

## City of Guyton, Georgia DOWNTOWN DEVELOPMENT AUTHORITY (DDA) MEETING

August 21, 2024 | 10 A.M.

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

## **AGENDA**

- 1. Call to Order
- 2. Invocation and Pledge of Allegiance
- 3. Consideration to Approve the Agenda
- 4. Consideration to Approve the Minutes
  - © 07/17/24 DDA Meeting
- 5. Financial Report
- 6. Old Business
  - a) Downtown Association Conference attendance updates
  - b) Review and discussion of mini-façade documents
- 7. New Business
  - a) Review and discussion of Effingham Arts mural painting proposal
  - b) Discussion on a potential event collaboration with Effingham Chamber of Commerce
  - c) Discussion on the parking situation in downtown Guyton
- 8. Adjournment



## City of Guyton Downtown Development Authority (DDA) Meeting July 17, 2024 — 10:00 A.M.

#### MINUTES OF MEETING

Call to Order — The City of Guyton Downtown Development Authority held a meeting on July 17, 2024, at the City of Guyton City Hall, 310 Central Blvd in Guyton. The meeting was called to order by Miller Bargeron at approximately 10:14 A.M.

Miller Bargeron, Glen Montgomery, Tamela Mydell, and Theodore Hamby were present at this meeting. Kaitlynn Thayer, Keith Lancaster, and Carl Heindel were absent.

Additional Administrative Staff Present — City Clerk Fabian Mann was present.

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

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

Pledge of Allegiance — The Pledge of Allegiance was led by Bargeron.

**Approval of Agenda** — **Montgomery** made a motion to approve the agenda. **Hamby** seconded the motion. **Motion passed unanimously**.

Approval of Minutes from the June 26, 2024, DDA Meeting — Montgomery made a motion to approve the minutes. Hamby seconded the motion. Motion passed unanimously.

#### **Financial Report**

#### **Old Business**

a) Discussion on administering and marketing Guyton downtown façade grants

#### **New Business**

a) Discussion on attending DDA training conference

Adjournment — Hamby made a motion to adjourn. Mydell seconded the motion. Motion passed unanimously. The meeting was adjourned at approximately 10:35 A.M.

## City of Guyton, Georgia Working Together to Make a Difference



	Miller Bargeron, Jr.,
	Chairperson
_	



## <u>Downtown Development Authority</u> <u>Mini Façade Grant Agreement</u>

This Agreement, entered in	to this	day of _			20,	is by and
between the Downtown De APPLICANT/AWARDEE:	evelopment	Authority of	of Guyton,	Georgia	and the	following
Applicant/Awardee Name:						
Name of Business:						
Tax ID#:						
Address of Property:						
PIN(s) of Property:						
The Downtown Development A Façade Grant Program (the businesses to improve the exproviding up to \$250.00 in did to a commercial building. The their proposed improvements Façade Grant Application (the APPLICANT/AWARDEE cert exceeding the Program Funds	"Program") exterior apperect funds to approved avis \$ amount awaifies and gu	for the Dearance of the eligible part of amount of the eligible part of	owntown Cheir building icipants to the for APPLICATE the improved defined here.	Overlay Disings, storefrinance extended CANT/AW. wements iderein as the	strict to or ronts, and erior important ARDEE be entified in effective entrogran	encourage d signage, covements ased upon n the Mini n Funds").
Upon execution of this agreen Funds to APPLICANT/AWAR prior work, nor can Program F	DEE. Progra	am funds sh	all not be ap	oplied to ex	penses in	curred for

APPLICANT/AWARDEE shall have 365 days from the date of issuance of the Program Funds to expend the Program Funds. If APPLICANT/AWARDEE determines it needs to request an extension beyond the 365 day grant period, it shall submit a wrritten request for such an extension no later than 15 days prior to the expiration of the 365 day grant period in which it explains the basis for the request. The DDA may, in its sole discretion, approve up to three extentions, not to exceed a total of 120 days. In the event of extenuating circumstances beyond APPLICANT/AWARDEE's control causing the delay in expending the Program Funds, the DDA may provide an additional timeframe for closeout.

APPLICANT/AWARDEE shall provide a closeout report detailing compliance with the Program within 45 days of the completion of the improvements. The closeout report shall include a description of the project; a project expense report which identifies all project expenditures and the name, date paid, amount paid, and description of the work performed by any and all vendors or contractors; copies of receipts and invoices for all expenditures listed on the project expense report; at least five photographs of the completed improvements; and any other applicable information demonstrating compliance with the Program. The DDA reserves the right to request additional information and documentation demonstrating compliance with the Program. In the event it is determined that Program Funds were misused, APPLICANT/AWARDEE acknowledges it shall be ineligible for future award opportunities from the DDA, and agrees to immediately reimburse the DDA for the total amount of all such misused funds, such amount to be determined by the DDA in its sole discretion.

APPLICANT/AWARDEE shall comply with all applicable laws, ordinances, codes, and regulations and shall secure all necessary permits for the improvements to be made pursuant to this Agreement. APPLICANT/AWARDEE shall hold the DDA and the City of Guyton harmless, including its employees, officers, agents, and affiliates, from and against all claims, damages, losses, and expenses, including but not limited to attorney fees and expenses, arising out of or resulting from performing under this Agreement, arising out of any work performed in relation to this Agreement, or constituting a breach of any term of this Agreement.

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

AWARDEE/APPLICANT SIGNATURE	DATE
AWARDEE/APPLICANT PRINT	
DOWNTOWN DEVELOPMENT AUTHORITY OF GUYTON, GEORGIA SIGNATURE	DATE
DOWNTOWN DEVELOPMENT AUTHORITY OF GUYTON, GEORGIA PRINT	
NOTARY SIGNATURE	DATE
NOTARY PRINT	
COMMISION EXPIRES:	



## <u>Downtown Development Authority</u> <u>Mini Façade Grant Application</u>

The Downtown Development Authority of Guyton, Georgia Mini Façade Grant Program is structured as a matching grant program where business and property owners may be awarded up to \$250.00 for eligible projects. The purpose of this program is to stimulate downtown revitalization, redevelopment, and economic development in the City of Guyton. Program funds are an incentive for current owners and potential buyers of vacant and occupied buildings to restore, renovate, and repair the exteriors of their building. Commercial and local business owners willing to renovate and/or improve the street front exteriors of their structures, exterior painting, signage, structure stabilization, awnings, canopies, exterior walls, gutters, downspouts, exterior doors, window repairs, decorative exterior, architectural features, landscaping, and pavement improvements are eligible to apply for the Mini Façade Grant.

The Mini Façade Grant Program provides for a one-time maximum funding of \$250 per location. Awards require a match of at least 50%. This requires the applicant to provide a minimum dollar-per-dollar investment. As an example, if the total improvements cost \$750, the maximum award amount from the Downtown Development Authority would be \$250, and the applicant is responsible for the other \$500.

Please note that the property being renovated and/or improved must be located within the Downtown Overlay District as defined in Section 617 of the City of Guyton Zoning Ordinance to be eligible for the Mini Façade Grant. Grants will only be awarded to projects that are approved by the Downtown Development Authority of Guyton, Georgia prior to work commencing. A Mini Façade Grant Agreement must be executed prior to construction or installation of the proposed renovations and/or improvements. Applications will be reviewed on a first-come, first-served basis, and applications missing any required documentation shall be deemed incomplete until all required information is received.

Date:		
Name of Property Owner:		
Applicant Name:		
Applicant Phone Number:		

Addre	ess of Property :
Estim	ated Total Cost of Project:
Descr	iption of Project:
Propo	osed Project Start Date:
Antic	ipated Project Completion Date:
	<u>Application Checklist</u>
	Confirm the Property is located within the Downtown Overlay District.
	Complete the Mini Façade Grant Application.
	Submit at least 5 photographs of the current condition(s) of the Property related
	to the proposed renovations and/or improvements.
	Submit a copy of Applicant's W-9.
	Submit a copy of deed for the Property demonstrating current ownership.

## **Statement of Understanding**

- 1. The Applicant agrees to comply with the guidelines and procedures of the Downtown Development Authority of Guyton, Georgia Mini Façade Grant Program and the other requirements outlined specified and agreed all approved.
- 2. The Applicant understands that he/she must submit detailed cost documentation, copies of building/sign permits, bids, contracts, and invoices upon request.
- 3. The Applicant acknowledges that no representations have been made by the City of Guyton or the Downtown Development Authority of Guyton, Georgia regarding whether this application will be approved.
- 4. The Applicant agrees to defend, indemnify, and hold harmless the City of Guyton and the Downtown Development Authority of Guyton, Georgia for any claims, liabilities,

losses, damages, costs, and expenses (including attorneys' fees) arising out of or resulting from Applicant's application, the project, and/or issuance of the grant.

- 5. The Applicant agrees to observe all applicable federal, state, and local laws pertaining to the use of grant funds.
- 6. The Applicant hereby acknowledges receipt of, and agrees to fully abide by, and be bound by all terms of the Downtown Overlay District Ordinance as provided in Section 617 of the City of Guyton Zoning Ordinance, which is incorporated herein by reference.

Applicant Signature		
Date	 	





# **Guyton Mural**

2024

Effingham Artists Exterior Mural 216 Central Blvd, Guyton, GA 31312

## **Overview**

- Mural Design and execution by Lindsey Gerow of Effingham Artists
- crowdfunded or fundraiser?
- Site Prep provided by city of Guyton
- Materials and Supplies purchased by the City of Guyton
- City of Guyton print/news & social Media coverage during execution and after completion
- On completion plaque awarded by City of Guyton to Effingham Artists "donated by Effingham Artists"

## Questions

? will the mural cover the entire wall or be picture frame style?

How many square feet is the design area?

## **Milestones**

## I. Design Phase

7/23 - initial conversation with Miller Bargeron, Guyton DDA

7/29 - site visit and photographs taken

8/3 sketch completed and proposal sent to Bargeron

#### **Estimated timeline:**

date tbd Meeting to discuss revisions

2 weeks after proposal discussion - Revisions to design to be completed

Once approved, finalize supply list (based on final colors and sq footage)

Supplies/materials purchased

Calendar finalized

## II. Preparation (provided by City of Guyton)

Surface pressure washed - allow 1 week drying time afterwards

Make any necessary repairs (cracks, chips, ect.)

2 coats of <u>primer</u> applied - sprayed and/or heavy nap roller

## III. Execution

Temperature of 75 or high humidity also affects the mural's drying time when the relative humidity is above 70%, use caution

- Step 1 Final design transferred projected or grid enlargement
- Step 2 Painting large values
- Step 3 Painting details and highlights
- IV. Preservation Apply an isolation coat allow 48 hours dry time Apply an outdoor rated varnish Most varnishes should be applied when air temperatures are between 55-75°F. Do not apply in direct sunlight. Do not apply to wet surfaces or if rain or heavy dew is expected within 24-48 hours.

## **Specification**

Effingham Artists shall retain all copyrights of the artwork, including all reproduction, display, distribution, and derivative works rights. Clients shall not use digital files in any capacity without permission and attributing authorship to Lindsey Gerow of Effingham Artists.

Designers are entitled to use any unselected designs for other projects. Designer is entitled to sign the mural in a discreet area of the wall. Designer is entitled to identify as the creators of the artwork and share on their portfolio, including website and on social media platforms. Client shall not alter, modify, edit, or change the artwork with- out Designer's prior written consent. No work may be reproduced by Client without the prior written approval of the Designer.

#### **Artist Alteration**

Colors may appear differently in paint than on screen renderings. Designer is not responsible for such differences. Designs may be altered based on the following factors: wall texture, signage or electrical outlets on the wall, etc.

Changes, if necessary, will be made by the Designers' expertise. The artwork on the wall will replicate the digital drawing in terms of shapes, colors, and overall design, but the specific shapes may vary based on what looks best on the wall.

#### Maintenance

Client shall notify the Designer promptly in the event of the need for any maintenance or restoration services so that the Designer may have a reasonable opportunity to perform such work themselves or to supervise or consult in its performance. Designer shall be compensated at \$100/hour by the Client, for future maintenance and/or restoration services rendered with prior written authorization. In absence of any need for restoration or maintenance, the work shall remain free of alteration by the Client, who shall take reasonable precautions to protect it against damage or destruction by external forces. If the Client chooses to remove or cover the mural from the wall, Designer is not responsible for removal, movement, and/or disposal of the mural. Designer is not liable for any injury or damage resulting from moving, or tampering with the mural.

#### Delay

If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside of Designers' control, the Designer shall be entitled to extend the completion date via verbal, or written notification to the Client, by the time equivalent to the period of such delay. Project timeline may be changed with written consent between both parties and a new timeline must be created before any additional work is continued on the project. If the Client fails to comply with the agreed upon timeline, the project will be pushed back based on the Designer's schedule and Designer has the option to

terminate the project.

#### **Additional Compensation**

Any additional artwork done by the Designer shall be negotiated and compensated separately from this Agreement. If the Client wishes to use artwork in any other capacity, excluding the mural, usage must be negotiated separate from this agreement and other fees may incur.

#### **Termination**

Designer may terminate this Agreement on three (3) days written notice via email to the Client in the event that Client is in breach with any provision of this Agreement, provided that, during the three day period, the Client fails to cure such breach.

#### Waivers

No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing signed by the party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement will not apply to any subsequent breach of this Agreement.

### **Governing Document**

This Agreement constitutes the entire agreement and understanding of Designer and Client with respect to the terms and conditions of the project and supersedes all prior and contemporaneous written or verbal agreements and understandings.

#### For future reference:

Pricing starts at \$25 per square foot and decreases with increased size of mural; at 290 sf price drops to \$22/sf – at 500 sf drops to \$20/sf – at 900 sf price drops to \$18/sf.

(Square Foot is determined by multiplying the height x width of the painting surface) \*Price per square foot may increase if the design requested is complex. This will be indicated in price quote and determined at the time that the final sketch

is approved.

#### **Materials List**

Paint (colors?)

Brushes

Rollers

Drop cloth (canvas or plastic)

Buckets for water to wash brushes

Solo cups (to mix paint in)

Painters tape

1 in Chip brushes

2 in sash brushes

Small rollers

Small brushes

rags/paper towels

Face mask

Ladder

Power source? (for paint sprayer, projector if needed)