Marketing
- Marine Survey, Forensic Investigations

Professional Experience

COLUMBUS MARINE May 2014 – present

Principal Surveyor

- P&I Surveys
- H&M Surveys
- On-Hire/Off Hire Surveys
- Vessel Vetting & Auditing
- Cargo Damage Claims
- Reefer Cargoes & Perishables

MMK MARINE INTERNATIONAL Oct 2009 – April 2014

Asst Vice President

- Management & Operations
- Port Captain
- Senior Surveyor

EASTWIND TRANSPORT LTD. Feb 1997 – June 2009

Operations / Logistics Manager

Job Profile:

- Successfully operated several different classes of merchant ships
- Commercial liaison with both domestic and international customers

- Ensured all ships functioned with minimal technical down times
- Logistics Management
- Oversaw the relationship with overseas agents – Selection, Funding and Supervision
- Mentored (Trained/Supervised) junior ship operators
- Oversaw voyage accountants
- Assisted with risk management and insurance claims
- Interfaced with government agencies on compliance/regulatory procedures
- Drove procedural efficiency on the overall running of the vessel – Fuel economy, improvement inoperational procedures

TOPLIS & HARDING NORTH AMERICA, INC. Apr 1990 – Feb 1996

Senior Marine Surveyor

Job Profile:

- Handled several multi-million dollar marine claims
- Assisted with aviation casualty claim investigations
- Close liaison with Lloyds of London as well as almost every major underwriter worldwide
- Assisted with Adjusting and Recovery work
- Handled major marketing assignments for the company both domestic and internationally

MERCHANT MARINE Jul 1978 – Mar 1988

- Univan Ship Management (UK),
- Zodiac Maritime (London, UK)
- Triton Shipping (London, UK)
- Eastwind Transport (USA) Jan 2014 – June 2016

EDUCATION

- M.B.A. – (Marketing, New Enterprise Development)

Ulster University, Belfast, United Kingdom

- Master Mariner

FG, Unlimited Tonnage; Dangerous Cargo Endorsement (Petroleum)

- Licensed Private Pilot (U.S.A.) - Aviation (Single Engine – Land)

MEMBERSHIPS

MCIT Chartered Institute of Transport

MRIN Royal Institute of Navigation

MBIM British Institute of Management

SAMS – CMS (Society of Accredited Marine Surveyors - Certified Marine Surveyor)

Maritime Bethel – Vice President (Savannah, GA)

Propeller Club – USA, - Board Member, Savannah Chapter

EXTRA-CURRICULAR

Volunteer Fire fighter – Effingham County Fire Department

Volunteer Worker – Mother Theresa's Soup Kitchen

Amateur Pilot

Amateur Golfer

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Bill Sawyer, City Manager

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NUMBER 2020-11

**A DECLARATION OF A STATE OF EMERGENCY ARISING
BECAUSE OF RESURGENCE OF COVID-19; AN ORDINANCE TAKING
IMMEDIATE EMERGENCY MEASURES**

WHEREAS, the number of confirmed cases and deaths from COVID-19 is continuing to escalate rapidly in Georgia and surrounding states; and

WHEREAS, based upon the experience of other local governments in Georgia, a growing number of other cases are likely to occur; and

WHEREAS, it is vitally important that we all work together to decrease the widespread proliferation of COVID-19 among us; and

WHEREAS, the Charter of the City of Guyton, Georgia, provides the governing authority of the City with the authority to take actions deemed necessary to deal with such an emergency for the protection of the safety, health, and well-being of the citizens of the City; and

NOW, THEREFORE, IT IS HEREBY DECLARED that a local state of emergency exists within the City and shall continue until the conditions requiring this declaration are abated.

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

Section 1. Findings of Fact

For purposes of describing the circumstances which warrant the adoption of this emergency ordinance, the governing authority of the City of Guyton, Georgia, hereby adopts and makes the findings included in the “WHEREAS” clauses as findings of fact.

Section 2. Declaration of Public Health State of Emergency

The City Council hereby declares a public health state of emergency within the City of Guyton, Georgia, because of the proliferation of COVID-19 in the United States and the

State of Georgia, which will remain in force and effect until 11:59 p.m. on Wednesday, September 9, 2020, which is twenty nine (29) days from the date hereof.

Section 3. Classification of City Services

For the duration of the declared emergency, the City Manager shall be vested with the following discretion and authority, to wit:

- (a) To categorize City services as either “required” or “discretionary,” and to periodically review and modify such categories.
- (b) To assign specific employees to required or discretionary services, and to periodically review and modify such assignments.
- (c) To use his discretion to permit employees to telework.
- (c) To temporarily suspend the provision of discretionary services and to direct employees who provide discretionary services not to report to work until such time as the service suspension is lifted or until such time as the City Manager redirects the employee to other services.
- (d) To contract for and expend non-budgeted sums and services, as may in his discretion be required to meet the demands upon government and services of the City for the duration of the declared emergency, including therein authority to spend such sums from the reserves of the City. Any such non-budgeted expenditures shall be reported to the governing authority of the City.
- (e) To maintain, to the best of the ability of the resources of the City, the provision of essential services, which shall include, but not be limited to, public safety, public works, healthcare, and building permits.

Section 4. Personal Distance

Businesses must post signage on entrance doors informing consumers, invitees, and employees to maintain at least six (6) feet of personal distance between themselves and others and shall not allow more than ten (10) people into such establishment at any one time if such social distancing cannot be maintained.

Section 5. Face Coverings

For the purpose of this Ordinance, a "Face Covering" is a cloth or other type of masking device that covers the wearer's nose and mouth. All persons entering any building open to the public in the City must wear a face covering or mask while inside the building.

All restaurants, retail establishments of every description, salons, grocery stores, and pharmacies located within the municipal boundaries of the City must require their

employees to wear a Face Covering at all times while in any area where the general public is allowed or when the employees must be in close proximity to one another. This requirement also applies to all businesses or employees while interacting with people in outdoor spaces, including, but not limited to, curbside pickup, delivery, and service calls.

Face Coverings are not required in the following circumstances:

- (a) Inside personal vehicles;
- (b) When a person is alone in enclosed spaces, such as their personal residence, or only with other household members;
- (c) During physical activity, provided the active person maintains a minimum of 6 feet from other people with whom they do not cohabitate at all times;
- (d) While drinking, eating, or smoking;
- (e) When wearing a face covering causes or aggravates a health condition;
- (f) When wearing a face covering would prevent the receipt of personal services;
- (g) When a person is 10 years of age or younger.

Buildings open to the public shall post conspicuous signage at all entrances informing its patrons of the requirements of this Ordinance.

Section 6. Enforcement

Education and voluntary compliance are the desired means of enforcement. However, a person who fails to comply with any mandatory provision of this Ordinance shall be deemed guilty of a civil infraction, punishable by a fine not to exceed \$1000. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.

In addition to the fines established in this section, repeated violations of this Ordinance by a person who owns, manages, operates, or otherwise controls a business or establishment subject to this Ordinance may result in the business or establishment being declared a public nuisance, which may be abated by the City as provided by law. The foregoing notwithstanding every effort shall be made to bring the business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation.

For the purposes of this Ordinance, "person" shall be defined as any entity or individual associated with the business who has the control or authority and ability to enforce the social distancing requirements of this Ordinance within the business such as an owner, manager, or supervisor. "Person" may also include an employee or other designee that is

present at the business but does not have the title of manager, supervisor, etc. but has the authority and ability to ensure that the requirements of this Ordinance are met while the business is open to the public.

Section 7. Emergency Interim Successor to City Manager

The governing authority desires to make certain that the chain of authority within City management is clear. If the City Manager is unable to perform his duties, then the individual designated by the City Manager as the emergency interim successor pursuant to O.C.G.A. § 38-3-50 shall assume the duties of the City Manager. Should the emergency interim successor be unable or unwilling to perform those duties or should no individual be designated, the Mayor as Chief Executive Officer of the City shall assume those duties.

Section 8. Procurement

The governing authority hereby suspends the bid and competitive portions of the City's Procurement Policy or ordinances and authorizes the City Manager to utilize the single-source policy and to require departments to provide a written justification for the procurement during the effective dates of this Resolution and/or utilize any emergency procurement provisions contained. City officials shall continue to seek the best prices during the state of emergency.

Section 9. Closure of City Hall and City Facilities to the Public

City Hall, playgrounds, basketball court, and tennis courts will be closed to the public until this Ordinance expires. Employees will continue serving the city by phone, email, and if necessary outdoor meetings where social distancing efforts will be required.

Section 10.

All ordinances or parts of ordinances in conflict with the provisions of this Declaration are hereby suspended during the effective dates of this Declaration (or any extension thereof) and the terms and provisions of this Declaration shall prevail.

This Ordinance after adoption by the Council and upon approval by the Mayor shall become effective immediately.

SO ORDAINED AND RESOLVED, this 11th day of August, 2020.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Approved as to form:

Tina L. Chadwick, City Clerk

Benjamin M. Perkins, Esq., City Attorney

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Bill Sawyer, City Manager



YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

Shipping address

Billing address

Vendor: John Deere Company

2000 John Deere Run Cary,
NC 27513

Contract name and/or number

Signature

Tax exempt certificate, if applicable

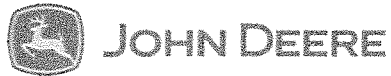
Jennifer Albright

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322

Tel: 912-499-5500

Email: jalbright@blanchardequipment.com

The John Deere Government Sales Team



Quote Id: 22486612

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Prepared For:

CITY OF GUYTON

Proposal For:

Delivering Dealer:

Jennifer Albright

Blanchard Equipment Co., Inc.

122 Eason Drive

Pooler, GA 31322

augusta@blanchardequipment.com

Quote Prepared By:

JENNIFER ALBRIGHT

jalbright@blanchardequipment.com

Date: 03 August 2020

Offer Expires: 02 September 2020

Confidential



JOHN DEERE

Quote Id: 22486612

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

03 August 2020
310 CENTRAL BLVD
GUYTON, GA 31312

Jennifer Albright
912-499-5500
Blanchard Equipment Co., Inc.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Quote Summary

Prepared For:

CITY OF GUYTON
310 CENTRAL BLVD
GUYTON, GA 31312
Business: 912-772-3353

Delivering Dealer:

Blanchard Equipment Co., Inc.
Jennifer Albright
122 Eason Drive
Pooler, GA 31322
Phone: 912-499-5500
jalbright@blanchardequipment.com

FOB City of Guyton

Quote ID: 22486612
Created On: 03 August 2020
Last Modified On: 03 August 2020
Expiration Date: 02 September 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z930R ZTrak Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) Price Effective Date: February 22, 2019	\$ 14,282.91	\$ 10,997.84 X	1 =	\$ 10,997.84
JOHN DEERE Z950R ZTrak Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) Price Effective Date: February 22, 2019	\$ 14,712.91	\$ 11,328.94 X	1 =	\$ 11,328.94
JOHN DEERE Z970R ZTrak Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) Price Effective Date: February 22, 2019	\$ 16,102.91	\$ 12,399.24 X	1 =	\$ 12,399.24
Equipment Total				\$ 34,726.02

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 34,726.02
Trade In	
SubTotal	\$ 34,726.02
Est. Service Agreement Tax	\$ 0.00
Total	\$ 34,726.02

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 34,726.02

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 22486612 Customer Name: CITY OF GUYTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
 122 Eason Drive
 Pooler, GA 31322
 912-499-5500
 augusta@blanchardequipment.com

JOHN DEERE Z930R ZTrak

Hours: **Suggested List ***
Stock Number: **\$ 14,282.91**
Contract: GA Tractors & Mowers 99999-001-SPD0000102 **Selling Price ***
 (PG 2M CG 22) **\$ 10,997.84**

Price Effective Date: February 22, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2182TC	Z930R Ztrak	1	\$ 12,799.00	23.00	\$ 2,943.77	\$ 9,855.23	\$ 9,855.23
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1038	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 879.00	23.00	\$ 202.17	\$ 676.83	\$ 676.83
1504	60 In. Side Discharge Mower Deck	1	\$ 270.00	23.00	\$ 62.10	\$ 207.90	\$ 207.90
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,149.00		\$ 264.27	\$ 884.73	\$ 884.73
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 334.91	23.00	\$ 77.03	\$ 257.88	\$ 257.88
Dealer Attachments Total			\$ 334.91		\$ 77.03	\$ 257.88	\$ 257.88
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 14,282.91		\$ 3,285.07	\$ 10,997.84	\$ 10,997.84

JOHN DEERE Z950R ZTrak



Selling Equipment

Quote Id: 22486612 Customer Name: CITY OF GUYTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Equipment Notes:

Hours:

Suggested List *

Stock Number:

\$ 14,712.91

Contract: GA Tractors & Mowers 99999-001-SPD0000102
(PG 2M CG 22)

Selling Price *

\$ 11,328.94

Price Effective Date: February 22, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2192TC	Z950R ZTrak	1	\$ 13,499.00	23.00	\$ 3,104.77	\$ 10,394.23	\$ 10,394.23
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1038	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 879.00	23.00	\$ 202.17	\$ 676.83	\$ 676.83
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 879.00		\$ 202.17	\$ 676.83	\$ 676.83
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 334.91	23.00	\$ 77.03	\$ 257.88	\$ 257.88
Dealer Attachments Total			\$ 334.91		\$ 77.03	\$ 257.88	\$ 257.88
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 14,712.91		\$ 3,383.97	\$ 11,328.94	\$ 11,328.94

JOHN DEERE Z970R ZTrak



JOHN DEERE

Selling Equipment

Quote Id: 22486612 Customer Name: CITY OF GUYTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Equipment Notes:

Hours:

Suggested List *

Stock Number:

\$ 16,102.91

Contract: GA Tractors & Mowers 99999-001-SPD0000102
(PG 2M CG 22)

Selling Price *

\$ 12,399.24

Price Effective Date: February 22, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2212TC	Z970R ZTrak	1	\$ 15,429.00	23.00	\$ 3,548.67	\$ 11,880.33	\$ 11,880.33
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1038	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 879.00	23.00	\$ 202.17	\$ 676.83	\$ 676.83
1504	60 In. Side Discharge Mower Deck	1	\$ -540.00	23.00	\$ -124.20	\$ -415.80	\$ -415.80
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 339.00		\$ 77.97	\$ 261.03	\$ 261.03
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 334.91	23.00	\$ 77.03	\$ 257.88	\$ 257.88
Dealer Attachments Total			\$ 334.91		\$ 77.03	\$ 257.88	\$ 257.88
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 16,102.91		\$ 3,703.67	\$ 12,399.24	\$ 12,399.24



JOHN DEERE

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

Shipping address

Billing address

Vendor: John Deere Company

2000 John Deere Run Cary,
NC 27513

Contract name and/or number

Signature

Tax exempt certificate, if applicable

Jennifer Albright

Blanchard Equipment Co., Inc.

122 Eason Drive

Pooler, GA 31322

Tel: 912-499-5500

Email: jalbright@blanchardequipment.com

The John Deere Government Sales Team



JOHN DEERE

Quote Id: 22486612

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Prepared For:

CITY OF GUYTON

Proposal For:

Delivering Dealer:

Jennifer Albright

Blanchard Equipment Co., Inc.

122 Eason Drive

Pooler, GA 31322

augusta@blanchardequipment.com

Quote Prepared By:

JENNIFER ALBRIGHT

jalbright@blanchardequipment.com

Date: 03 August 2020

Offer Expires: 02 September 2020

Confidential



JOHN DEERE

Quote Id: 22486612

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

03 August 2020
310 CENTRAL BLVD
GUYTON, GA 31312

Jennifer Albright
912-499-5500
Blanchard Equipment Co., Inc.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Quote Summary

Prepared For:

CITY OF GUYTON
310 CENTRAL BLVD
GUYTON, GA 31312
Business: 912-772-3353

Delivering Dealer:

Blanchard Equipment Co., Inc.
Jennifer Albright
122 Eason Drive
Pooler, GA 31322
Phone: 912-499-5500
jalbright@blanchardequipment.com

FOB City of Guyton

Quote ID: 22486612
Created On: 03 August 2020
Last Modified On: 03 August 2020
Expiration Date: 02 September 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 12,757.91	\$ 9,823.59 X	1 =	\$ 9,823.59
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22)				
Price Effective Date: February 22, 2019				
JOHN DEERE Z950M ZTrak	\$ 13,187.91	\$ 10,154.69 X	1 =	\$ 10,154.69
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22)				
Price Effective Date: February 22, 2019				
JOHN DEERE Z960M ZTrak	\$ 14,359.69	\$ 11,056.96 X	1 =	\$ 11,056.96
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22)				
Price Effective Date: August 2, 2020				
Equipment Total				\$ 31,035.24

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 31,035.24
Trade In	
SubTotal	\$ 31,035.24
Est. Service Agreement Tax	\$ 0.00
Total	\$ 31,035.24

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 31,035.24

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 22486612 Customer Name: CITY OF GUYTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
 122 Eason Drive
 Pooler, GA 31322
 912-499-5500
 augusta@blanchardequipment.com

JOHN DEERE Z930M ZTrak

Hours:

Stock Number:

Suggested List *

\$ 12,757.91

Contract: GA Tractors & Mowers 99999-001-SPD0000102
 (PG 2M CG 22)

Selling Price *

\$ 9,823.59

Price Effective Date: February 22, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2167TC	Z930M ZTrak	1	\$ 11,049.00	23.00	\$ 2,541.27	\$ 8,507.73	\$ 8,507.73
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1038	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 879.00	23.00	\$ 202.17	\$ 676.83	\$ 676.83
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	23.00	\$ 113.85	\$ 381.15	\$ 381.15
Standard Options Total			\$ 1,374.00		\$ 316.02	\$ 1,057.98	\$ 1,057.98
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 334.91	23.00	\$ 77.03	\$ 257.88	\$ 257.88
Dealer Attachments Total			\$ 334.91		\$ 77.03	\$ 257.88	\$ 257.88
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 12,757.91		\$ 2,934.32	\$ 9,823.59	\$ 9,823.59

JOHN DEERE Z950M ZTrak

Selling Equipment

Quote Id: 22486612 Customer Name: CITY OF GUYTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
 122 Eason Drive
 Pooler, GA 31322
 912-499-5500
 augusta@blanchardequipment.com

Equipment Notes:							Suggested List *
Hours:							\$ 13,187.91
Stock Number:							Selling Price *
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22)							\$ 10,154.69
Price Effective Date: February 22, 2019							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0692TC	Z950M Ztrak	1	\$ 11,479.00	23.00	\$ 2,640.17	\$ 8,838.83	\$ 8,838.83
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1038	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 879.00	23.00	\$ 202.17	\$ 676.83	\$ 676.83
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	23.00	\$ 113.85	\$ 381.15	\$ 381.15
Standard Options Total			\$ 1,374.00		\$ 316.02	\$ 1,057.98	\$ 1,057.98
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 334.91	23.00	\$ 77.03	\$ 257.88	\$ 257.88
Dealer Attachments Total			\$ 334.91		\$ 77.03	\$ 257.88	\$ 257.88
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 13,187.91		\$ 3,033.22	\$ 10,154.69	\$ 10,154.69

JOHN DEERE Z960M ZTrak

Selling Equipment

Quote Id: 22486612 Customer Name: CITY OF GUYTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Blanchard Equipment Co., Inc.
122 Eason Drive
Pooler, GA 31322
912-499-5500
augusta@blanchardequipment.com

Equipment Notes:

Hours:	Suggested List *
Stock Number:	\$ 14,359.69
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22)	Selling Price *
	\$ 11,056.96

Price Effective Date: August 2, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2231TC	Z960M ZTrak	1	\$ 12,569.00	23.00	\$ 2,890.87	\$ 9,678.13	\$ 9,678.13
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1038	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 949.00	23.00	\$ 218.27	\$ 730.73	\$ 730.73
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	23.00	\$ 113.85	\$ 381.15	\$ 381.15
Standard Options Total			\$ 1,444.00		\$ 332.12	\$ 1,111.88	\$ 1,111.88
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 346.69	23.00	\$ 79.74	\$ 266.95	\$ 266.95
Dealer Attachments Total			\$ 346.69		\$ 79.74	\$ 266.95	\$ 266.95
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 14,359.69		\$ 3,302.73	\$ 11,056.96	\$ 11,056.96

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER R2020-05

A RESOLUTION OF THE CITY OF GUYTON TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City of Guyton, shall utilize in order to received allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia require formal, official action of the governing authority of the City of Guyton so that the CRF funding may be disbursed to the City.

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

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Guyton, or the designee of the Mayor, to act in connection with the Grant application and to provide such additional information as may be required by the OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

SO RESOLVED, this _____ day of _____, 2020.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Approved as to form:

Tina L. Chadwick, City Clerk

Benjamin M. Perkins, Esq., City Attorney

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Bill Sawyer, City Manager

CORONAVIRUS RELIEF FUND (CRF)
TERMS AND CONDITIONS

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Guyton city

Street Address

310 Central Blvd

City

State

Zipcode

Guyton

GA

31312

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOI.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available, up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Guyton city

Advance Amount: \$34,957.79

Total Amount: \$116,525.95

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Russell Deen
Title: Mayor
Email: russ.deen@cityofguyton.com
Phone Number: 9126654981

2. Authorized User Two (Optional)

Name: Tina Chadwick
Title: City Clerk
Email: tina.chadwick@cityofguyton.co
Phone Number: 9127723353

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Russell Deen
(Authorized Representative of Grantee)

Signature: 
Russell Deen (JUL 24, 2020 17:13 EDT)

Title: Mayor

Date: Jul 24, 2020


EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Russell Deen (Print Name), am the Mayor (Title) of Guyton city (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Russell Deen
(Authorized Representative of Grantee)

Signature: 
Russell Deen (Jul 24, 2020 17:13 EDT)

Title: Mayor

Date: Jul 24, 2020

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

RD

Exhibit A – Grantee Assurances

RD


Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

RD

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Russell Deen
(Authorized Representative of Grantee)

Signature: 
Russell Deen (Jul 24, 2020 17:13 EDT)

Title: Mayor

Date: Jul 24, 2020

SIGNATURE PAGE



CITY OF GUYTON

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

Mayor
Russell Deen
City Manager
Bill Sawyer
City Clerk
Tina Chadwick

Small Business Economic Recovery Grant Program

Summary

The City of Guyton will provide assistance to business owners for the purpose of helping small businesses continue operations and keeping residents employed in a safe environment.

Eligibility

- For-profit Guyton-based business in operation as of July 1, 2020.
- Business structure may be sole proprietor, partnership, limited liability corporation, or corporation.
- Applicant must be in compliance with City of Guyton licensing, billing, inspections, ordinances, etc.
- Applicant must have current business license issued by the City of Guyton.
- Applicant must be in compliance with all applicable Federal and State law and regulations including but not limited to minimum wage, unemployment tax, workers' compensation, etc.
- Applicant must be able to show that the COVID19 pandemic has negatively impacted their business or ability to keep employees safely employed.

Assistance Awards

- 50 grants in the amount of \$1,000 are expected to be awarded.
- Assistance is in the form of a grant with no repayment requirement.

Other Assistance Resources

Due to limitations of federal funding, applicants are encouraged to identify and pursue all available resources. Some are provided below for your convenience.

- U.S. Small Business Administration www.sba.gov
- Small Business Development Center www.georgiasbdc.org

Recipient Responsibilities

- Grant funding is contingent upon applicant's execution of a formal, written, funding agreement with the City of Guyton.
- Make every effort to continue business operations through June 30, 2021.
- If requested, accommodate site visits by staff during the application process and through June 30, 2021.

Submission

- Applications should only be submitted by the owner, partner, or authorized corporation member.
- Applications will be reviewed in the order received.
- Incomplete applications will not be considered for funding.
- Applications will be reviewed on a weekly basis until funding is exhausted.
- Submissions will not be accepted after September 18, 2020.



CITY OF GUYTON

PO Box 99 Guyton, Georgia 31312
Telephone – 912.772.3353 • Fax – 912.772.3152

www.cityofguyton.com

Working Together to Make a Difference

Mayor
Russell Deen
City Manager
Bill Sawyer
City Clerk
Tina Chadwick

Small Business Economic Recovery Grant Application

Business Name: _____

Street Address/Location of Business: _____

Mailing Address: _____

Business Phone Number: _____

Alternate Phone Number: _____

Business Email Address:

Business Website: _____

Number of Employees (including applicant): _____

Include an explanation how the COVID19 pandemic has negatively impacted your business or ability to keep employees safely employed (back of form or attachment).

Signature of Business Applicant

Date

Printed Name of Business Applicant

CITY OF GUYTON USE ONLY

Business License Confirmed ____ Grant Paid ____ Grant Number ____

Approved by _____ Date _____