

8. General Government

- a. Retirement Plan – Councilman Johnson
- b. Recreational Plan for Bazemore Park
- c. Notice of upcoming City Events
- d. Easement Work

9. Dates to Remember

- a. Wednesday, August 17, 2022 from 1:00pm to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- b. Tuesday, August 23, 2022 at 6:30pm–Special Called City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- c. Tuesday, August 23, 2022 at 7:00pm– Planning and Zoning Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- d. Tuesday, September 6, 2022 at 7:00pm - City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- e. Tuesday, September 13, 2022 at 6:00pm – Guyton Garden Club, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- f. Tuesday, September 13, 2022 at 7:00pm – City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

10. Public Comments (will be limited to Agenda Items only)

11. Consideration to adjourn this meeting



**City of Guyton
City Council Hearing and Meeting
July 12, 2022 – 7:00 p.m.**

MINUTES OF MEETING

Call to Order – The City of Guyton Council held a Council Meeting on July 12, 2022, at the City of Guyton Gymnasium, 505 Magnolia Street in Guyton. This meeting was called to order by Mayor Russ Deen at approximately 7:02 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Councilmember Joseph Lee, and Councilmember Hursula Pelote, and Councilmember Marshall Reiser were present at this meeting.

Other Administrative Staff Present – City Attorney Ben Perkins, City Manager Meketa Brown, City Clerk Matthew Walker, City Accountant Matthew Caines were present.

Guest Present - The guests sign-in sheets are filed in the office of the City Clerk.

Invocation – Reiser gave the invocation.

Pledge of Allegiance – The Pledge of Allegiance was led by Deen.

Consideration to Approve the Amended Agenda – Reiser made a motion to approve the amended agenda. Lee seconded the motion. **Motion passed unanimously.**

Consideration to Approve Minutes of Meeting for the June 14, 2022, Council Meeting and the June, 21, 2022, Council Meeting – Johnson made a motion to approve minutes of meetings from June 14 and June 21. Lee seconded. **Motion passed unanimously.**

Reports from Staff or Committees

Police Department	James Breletic
Fire Department	Clint Hodges
Public Works/Water/Sewer	EOM
Planning and Zoning	Lon Harden
Industrial Development	Lon Harden
Leisure Services	Jim Odom

Public Comments (will be limited to Agenda Items only) – No comments made.

New Business

Consideration to Approve Resolution 2022-07 amending the fee schedule - Reiser made a motion to approve Resolution 2022-07. Pelote seconded the motion. **Motion passed unanimously.**

Nominations and appointments to the Ethics Committee

Mr. Reginald Stanmar was nominated by Mayor Deen, Council nominated Mr. Robert Hunter, Mayor nominated Ms. Latoya Jefferson Jones with Council approval.

Johnson made a motion to approve and appoint Mr. Reginald Stanmar, Ms. Latoya Jefferson Jones, and Mr. Robert Hunter to Guyton's Ethics Committee. **Lee** seconded. **Motion passed unanimously.**

Nomination and appointment to the Effingham Library Board

Mr. Reiser nominated Mr. Jim Odom

Johnson made a motion to Mr. Jim Odom to the Effingham Library Board as Guyton's representative. **Pelote** seconded. **Motion passed unanimously.**

Consideration to put out an RFP for architectural planning of the 505 Magnolia Street Complex -

Reiser made a motion to put out an RFP for architectural planning of the 505 Magnolia Street Complex. **Pelote** seconded. **Motion passed unanimously.**

Consideration to Approve equipment purchase list from SPLOST - Reiser made a motion to approve the equipment purchase list from SPLOST in total cost of \$130,709. **Pelote** seconded. **Mayor Deen, Hursula Pelote, and Marshall Reiser** voted Yay. **Michael Johnson and Joseph Lee** voted nay. **Motion passed.**

Consideration to allow the installation of two Little Free Libraries on city property -Reiser made a motion to allow the mayor to install two Little Free Libraries on city property. **Pelote** seconded. **Motion passed unanimously.**

Consideration to Approve proposed LOST percentages - Lee made a motion to LOST percentages (73% Effingham, 18% Rincon, 5% Springfield, 4% Guyton). **Pelote** seconded. **Motion passed unanimously.**

Consideration to Approve \$5000 for the construction of equipment shelter at the wastewater treatment plant – Johnson made a motion to approve \$5000 for the construction of equipment shelter at the wastewater treatment plant. **Pelote** seconded. **Motion passed unanimously.**

General Government

Economic Development – Councilmembers Reiser and Pelote discussed the Comprehensive Plan and Grants

Package Sales Licenses – City Manager Brown discussed the 7/15/22 deadline for package sales licenses.

Sidewalk Grants – discussed reviewing the safety action plan.

Dates to Remember

Tuesday, July 19, 2022 at 7:00 p.m. – City Council Public Hearing regarding LAS Fields, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Saturday, July 23, 2022 from 8:00 a.m. to 2:00 p.m. – Guyton Summer Sale Along the Trail, 310 Central Blvd., Guyton, GA 31312

Saturday, July 30, 2022 from 11:00 a.m. to 4:00 p.m. – Guyton Leisure Services Community Picnic, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, August 2, 2022 at 7:00 p.m. – City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, August 9, 2022 at 7:00 p.m. – City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Public Comments (will be limited to Agenda Items only) – Jeremiah Chancey asked about the Ethics Committee nomination process.

Consideration to adjourn- Pelote made a motion to adjourn. Pelote seconded. Motion passed unanimously. Meeting adjourned at approximately 7:50 p.m.

City of Guyton

Russ Deen, Mayor

Attest:

Matthew D. Walker, City Clerk

**STATE OF GEORGIA
CITY OF GUYTON**

RESOLUTION # 2022- 08

WHEREAS, the Mayor and Council of Guyton, Georgia (the “City”), received the 2022 Certificate of Distribution relating to Local Sales & Use taxes, which is attached hereto as Exhibit 1; and

WHEREAS, the Certificate of Distribution memorializes how the proceeds of the combination city/county local sales and use tax generated in each such district shall be distributed by the State Revenue Commissioner; and

WHEREAS, by executing the Certificate of Distribution, the City will represent that that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are ‘qualified municipalities,’ as that term is used in the Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, and that all municipalities listed in the Certificate of Distribution as recipients are ‘qualified’ and so may receive distribution from the proceeds of the tax; and

WHEREAS, the representation discussed in the immediately preceding WHEREAS clause is true and correct; and

WHEREAS, the City of Guyton is desirous of executing the Certificate of Distribution because it is in the best interests of the citizenry of the City of Guyton.

NOW, THEREFORE, be it resolved by the Mayor and Council of Guyton, Georgia, that the Certificate of Distribution is approved, and that the Hon. Russ Deen, Mayor of the City of Guyton, Georgia, is fully authorized to execute the Certificate of Distribution.

NOW, THEREFORE, be it resolved by the Mayor and Council of Guyton, Georgia, that the Agreement attached hereto is approved.

Adopted this ____ day of _____, 2022.

CITY OF GUYTON

Hon. Russ Deen, Mayor

ATTEST: _____
Matthew Walker, City Clerk

Agreement reviewed and approved by City Attorney:

OLIVER MANER LLP

Benjamin M. Perkins, Esq.

EXHIBIT 1

CERTIFICATE OF DISTRIBUTION



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Effingham County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>Rincon</u>	shall receive	<u>18.08</u>	%
City of <u>Springfield</u>	shall receive	<u>4.92</u>	%
City of <u>Guyton</u>	shall receive	<u>4</u>	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
County of <u>Effingham</u>	shall receive	<u>73</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____ 2022.

MAYOR OF THE CITY OF RINCON

MAYOR OF THE CITY OF SPRINGFIELD

MAYOR OF THE CITY OF GUYTON

MAYOR OF THE CITY OF

MAYOR OF THE CITY OF

MAYOR OF THE CITY OF

CHAIRMAN BOARD OF COMMISSIONERS OF
Effingham COUNTY

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE EFFINGHAM COUNTY SCHOOL DISTRICT AND
THE CITY OF GUYTON, GEORGIA

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between CITY OF GUYTON, GEORGIA, acting by and through its duly elected Mayor and City Council (hereinafter the “City”), and EFFINGHAM COUNTY SCHOOL DISTRICT, acting by and through its duly elected Board of Education (hereinafter the “School District”), .

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, municipality, school district, or other political subdivision of the State of Georgia, may contract with one another for the provision of services, and for the use of facilities which the county, municipality, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Effingham County Sheriff’s Office, in coordination with the School District, previously instituted and established a School Resource Deputy Program ("SRD Program") that continues to provide for the placement of Sheriff’s Office certified law enforcement deputies ("SRDs") at certain schools within the School District; and

WHEREAS, the School District, Effingham County, and the Effingham County Sheriff’s Office previously desired to establish the guidelines of the SRD Program and to have a mutual understanding of the particular roles of each entity in relation to the SRD Program by entering into an Intergovernmental Agreement By and Between the Effingham County School District, Effingham County, and the Effingham County Sheriff’s Office on or about October 2, 2018; and

WHEREAS, the School District and the City now seek to expand upon the existing SRD Program by instituting and establishing a Guyton School Resource Officer Program (“Guyton SRO Program”) to provide for the placement of a City certified law enforcement officer from its municipal police department (“Guyton SRO”) at a certain school within the School District which is also within the geographical boundaries of the City; and

WHEREAS, the School District and the City would also like to establish the guidelines of the Guyton SRO Program and to have a mutual understanding of the particular roles of each entity in relation to the Guyton SRO Program.

NOW THEREFORE, for and in consideration of good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

ARTICLE 1- PURPOSE

The School District and the City agree that the purpose of the Guyton SRO Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: allowing students to build positive relationships with law enforcement officers, in the form of a Guyton SRO, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving

School District grounds; and generally enforcing the laws of the State of Georgia, United States of America, and City of Guyton ordinances on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning the week prior to the first day of class and ending one week after the last day of class is in regular session at the end of the school calendar, each such period being comprised of 190 School District business days.

ARTICLE 2- POLICY

It is the policy of the City through its municipal police department to maintain a minimum of one (1) Guyton SRO for the School District. One Guyton SRO shall be assigned to Guyton Elementary School.

ARTICLE 3- CHAIN OF COMMAND

The Guyton SRO Program is part of the City through the City's municipal police department, and any Guyton SRO shall follow the chain of command of the City's municipal police department. Any Guyton SRO shall coordinate activities with the assigned school's administration. All school-related activity must be coordinated by the Guyton SRO with the principal's office. When a Guyton SRO perceives that law enforcement action is required at school, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter. Any Guyton SRO is first and foremost a law enforcement officer and employee of the City and, while performing duties as a Guyton SRO, will remain an employee of the City with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, any Guyton SRO will report to the City's municipal police department and perform duties as assigned by and through the chain of command there and receive law enforcement and Guyton SRO training. Upon request by the School District, scheduling and time permitting, the Guyton SRO shall be available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session, including sporting events, school registration, and Summer School. Guyton SRO duties for extracurricular events and compensation therefor shall be governed by a separate School Function Security Agreement agreed upon and executed by the City and the School District.

ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The City, based upon criteria to be mutually established by the City and the School District, shall appoint any Guyton SRO. Any Guyton SRO will be a sworn and certified law enforcement officer and will possess, at a minimum, these qualifications:

- Peace Officers Standards and Training (POST) Certification
- Demonstrated ability to work well with young people and educators
- Demonstrated maturity and no history of conduct unbecoming an officer
- Skills in interpersonal relationships
- Skills in de-escalation of conflict and in conflict resolution
- Must adhere to the principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens
- Any other qualifications mutually established by the City and School District in the future

ARTICLE 5- DISMISSAL OF GUYTON SCHOOL RESOURCE OFFICER

In the event that the principal of the school to which a Guyton SRO is assigned believes that the assigned Guyton SRO is not effectively performing his/her duties and responsibilities, the Superintendent of Schools shall notify the Guyton SRO supervisor, as designated by the City. Within a reasonable amount of time after receiving such notification from the Superintendent, the Guyton SRO supervisor shall advise the City of the Superintendent's concerns. If the City so desires, the Superintendent and the Guyton SRO supervisor, or their designees, may meet with the Guyton SRO to mediate or resolve any problems they may determine exist. Additionally, the Guyton SRO assigned to the school may immediately be re-assigned to another post by the City.

ARTICLE 6- GUYTON SRO DUTIES AND RESPONSIBILITIES

Any Guyton SRO shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting
- Act as a deterrent to crime in school buildings, on school grounds, and in communities surrounding schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the schools
- Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics
- Provide for the safety and security of School District students, faculty, staff, and visitors, including sporting events and extracurricular activities
- Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature
- Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations
- Assist the City and/or its municipal police department in the investigation of any crimes which occur on School District grounds; the Guyton SRO will contact additional law enforcement personnel to assist him/her as determined to be needed by the Guyton SRO
- Enforce the law of the State of Georgia
- Communicate with school administrators about law enforcement concerns on School District grounds
- Be present on school grounds during the hours of 8:15 am to 3:15 pm at Guyton Elementary School during the Regular Academic Session when classes are in session unless away on school-related business or when a situation occurs where law enforcement must respond
- As needed, conduct formal interviews of School District students in accordance with the City's and its municipal police department's policies
- Assist all local, state, and federal law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with the City's and its municipal police department's policies
- Maintain a "zero tolerance" policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds; criminal charges will be filed by the Guyton SRO regarding such activities as appropriate, and case files will be sent to the courts of proper jurisdiction

- It is acknowledged that any Guyton SRO may be called on as a witness or to participate in the School District's disciplinary or truancy processes; however, the disciplining of students for violations of School District policies is solely the responsibility of the School District; a school principal may contact the Guyton SRO if the principal believes that an incident involves a violation of Georgia law, after which the Guyton SRO shall determine whether a law enforcement response is appropriate; any Guyton SRO is not to be utilized by the School District for enforcing School District policies or monitoring the duties of School District employees; violations of School District policies observed by the Guyton SRO shall be brought to the attention of the appropriate School District administrator
- Any Guyton SRO shall be responsible for the scheduling of off-duty assignments for his/her school but must be approved by the City and the School District
- Attend pre-planning meetings with administration and instruction staff of the Guyton SRO's assigned school for a complete orientation of the Guyton SRO Program as needed or when requested

ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each Guyton SRO the following materials, training, and facilities, which are deemed essential to the performance of the Guyton SRO's duties:

- A reasonable work space at the school
- A copy of relevant School District policies and procedures
- School operations training
- Share in the payment of one new SRO police vehicle which is outfitted and equipped to the same standards as City municipal police patrol vehicles, with the School District paying seventy-five percent (75%) of said costs and the City paying twenty-five percent (25%) of said costs; this duty and responsibility shall only fall on the School District during the initial term of this Agreement and not thereafter
- A high-visibility parking space in front of the relevant school for the SRO police vehicle

ARTICLE 8- CITY DUTIES AND RESPONSIBILITIES

- Provide the Guyton SRO with the usual and customary office supplies and forms required for the performance of the Guyton SRO's duties
- Provide uniforms and equipment required of law enforcement personnel
- Provide fuel and maintenance for the SRO police vehicle, the cost of said SRO police vehicle more fully described above
- Provide law enforcement and Guyton SRO training
- Provide Liability and Workers' Compensation Insurance coverage for any Guyton SRO

ARTICLE 9- REVIEW OF GUYTON SRO PROGRAM

Guyton SRO evaluations will occur in June of each year. A Guyton SRO supervisor will perform all evaluations.

ARTICLE 10- COMPENSATION

Unless otherwise provided in a separate School Function Security Agreement, all compensation, including overtime pay, due to a Guyton SRO for work performed pursuant to this Agreement, as well as insurance and any other benefits, if any, shall be paid to the Guyton SRO by the City in accordance with the City's payroll procedures. The School District shall pay seventy-five percent (75%), and the City shall pay twenty-five percent (25%), of the total cost described in this paragraph. The City will invoice the School District twice per year for its share of all compensation paid to the Guyton SRO for his or her work. The School District shall pay each invoice within thirty (30) days of receipt.

Extracurricular activities for which the Guyton SRO is requested by school administrators to perform outside the Guyton SRO's regular-duty day during the Regular Academic Session will be solely at the option of the Guyton SRO and the City and governed by a separate School Function Security Agreement. Guyton SROs performing work outside the regular-duty day for the School District will be expected to comply at all times with the standard operating procedures (SOPs) and other applicable employment policies of the City, and the Guyton SRO may be disciplined for violating any SOPs or other applicable policies while performing work outside the Guyton SRO's regular-duty day for the School District. Since the Guyton SRO will be in uniform and using equipment and vehicles of the City while performing work outside the Guyton SRO's regular-duty day for the School District, the Guyton SRO will be considered to be engaged in law enforcement activity and will be covered by the City's liability and workers' compensation insurance while performing such work, just as is the case while the Guyton SRO is conducting a regular-duty day for the School District.

The City and School District agree to pursue all Federal and State programs, grants and/or funds that may be available now or in the future to fund the Guyton SRO Program. All funds obtained for the Guyton SRO Program shall be used to pay the compensation outlined in this provision first and foremost.

ARTICLE 11-TERM

This Agreement will automatically renew for successive one-year terms commencing on July 1st and ending on June 30th each year, unless any party provides a notice of non-renewal to the other party at least sixty (60) days prior to the end of the then-current term.

ARTICLE 12- INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other party, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by a negligent, reckless, or intentional act of the party seeking indemnification, its officers, agents, servants, or employees to the extent of such negligent, reckless, or intentional act.

ARTICLE 13- ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party; provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

ARTICLE 14- NOTICES

Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected by U.S. mail or by email. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by email shall be deemed to have been received on the date on the sending party's email confirmation sheet.

- To the School District:

Dr. Yancy Ford, Superintendent
Effingham County School District
405 North Ash Street
Springfield, Georgia 31329
Email: yford@effingham.k12.ga.us

With a copy to:

James D. Kreyenbuhl, Esq.
Brennan, Harris & Rominger LLP
Post Office Box 2874
Savannah, Georgia 31402
Email: jdk@bhrlegal.com

- To the City of Guyton, Georgia

Russ Deen, Mayor
310 Central Boulevard
Guyton, Georgia 31312
Email: russ.deen@cityofguyton.com

With a copy to:

James Breletic, Police Chief
505 Magnolia Street
Guyton, Georgia 31312
Email: james.breletic@cityofguyton.com

With a copy to:

Benjamin M. Perkins, Esq.
Oliver Maner LLP
218 West State Street
Savannah, Georgia 31401
Email: bperkins@olivermaner.com

ARTICLE 15- GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

ARTICLE 16- ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

ARTICLE 17- SEVERABILITY OF TERMS

In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 18 - IMMUNITY

Nothing contained in this Agreement shall be deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

CONCLUSION

The Guyton SROs will work for the City through its municipal police department in conjunction with the School District as set forth herein. The Guyton SROs will enforce Georgia laws and applicable ordinances. The Guyton SROs will not enforce School District policies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

CITY OF GUYTON, GEORGIA

By: _____
Russ Deen, Mayor

Witnessed by: _____
City Clerk

SEAL

EFFINGHAM COUNTY SCHOOL DISTRICT

By: _____
Dr. Yancy Ford, Superintendent

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made effective as of the ___ day of _____, 2022 by and between the Effingham County School District, acting by and through its duly elected Board of Education (the “School District”) and the City of Guyton (the “City”).

WITNESSETH:

WHEREAS, pursuant to Art. IX, Sec. III, Para. 1 of the Constitution of the State of Georgia, the School District and the City of Guyton are authorized to enter into intergovernmental agreements for periods not exceeding fifty (50) years in connection with activities such government entities are authorized to undertake, such as “the provision of services[] or for the joint or separate use of facilities or equipment;” and

WHEREAS, the School District is the fee owner of property located at 477 Live Oak Drive, Guyton, Georgia 31312 (Parcel No. 02960043) (the “School District’s Property”); and

WHEREAS, the City’s existing water system serves certain property adjacent to the School District’s Property; and

WHEREAS, the City’s existing water system does not currently serve the School District’s Property; and

WHEREAS, the School District desires that its Property be served by the City’s water system; and

WHEREAS, the School District operates on its Property an Agricenter where local youth of Effingham County and surrounding municipalities can learn about agriculture; and

WHEREAS, the School District and City agree that the extension the City’s existing water system to serve the School District’s property would benefit both parties to this Agreement as well as the citizens and residents of Effingham County and the City of Guyton; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) and the mutual covenants, representations, warranties, agreements, and provisions herein contained, the adequacy and sufficiency of which is hereby acknowledged under seal, the School District and the City hereby agree as follows:

1. Extension of Water Line. The City shall extend a two-inch water line to the Agricenter on Honey Ridge Road, as shown on Exhibit 1.
2. Cost of Water Line Extension. The parties shall share equally in the costs of installing the two-inch water line, as well as any other costs associated with the project. The current estimated total cost is approximately \$13,000.00, which includes the cost of labor and materials (including the water meter).
3. Encroachment on County Right of Way. All facilities to be installed under this Agreement shall be installed in right-of-way owned by Effingham County. The City's performance of its obligations under this Agreement is thus contingent on it securing from the governing authority of Effingham County an encroachment permit to place within the County right-of-way the water line extension contemplated under this Agreement.
4. Ownership of Infrastructure. The City shall be the sole owner of all infrastructure installed pursuant to this Agreement.
5. Cost of Water Service. Upon installation of the water line contemplated by this Agreement, the School District shall purchase water services from the City at the rate for such services published in the City's fee schedule.
6. Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of all heirs, executors, administrators, successors and assigns of the respective parties hereto. All additions or modifications to this Agreement shall only be in writing and signed by all parties and shall become an addendum to this Agreement. No verbal agreements of any kind between the parties regarding the subject matter of this Agreement shall be binding upon the parties.
7. Governing Law and Venue. This Agreement and all other documents or instruments delivered pursuant hereto shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event of a dispute arising from this Agreement, the parties agree that the action shall be filed in the Superior Court of Effingham County, Georgia.

8. Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or by electronic mail, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be “written” and a “writing” for all purposes of this Agreement, and shall otherwise constitute an original document.

9. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire agreement, will be inoperative.

10. Exhibits. All Exhibits are hereby incorporated and made a part of this Agreement as if expressly set forth herein.

Executed in the presence of:

Witness the hand and seal
of the undersigned:

CITY OF GUYTON

By: _____ (SEAL)
Hon. Russ Deen
Mayor, City of Guyton

WITNESS

NOTARY PUBLIC

Executed in the presence of:

Witness the hand and seal
of the undersigned:

EFFINGHAM COUNTY
SCHOOL DISTRICT

By: _____ (SEAL)

Dr. Yancy Ford
Superintendent

WITNESS

NOTARY PUBLIC

This Agreement is approved as to form:

By:

James D. Kreyenbuhl
Effingham County School
District Attorney

By:

Benjamin M. Perkins
City Attorney,
City of Guyton

EXHIBIT 1

Guyton—Honeyridge Road Water Service Extension Rendition



Effingham County Development Services

601 North Laurel Street
Springfield, Georgia 31329
Phone: (912) 754-2105
Fax: (912) 754-2107

RIGHT OF WAY ENCROACHMENT PERMIT APPLICATION

Applicant/Owner's Authorized Agent: _____

Address: _____

_____ Email: _____

24-Hour Contact-Name: _____ **24-Hour Contact-Phone:** _____

Project Name & Location: _____

Description of Encroachment Activity: _____

- Attachments/Exhibits:
- TRAFFIC CONTROL PLAN (MUTCD) _____
 - PLANS SHOWING EXTENT OF ACTIVITY _____
 - _____
 - _____

Any special conditions: _____

Estimated Start Date: _____ Estimated Completion Date: _____

ON APPROVAL OF PERMIT APPLICATION, THE APPLICANT AGREES TO CONFORM TO ALL REQUIREMENTS OF EFFINGHAM COUNTY'S ORDINANCES AND CODES PERTAINING TO RIGHT OF WAY ENCROACHMENT.

Owner/Authorized Agent

Effingham County Official

printed name

printed name

Date signed: _____

Date signed: _____

The Encroachment Request submitted by _____ on behalf of _____, for the above-referenced project to encroach into the County's right of way is approved based on the following conditions:

1. The improvements constructed within the right of way shall remain the property of the Applicant, and the Applicant takes full responsibility, including maintenance and/or repair of the improvements, that there shall be no cost to the County for the cost, installation, operation, maintenance, and/or removal of said improvement.
2. In regards to construction performed in the right of way, any traffic control signage is to be provided by the Applicant. The County is to be notified prior to work to be performed in the right of way including grading, pavement installation, water/sewer connections to existing mains and drainage improvements. If installation of new water/sewer connections requires interruption of existing County services, the Applicant is to notify the County a minimum of 24 hours prior to the interruption.
3. Prior to backfilling any water/sewer connections to existing County utilities, the applicant is to notify County Engineering for an inspection. Any backfill performed prior to a County inspection may cause the Applicant to uncover the connections to allow the inspections to occur.
4. The Applicant understands and agrees that the improvement encroached upon the County's right of way and that the improvement may remain as long as they shall stand in good condition. If the improvement is in need of inspection, and/or repair, the Applicant expressly allows the County to enter the premises to inspect the improvement.
5. If the Applicant, successors and/or assigns desires to remove the improvements, the Applicant shall, at the option of the County and at no expense to the County, restore the right of way by filling in any holes or other damage by the removal of the same to a condition acceptable to the County, and in accordance with County specifications.
6. The County may enter and utilize the referenced areas at any time for the purpose of installing or maintaining improvements necessary for the health, welfare and safety of the public or for any other public purpose. It is further understood and agreed upon that the County may at any time determine in its sole discretion to use or cause or permit the right of way to be used for any public purpose, including, but not limited to underground, surface or overhead communication, drainage, sanitary sewage, transmission of natural gas or electricity, or any other public purpose whether presently contemplated or not.
7. Applicant understands and agrees that the granting of any encroachment grants no ownership rights to the property.
8. Applicant agrees to comply fully with all applicable federal, state and local laws, statues, ordinances, codes or regulations with the construction, operation and maintenance of said improvement, encroachment and use.
9. Applicant agrees to indemnify, and does hereby indemnify, hold harmless, and defend the County its officers, agents, servants, and employees from and against any claims or suits for property damage or loss and/or personal injury, including death, to any and all persons arising out of or in connection with directly or indirectly, the construction, maintenance, and existence or location of said improvement.



Guyton- Honeyridge Rd. Water Svc. Extension



Legend

Water Lines

- Water Main Line
- Water Service Line
- Water Fire Line
- Water Main Line - Proposed
- Water Service Line - Proposed
- Water Fire Line - Proposed
- Water Main Line - Abandoned
- Water Service Line - Abandoned
- Water Fire Line - Abandoned

Water Fittings

- Cap or plug fitting
- Reducer
- Tapping sleeve
- Other fittings

Water Valves

- Water Meters

Water Hydrants

- Fire Hydrants

Water Source

- External Water Utility
- Natural Water Body
- Other
- Reservoir
- TBD
- Water Tank
- Water Well

Address Points

- Address Points

Tax Parcels With Labels

- Tax Parcels With Labels

Roads

- Road Names

5 Aug, 2022

Note:
Proposed 2" service from fire hydrant to the entrance located at 477 Honeyridge Rd.

This map is a user generated static output from rightspot.spateng.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



On-site vaccinations and voucher program

We provide easy vaccination access to employees



Program setup

A store manager, pharmacist or other Walgreens representative will go over details with you and help secure dates before your contract is signed.

On-site vaccination clinic



On the agreed upon date and time, our clinical vaccination team will arrive at your site 30–60 minutes before the scheduled start time. You will receive a confirmation call one to two weeks prior to discuss logistics such as parking and building access. The following helps everything go as smoothly as possible:

- Distribute Vaccine Administration Record forms and ask participants to bring them completed the day of the clinic
- Have participants sign up in advance to gauge attendance
- Provide tables, chairs and garbage cans



Voucher program

We offer vouchers that employees can bring to any Walgreens pharmacy at any time.* This lets them get vaccinations at their convenience without having to pay out of pocket.

Billing

There are multiple ways to handle the billing for your on-site vaccination experience:



Direct

- A monthly invoice is securely emailed within 10 business days after the end of the month
- These can be paid via check or electronic transfer

Medical or pharmacy coverage

- Employees bring their insurance card
- Walgreens bills the medical or pharmacy benefit for the vaccine
- Any applicable copay, deductible and/or coinsurance will be billed to the employee post-immunization

Out of pocket

- Employees will pay at the time of vaccination
- Exact amount is needed—cash or check accepted



Full range of vaccinations

A wide variety of standard vaccines for adults, seniors and adolescents, including:

- Flu
- Pneumonia
- Whooping cough
- Hepatitis A/B

Contact information:

Name:

Phone:

Email:

*Prior to voucher expiration date.

[Walgreens.com/HealthSolutions](https://www.walgreens.com/HealthSolutions)

Walgreens Trusted since 1901™

Details

Busy employees may skip important vaccinations for a variety of reasons: can't make the time, too far from a doctor or clinic, too expensive or they simply forget. The Walgreens on-site vaccination program removes barriers so employees are more likely to get vaccinated.

- Expert pharmacists at more than 9,500 retail locations across the country offer a full range of standard vaccines for adults, seniors and adolescents, including flu, shingles, pneumonia, Tdap and more
- Our pharmacists can make personalized vaccine recommendations that fit employees' needs, such as whooping cough if they have a baby in the household or family, and help ensure that vaccinations are up to date
- We are an industry-leading provider of vaccinations and we offer one of the largest vaccine inventories—this helps us meet market demand in response to a heavier-than-usual flu season, outbreak activity or to new state-issued mandates
- We work with you to maximize convenience for employees:
 - Flu shot vouchers are available to help with out-of-pocket expenses
 - No appointment necessary for vaccinations—employees can walk in when the pharmacy is open
 - Many locations offer flu shots 24 hours a day—**31.5% of vaccines are given during off-hours²**
- Digital tools on the Walgreens App and at Walgreens.com allow employees to:
 - Schedule vaccinations, if they choose
 - Easily keep track of vaccination history and share the data with their doctor
 - Get reminders to keep them on track with important vaccinations
 - Receive recommendations based on their age and other factors
- Helping children in need: with each flu shot, a lifesaving vaccine is provided to a child in a developing country[†]

Cost can be a significant barrier to getting a flu shot

A flu shot at Walgreens can have net savings up to \$31 per vaccinated employee¹

100% = \$31
employees vaccinated net savings

Access to a wide range of vaccinations helps employees stay healthy, which reduces overall healthcare spend and leads to a more productive work force. Walgreens offers the convenience, cost effectiveness, expertise and flexible options that remove barriers and make vaccinations easy.

*Vaccines subject to availability. State-, age- and health-related restrictions may apply.

†From September 1, 2020 to January 31, 2021, for every immunization administered at participating pharmacies, Walgreens will donate \$0.23 to the United Nations Foundation, up to a maximum donation of \$2,600,000. For more information, go to Walgreens.com/GetaShot.

1.Duncan IG, Taitel M, Zhang J, Kirkham H. Planning influenza vaccination programs: a cost benefit model. *Cost Effect Resource Alloc.* 2012;10(1):10.

2.Goad JA, Taitel MS, Fensterheim LE, Cannon AE. Vaccinations administered during off-clinic hours at a national community pharmacy: implications for increasing patient access and convenience. *Ann Fam Med.* 2013;11(5):429-436.

[Walgreens.com/Vaccinations](https://www.walgreens.com/Vaccinations)

Walgreens Trusted since 1901™



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July 15, 2021

Ms. Michelle Warner
Director of Retirement Field Services and Defined Contribution Program
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303

Re: Benefit Study for the City of Guyton

Dear Michelle:

As requested, we have determined the cost associated with adding an Elected Officials' benefit with a \$25 multiplier to the City of Guyton Retirement Plan with credit for all past service. Elected Officials would be eligible for Normal Retirement at age 65 and Reduced Early Retirement Benefit at age 55 with 10 years of service. We received census data for five eligible Elected Officials.

The data, financial information, and plan provisions for the January 1, 2021 valuation were used to develop these results. Since the results are dependent on a given set of assumptions and data as of a specific date, there is a risk that emerging results may differ significantly, as actual experience differs from the assumptions.

When determining the Recommended Contribution, the total level dollar amortization is adjusted, if necessary, to be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In addition, since the funded ratio on an actuarial basis prior to the plan change is 119.30%, the plan change is amortized over 20 years per the GMEBS funding policy. The amortization period may change depending on the funded ratio when the plan change is first reflected. If the funding ratio drops below 80%, the amortization period would be 15 years instead of 20.

For the January 1, 2021 valuation, due to the Plan's well-funded position, the full funding limit applied and the recommended contribution was limited to the Plan's administrative expenses of \$5,778, or 1.53% of expected covered payroll. If the Elected Officials had been included in the 2021 valuation, the full funding limit would have only partially applied. The results on page 3 of this letter provide the impact taking into account the full funding limit with a footnote on the bottom showing the impact without regard to the full funding limit.

Please note, for the fiscal year July 1, 2020 to June 30, 2021, GASB standards require that the plan's Net Pension Liability (NPL) be reported on the sponsoring employer's balance sheet. The standards require using the Entry Age Funding method and assets at market (rather than the projected Unit Credit method and smoothed assets which are used for determining contribution requirements). For the fiscal year ended June 30, 2021, we have calculated the NPL as

Ms. Michelle Warner
July 15, 2021
Page 2

-\$112,303. Inclusion of the proposed benefit improvement would increase this by an estimated \$21,000.

If you have any questions or need additional information, please let us know.

Sincerely,



Jeanette R. Cooper, FSA, FCA, MAAA, EA
Vice President & Consulting Actuary



Malichi S. Waterman, FCA, MAAA, EA
Vice President and Consulting Actuary

City of Guyton
Benefit Studies
Summary of Results

	<u>Current Plan</u>	<u>Add Elected Officials with a \$25 per month Benefit</u>
<u>Current Recommended Contribution</u>		
Recommended Contribution as of January 1, 2021	\$5,778	\$5,778*
Covered Payroll	\$373,327	\$373,327
% of Covered Payroll	1.53%	1.53%
<u>Impact of Benefit Improvement</u>		
Cost of Benefit Improvement	--	\$13,589
% of Covered Payroll	--	3.60%
<u>Total Plan Cost of Benefit Improvement</u>		
\$ Amount (Recommended Contribution + Cost of Benefit Improvement)	--	\$19,367*
% of Covered Payroll	--	5.13%
<u>Funding Elements</u>		
Mid-year Normal Cost with Expenses	\$17,911	\$23,352
Actuarial Value of Assets	\$596,261	\$596,261
Actuarial Accrued Liability	\$499,792	\$518,410
Unfunded Actuarial Accrued Liability	-\$96,469	-\$77,851
Funded Ratio on Actuarial Value of Assets	119.30%	115.02%
Market Value of Assets	\$637,740	\$637,740
Funded Ratio on Market Value of Assets	127.60%	123.02%

Fiscal year begins July 1, 2021.

*Without regard to the full funding limit, the contribution prior to adding the Elected Officials would have been \$18,560, or 4.92% of covered payroll. Including the Elected Officials the contribution would have been \$24,198, or 6.41% of expected payroll. The impact of the benefit improvement ignoring the full funding limit is an increase of \$5,638, or 1.49% of covered payroll.