



City of Guyton, Georgia  
**DOWNTOWN DEVELOPMENT  
AUTHORITY (DDA) MEETING**  
September 18, 2024 | 10 A.M.

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

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## **AGENDA**

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Consideration to Approve the Agenda**
4. **Consideration to Approve the Minutes**
  - ☉ 08/21/24 DDA Meeting
5. **Financial Report**
6. **Old Business**
  - a) Informal report on DDA Board Members' attendance at the Georgia Downtown Association Conference
  - b) Review of the modified façade grant documents
  - c) Discussion of the Effingham Arts mural painting proposal
7. **Adjournment**



**City of Guyton  
Downtown Development Authority (DDA) Meeting  
August 21, 2024 — 10:00 A.M.**

MINUTES OF MEETING

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**Call to Order** — The City of Guyton Downtown Development Authority held a meeting on August 21, 2024, at the City of Guyton City Hall, 310 Central Blvd in Guyton. The meeting was called to order by Miller Bargeron at approximately 10:00A.M.

Miller Bargeron, Glen Montgomery, Kaitlynn Thayer, and Keith Lancaster were present at this meeting.

**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.

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

**Pledge of Allegiance** — The Pledge of Allegiance was led by **Miller**.

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

**Approval of Minutes from the July 17, 2024, DDA Meeting** — **Miller** made a motion to approve the minutes. **Montgomery** seconded the motion. **Motion passed unanimously**.

## **Financial Report**

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### **Old Business**

a) **Downtown Association Conference attendance updates**

b) **Review and discussion of mini-façade documents**

- a. **Montgomery** made a motion to correct typos, increase grant amount to \$1k for 10 grant awardees, change to 90 days of issuance to use funds, and add a disclaimer to allow DDA to make changes on the Mini Façade Grant Application. **Lancaster** seconded. **Motions passed unanimously**.
- b. **Montgomery** made a motion to add leases and property tax records to the Mini Façade Grant Checklist. **Lancaster** seconded. **Motion passed unanimously**.
- c. **Bargeron** made a motion to shift from a mini façade grant in the amount of \$250 to the larger amount of \$1k and for the problem to officially launch October 1, 2024. **Thayer** seconded. **Motion passed unanimously**,



**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
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**Adjournment** — **Lancaster** made a motion to adjourn. **Montgomery** seconded the motion. **Motion passed unanimously.** The meeting was adjourned at approximately 11:03 A.M.

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Miller Bargeron, Jr.,  
Chairperson

Attest:

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Kaitlynn Thayer, DDA Secretary

**DDA  
BUDGET SUMMARY  
9/18/2024**

**INCOME**

|                     |           |                  |
|---------------------|-----------|------------------|
| FY '25 General Fund | \$        | 25,000.00        |
| <b>Total Income</b> | <b>\$</b> | <b>25,000.00</b> |

**EXPENSES**

|                       |           |                  |
|-----------------------|-----------|------------------|
| Façade Grants (10)    | \$        | 10,000.00        |
| GDC Registration      | \$        | 2,460.00         |
| GDC Travel & Lodging  | \$        | 974.43           |
| <b>Total Expenses</b> | <b>\$</b> | <b>13,434.43</b> |

**TOTAL REMAINING**

**\$ 11,565.57**



## **Downtown Development Authority** **Façade Grant Agreement**

**This Agreement**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the Downtown Development Authority of Guyton, Georgia and the following APPLICANT/AWARDEE:

Applicant/Awardee Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Address of Property: \_\_\_\_\_

PIN(s) of Property: \_\_\_\_\_

The Downtown Development Authority of Guyton, Georgia (the “DDA”) has developed a Façade Grant Program (the “Program”) for the Downtown Overlay District to encourage businesses to improve the exterior appearance of their buildings, storefronts, and signage, providing up to \$1,000 in direct funds to eligible participants to finance exterior improvements to a commercial building. The approved award amount for APPLICANT/AWARDEE based upon their proposed improvements is \$\_\_\_\_\_ for the improvements identified in the Façade Grant Application (the amount awarded shall be defined herein as the “Program Funds”). APPLICANT/AWARDEE certifies and guarantess that it will spend an amount equal to or exceeding the Program Funds on the improvements.

Upon execution of this agreement, the APPLICANT/AWARDEE will have 90 days to complete the proposed improvements. If APPLICANT/AWARDEE determines it needs to request an extension beyond the 90 day completion period, it shall submit a written request for such an extension no later than 15 days prior to the expiration of the 90 day completion period in which it explains the basis for the request. The DDA may, in its sole discretion, approve extensions of the completion period.

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 the DDA determines the improvements do not comply with the requirements of the Program, the DDA, in its sole discretion, shall have the right to withhold Program Funds. Once the improvements have been completed and verified by the DDA, the DDA will issue a check to the the APPLICANT/AWARDEE in the amount of the Program Funds.

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 Superior Court of Effingham County, Georgia.

|   |               |
|---|---------------|
| _____<br>AWARDEE/APPLICANT SIGNATURE                                    | _____<br>DATE |
| _____<br>AWARDEE/APPLICANT PRINT  | _____         |
| _____<br>DOWNTOWN DEVELOPMENT AUTHORITY OF GUYTON, GEORGIA<br>SIGNATURE | _____<br>DATE |
| _____<br>DOWNTOWN DEVELOPMENT AUTHORITY OF GUYTON, GEORGIA<br>PRINT     | _____         |
| _____<br>NOTARY SIGNATURE   | _____<br>DATE |
| _____<br>NOTARY PRINT<br>COMMISSION EXPIRES:                            | _____         |



## **Downtown Development Authority** **Façade Grant Application**

The Downtown Development Authority of Guyton, Georgia Façade Grant Program is structured as a matching grant program where business and property owners may be awarded up to \$1,000 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 Façade Grant.

The Façade Grant Program provides for a one-time maximum funding of \$1,000 per location. Awards require a match of at least 50% of the total project cost. This requires the applicant to provide a minimum dollar-per-dollar investment. As an example, if the total improvements cost \$1,500, the maximum award amount from the Downtown Development Authority would be \$750, and the applicant is responsible for the other \$750. Likewise, if the total improvements cost \$3,000, the maximum award amount from the Downtown Development Authority would be \$1,000, and the applicant is responsible for the other \$2,000.

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 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 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: \_\_\_\_\_

Address of Property : \_\_\_\_\_

Estimated Total Cost of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Project Start Date: \_\_\_\_\_

Anticipated Project Completion Date: \_\_\_\_\_

### **Application Checklist**

- Confirm the Property is located within the Downtown Overlay District.
- Complete the 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 or property tax record for the Property demonstrating current ownership. If the applicant is the lessee of the property, a current lease indicating the lessee has the authority to make façade changes to the property.

### **Statement of Understanding**

1. The Applicant agrees to comply with the guidelines and procedures of the Downtown Development Authority of Guyton, Georgia 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.

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Applicant Signature

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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?
- Materials and Supplies
- 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”

**Commented [1]:** This agreement will probably need to be effectuated with the owner of the building. I highlighted the potential areas of concern regarding the proposal. Once you determine the cost of the materials, I will need to approach the building owner to discuss options for moving forward.

**Commented [2]:** @Miller.Bargeron@cityofguyton.com I wonder if this would fall under rotary worthy too, they asked me if i had any projects in mind when ...

**Commented [3]:** I am not familiar with the rotary worthy. What is it?

## 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

9/11 proposal revision and materials [list](#)

### II. Site Preparation (provided by [who?](#))

Surface pressure washed - allow 1 week drying time afterwards

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

**Commented [4]:** @Miller.Bargeron@cityofguyton.com

**Commented [5]:** I am not sure who will do the site prep. We may need to see if the property owner will take care of this. He could probably apply for a facade grant to assist with the cost.

### 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 - 2 coats of [primer](#) applied - sprayed and/or heavy nap roller

Step 2 - 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 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 without 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:

**Commented [6]:** @Miller.Bargeron@cityofguyton.com cost is determined by size. do we have an estimate? \_Assigned to miller.bargeron@cityofguyton.com\_

**Commented [7]:** I do not know the estimated size if the wall. We probably will have to ask the owner.

**Commented [8]:** @Miller.Bargeron@cityofguyton.com removed permission. they CAN use them with attributing authorship \_Assigned to miller.bargeron@cityofguyton.com\_

**Commented [9]:** This clause would be directed towards the person who executes the contract. This will probably be the property owner. Just leave it like this for now.

**Commented [10]:** The big thing that I will bring back to the board is that you are flexible regarding the terms of the contract. Let's first determine who will execute the contract and cover the cost of the prep work and materials.

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 contacted by the Client, for any future maintenance and/or restoration services. 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.

**Commented [11]:** @Miller.Bargeron@cityofguyton.com better?  
\_Assigned to miller.bargeron@cityofguyton.com\_


**Commented [12]:** Leave this clause for now. The executor of the contract will have to agree to it.

### **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.