

City of Guyton, Georgia
CITY COUNCIL WORKSHOP
December 7, 2021 at 7:00 P.M.



C.D. Dean, Jr., Public Safety Complex
GUYTON GYMNASIUM
505 Magnolia Street
Guyton, GA 31312

AGENDA

- 1. Call to Order**
- 2. Topics for Discussion**
 - a. Water/Sewer Agreement with Guyton Station
 - b. Safe Sidewalks
 - c. Probation Services Contract
 - d. LMIG Bid Update
 - e. CDBG Project Discussion
 - f. Package Sales Update
 - g. Open Discussion
- 3. Dates to Remember**
 - a. Tuesday, December 14, 2021 at 5:30pm - Guyton Luminary Service, Guyton and Ferguson Cemeteries, Guyton, GA 31312
 - b. Tuesday, December 14, 2021 at 7:00pm - City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - c. City Hall will be closed Friday December 24, 2021 and Friday December 31, 2021
 - d. Tuesday, January 4, 2022 at 7:00pm - City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - e. Tuesday, January 11, 2022 at 7:00pm - City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- 4. Consideration to Adjourn this City Council Workshop**

City of Guyton, Georgia
SPECIAL CALLED CITY COUNCIL MEETING
December 7, 2021
Immediately following the Workshop



C.D. Dean, Jr., Public Safety Complex
GUYTON GYMNASIUM
505 Magnolia Street
Guyton, GA 31312

AGENDA

1. **Call to Order**
2. **Public Comment (will be limited to agenda items only)**
3. **Consideration to hire Mrs. Meketa Hendricks-Brown to be the City Manager**
4. **Consideration to advertise for the City Clerk position**
5. **Consideration to Adjourn this meeting**

State of Georgia)
)
County of Effingham)

WATER AND SEWER SERVICE AGREEMENT

This Water and Sewer Service Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between **SIMCOE INVESTMENT GROUP, LLC** (hereinafter referred to as “Developer”), a limited liability company existing and organized under the laws of the State of Georgia having its principal place of business at P.O. Box 1247, Richmond Hill, Georgia 31324 and the **CITY OF GUYTON, GEORGIA** (hereinafter referred to as the “the City”), a municipal corporation having a principal place of business at 310 Central Blvd, Guyton, Georgia 31312.

RECITALS:

WHEREAS, the Developer is the owner and developer of real property consisting of approximately 111.50 acres (County tax map 0295, parcel 0053) located at Highway 17, City of Guyton, Effingham County, Georgia (hereinafter the “Property”); and

WHEREAS, the Property is located within the City’s corporate boundaries, and is located within the City’s water and sewer service delivery area; and

WHEREAS, Developer plans to construct a mixed-use development on the property in three phases, consisting of approximately 111 residential or equivalent residential units and 7 commercial units (the “Development”); and

WHEREAS, the Development shall be completed in three phases; and

WHEREAS, this Agreement provides only for the terms and conditions of the City’s provision of water and sewer services to Phase 1 of the Development. The terms and conditions of the City’s provision of water and sewer services to Phases 2 and 3 of the Development, which, combined, will consist of approximately 66 residential or residential equivalent units, shall be provided for in a subsequent written agreement(s) between the parties or a written amendment(s) in conformance with the requirements of this Agreement.

WHEREAS, Phase 1 shall consist of 45 residential or equivalent residential units and 7 commercial units, as shown on the attached drawing entitled “Key Map, Guyton Station”, prepared by EMC Engineering Services, Inc. and dated June, 2021; and

WHEREAS, the Developer desires that the City serve the Property with potable water and sanitary sewer services; and

WHEREAS, in order to serve the Property with potable water and sanitary sewer services, the City’s existing water and sanitary sewer systems will require certain additions, extensions, improvements, and/or modifications by the Developer (all additions, extensions, improvements, modifications and all related infrastructure and equipment contemplated herein are collectively referred to as the “Systems”, and all work related to the design, installation and construction of the Systems is collectively referred to as the “Project”); and

WHEREAS, Developer desires certain commitments from the City in regard to the Systems; and

WHEREAS, the City finds that the provision of potable water and sanitary sewer services to the Property is consistent with and in furtherance of the goals and purposes of the City, and is in the public interest;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein made, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

SECTION 1. Obligations and additional recitals of the Parties.

The recitals listed above are hereby incorporated by reference.

1.1 General

Developer shall be responsible to ensure the Project and Systems conform to City standards, specifications, and regulations. The City may require, as part of its specifications, that the Systems or a portion thereof be of a size sufficient to allow other properties in the area near the Property to connect to the Systems to receive City water and/or sewer services. The City shall approve cost estimates for said

upsizing prior to commencement of construction and shall reimburse Developer for said upsizing within thirty (30) days after final acceptance of the work by the City.

1.2 Project Engineer

Developer shall retain a competent professional engineer registered in the State of Georgia (“the Project Engineer”) to prepare the engineering design for the Systems.

1.3 City’s Engineer

The City shall retain a competent professional engineer registered in the State of Georgia (“the City’s Engineer”) to perform the reviews and inspections described in this Agreement. The City’s Engineer shall not be an employee, partner or co-worker of the Project Engineer, nor shall he or she hold a financial interest in the firm at which the Project Engineer is employed.

1.4 Costs

All design, construction, material, engineering, inspection, and testing costs, and all other costs of any kind incurred in connection with the design and construction of the Systems, and all costs incurred in complying with the provisions of this Agreement shall be borne by the Developer, including the cost of the work to be performed by the City’s Engineer, provided however, that the Developer reserves the right to object to charges or rates for work performed by the City’s Engineer that are not commensurate with the industry standard in the Effingham and Bulloch County region.

1.5 Pre-construction Phase

Prior to commencement of construction of the Systems:

The City’s Engineer shall review the plat(s), plans, and any other documents reasonably deemed necessary by the City’s Engineer to confirm that the Systems as designed will meet the City’s specifications, regulations, and standards. The Project Engineer shall cooperate with the City’s Engineer to include providing all documents reasonably requested by the City’s Engineer. Developer shall reimburse the City for the cost of the City’s Engineer’s review of the plat(s), plans and other documents in the amount specified in the City’s Fee Schedule. If construction of the Systems commences before the City’s Engineer has issued written confirmation that the Systems as designed will meet the City’s specifications, regulations, and

standards, the City's obligations under this Agreement shall terminate and Developer's rights under this Agreement shall be forfeited.

1.6 Construction Phase

Developer shall be responsible to provide resident inspection by the Project Engineer during construction of the Systems.

If the location, design or installation of the Systems materially deviates from the items noted on the recordable plat(s) the Developer provided to the City prior to commencement of construction, the Developer shall immediately notify the City's Engineer of the material deviation and shall submit a revised plat(s) to the City's Engineer which reflects the material deviation. Construction of any material deviation shall not proceed until the City's Engineer has issued written confirmation that design of the Systems as modified will meet the City's specifications, regulations, and standards. Developer shall reimburse the City for the cost of the City's Engineer's review of the revised plat(s) described in this paragraph in the amount specified in the City's Fee Schedule.

1.7 Upon completion of construction

After construction of the Systems is complete, Developer shall provide to the City a statement from the Project Engineer certifying that the materials and workmanship of the Systems constructed, including without limitation pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work has been constructed in accordance with the plans that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, approved by the City's Engineer during the Construction Phase). Upon request of the City or City's Engineer, Final Project Approval shall be contingent upon the Project Engineer's substantiation by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and any other tests reasonably required by the City or City's Engineer if and when these are requested.

Further, after construction of the Systems is complete, Developer shall provide to the City recordable plat(s) in recordable form in a format agreeable to the City showing the location of all Systems within the public easements and/or rights-of-way owned or to be owned by the City. Developer shall

provide separate recordable plats for each Phase. Should the Developer fail to provide the plat(s), the City shall not authorize a building permit or water meter to any property to be served by the Systems, nor will the City accept dedication of the Systems.

1.8 Dedication for acceptance by the City.

Upon:

- (a) Developer's completion of construction of the Systems and all related facilities;
 - (b) Developer's payment of all fees related to the City's Engineer's review and inspections, as well as all other applicable fees;
 - (c) Developer's provision of the bond/security referenced in Sec. 2 of this Agreement;
 - (d) Developer's provision of "asbuilt" drawings per City specifications;
 - (e) if any portion of the Systems to be dedicated to the City are located in property or rights-of-way not owned by the City, Developer's provision to the City of easements adequate to enable the City to operate and maintain the Systems in perpetuity;
 - (f) if any portion of the Systems are located in property or rights of way owned by a government entity other than the City, Developer's provision to the City of written confirmation approved and executed by the governing body of that government entity that the City shall be the owner of the Systems if the City accepts dedication thereof;
 - (g) Developer's submission to the City of a written request that it accept dedication of the Systems;
- and
- (h) the Projects Engineer's certification:
 - i). that the Systems have been constructed in accordance with the plans(s) that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, during the Construction Phase);
 - ii). that the Systems are adequately designed, and conform to the City's standards, specifications, and regulations;

- iii). that all documents Developer or the Project Engineer were required to submit under this Agreement have been submitted; and
- iv.) that the easements are adequate to enable the City to operate and maintain all portions of the Systems to be dedicated to the City,

the Mayor and Council shall, subject to approval of the City Staff and City's Engineer, vote to enter into a Utility Systems Dedication Agreement with the Developer to accept title to, and assume responsibility for maintenance and operation of, those portions of the Systems that are located within public easements and rights-of-way. The City will only accept dedication of those portions of the Systems that are located within public easements and rights-of way for which the City has an express, recorded right of access and maintenance, which acceptance shall include all rights, title and interest that the Developer has in the Systems serving the Property and also all easements and/or rights-of-way required for the purpose of operation and maintenance thereof. Nothing in this Agreement shall prohibit the City from accepting dedication of the Systems in phases.

SECTION 2. Bond/Security.

For all of the Systems that Developer seeks to dedicate to the City, it shall provide a bond. The bond shall be available for a one year period from the date on which the City Council votes to accept title to the Systems. In the event any portion(s) of the Systems accepted by the City fail or malfunction in any way within one year of the City's acceptance of dedication of the same, the City shall have the right to reimbursement of all costs to repair the same through the bond if the failure or malfunction is attributable to the action(s) or inaction(s) of the Developer or its agents, employees, contractors, or subcontractors.

SECTION 3. Term.

The City shall have no further obligations under this Agreement, and Developer shall forfeit all of its rights under this Agreement if:

- (a) construction of the Systems has not begun within one year of execution of this Agreement;
- (b) there is a one (1) year period in which no construction of the Systems occurs; or

(c) Developer defaults on its obligations under this Agreement and fails to cure the same within thirty calendar days after written notice thereof.

SECTION 4. Fees.

As development proceeds under the terms of this Agreement, and at the time of issuance of each meter, and as a condition precedent to issuance of the same, Developer shall be charged and shall pay:

- (a) a Water Impact Fee paid for each residential unit, equivalent residential unit, or commercial unit that connects to City water services based on those fees in effect at the time of water connection (currently \$2,300.00);
- (b) a Sewer Impact Fee paid for each residential unit, equivalent residential unit, or commercial unit that connects to City sewer services based on those fees in effect at the time of sewer connection (currently \$3,500.00);
- (c) a water meter installation fee paid for each residential unit, equivalent residential unit, or commercial unit based on those fees in effect at the time of the water and/or sewer connection (currently \$500.00);
- (d) an administrative fee paid for each water/sewer connection based on those fees in effect at the time of the water and/or sewer connection (currently \$100). This fee shall be paid for each water/sewer application Developer submits to the City, and the fee shall be inclusive of both water and sewer (*i.e.*, an application that requests water and sewer connection shall be subject to a \$100.00, not \$200.00, administrative fee);
- (e) a new service/connection fee paid for each water connection based on those fees currently in place at the time of the water connection (currently \$75.00) and

A monthly water and sewer user fee will then apply according to usage and current rates. No water meter will be issued or installed until all applicable fees are paid.

SECTION 6. [Reserved]

SECTION 7. Compliance with Laws.

Developer shall comply with all existing and future City requirements relating to the connection to and use of the City's water and sewer systems. Subject to the provisions of Section 4 of this Agreement, all provisions of law now or hereafter in effect relating to water and sewer service by the City of Guyton shall be applicable to this Agreement.

SECTION 8. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

SECTION 9. Entire Agreement.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

SECTION 10. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by the Parties to this Agreement.

SECTION 11. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

for any damages, whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form.

SECTION 15. Assignment.

This Agreement may not be assigned or transferred in whole or in part by the Developer without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Failure to obtain the City's prior approval of any assignment of this Agreement shall terminate the City's obligations and shall forfeit the Developer's rights hereunder. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

SECTION 16. Construction of Agreement.

The Parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement therefore shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

[Signatures on the Following Page]

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer under seal, affixed, this ____ day of _____, 2021.

THE CITY OF GUYTON

BY: _____
Hon. Russ Deen
Mayor, City of Guyton

Sworn to and subscribed before me this
____ day of _____, _____.

NOTARY PUBLIC

ATTEST: _____
Meketa Hendricks-Brown,
City Clerk, City of Guyton

Agreement approved as to form by City Attorney:

Benjamin M. Perkins
City Attorney, City of Guyton

DEVELOPER:

SIMCOE INVESTMENT GROUP, LLC,
a Georgia limited liability company

BY: _____

William Clayton Price

Its: Manager

Sworn to and subscribed before me this

____ day of _____, 2021.

NOTARY PUBLIC



EMC Engineering Services, Inc.
 10 Chatham Center South, Suite 100
 Savannah, GA 31405

QUANTITY ESTIMATE
Guyton Station Subdivision
EMC PROJECT NO.: 21-0001
GUYTON, GEORGIA
 prepared for:
SIMCOE INVESTMENT GROUP, LLC

10/29/2021

WATER DISTRIBUTION PER DESIGN					
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Connect to Existing 12" PVC Water Main (12" x 10" Reducer & 10" Valve-in-Box)	1.00	LS	\$ 6,500.00	\$ 6,500.00
2	10" PVC Water Main	2,710.00	LF	\$ 30.00	\$ 81,300.00
3	10" Valve in Box	3.00	EA	\$ 4,500.00	\$ 13,500.00
4	Fire Hydrant Assembly	3.00	EA	\$ 3,500.00	\$ 10,500.00
Sub Total					\$ 111,800.00
WATER DISTRIBUTION PER CITY OF GUYTON					
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Connect to Existing 12" PVC Water Main (12" Valve-in-Box)	1.00	LS	\$ 7,500.00	\$ 7,500.00
2	12" PVC Water Main	2,710.00	LF	\$ 42.50	\$ 115,175.00
3	12" Valve in Box	3.00	EA	\$ 5,500.00	\$ 16,500.00
4	Fire Hydrant Assembly	3.00	EA	\$ 3,500.00	\$ 10,500.00
Sub Total					\$ 149,675.00
SANITARY SEWER PER CITY OF GUYTON					
1	8" PVC Gravity Sewer (12-18')	152.00	LF	\$ 30.00	\$ 4,560.00
2	Sanitary Sewer Manhole	1.00	EA	\$ 4,500.00	\$ 4,500.00
Sub Total					\$ 9,060.00
TOTAL CONSTRUCTION DIFFERENCE					\$ 46,935.00



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

Richard E. Dunn, Director

Watershed Protection Branch

2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
404-463-1511

ENVIRONMENTAL PROTECTION DIVISION

Drinking Water Permitting Unit
Phone: (404) 656-2750
Fax: (404) 651-9590

Drinking Water Project Submittal Form

Water System Name: City of Guyton WSID: CP1030000

This project is:

- A new water system to be served by: Wells Surface water Purchased water
 An extension to an existing system

General Project Information:

Project Name: Guyton Station

Project Description: _____

Project Location: GA State Route 17 County: Effingham

Type of project:

<input checked="" type="checkbox"/> Water Line Extension (i.e. Subdivisions, Industrial Parks, etc)	<input type="checkbox"/> Transmission Main Extension	<input type="checkbox"/> New Source
<input type="checkbox"/> Treatment	<input type="checkbox"/> Storage	<input type="checkbox"/> Pumps
Other: _____		

Complete, as applicable, for proposed project:

New Service Connections: 118 Water Line Material: PVC
Size(s) of Water Lines 10", 8", 6" Length(s) of Water Line: 2710 lf, 1,890 lf, 4,320 lf
Wastewater Disposal by: Sewer Septic Tank

For water line extensions to existing systems provide the following information for the proposed point of tie-in:

Static pressure* (psi) 45 Elevation (ft) 78.0
Flow available (gpm) 1,000 Residual pressure (psi): 42
Size of existing main (in) 12 *Attach 24-hour pressure test to this form

PLEASE NOTE: ALL APPLICABLE APPROVALS AND/OR PERMITS RELATING TO THE CONSTRUCTION OF THE PROJECT MUST BE OBTAINED PRIOR TO THE START OF ANY CONSTRUCTION, AS REQUIRED.

To the best of my knowledge, the above named project conforms with all applicable state and local government requirements for the approval of public drinking water supply construction projects.

Signature: _____ Date: _____

Name: _____ Title: _____

For governmentally owned water systems (Cities, Counties, and Authorities):

To the best of my knowledge, the water system is in compliance with the Service Delivery Strategy (House Bill 489, 1997) for all counties in which its boundaries lie.

Owner's or Authorized Agent's Signature: _____ Date: _____

SANITARY SEWER EXTENSION SUBMITTAL FORM

Submitted for review pursuant Georgia Rules for Water Quality Control Chapter 391-3-6-.02(3)(a) are this form and attachments (as applicable):

- | | |
|--|---|
| <input type="checkbox"/> Project Description, design data
<input type="checkbox"/> Funding Source _____
<input type="checkbox"/> General map of proposed sewer extensions, outlined and flood plain contours and elevations if applicable
<input type="checkbox"/> Downstream Flow Schematic | <input type="checkbox"/> Plans (one copy)
<input type="checkbox"/> Specifications (one copy) |
|--|---|

Part I - General Information

- a. Name of local government City of Guyton
- b. Local government official Russ Deen - mayor
- c. Mailing Address 310 Central Boulevard

 City, County, State, Zip Code Guyton, Effingham County, Georgia, 31312
- d. Project name or identification Guyton Station
- e. Designing engineer(s) Alec B. Metzger, PE
- f. GA P.E. # PE030429 Expiration Date 04/11/2024
- g. Mailing Address 10 Chatham Center South Suite 100

 City, County, State, Zip Code Savannah, Chatham County, Georgia, 31405

Part II. - Treatment System Information

- a. Wastewater treatment plant to which extensions are tributary
 Name Guyton WPCP
 Permit flow 0.25 MGD Current Peak Flow 0.248 MGD
 Permit # GAJ040010

b. In the table below list the average daily flow (MGD) and effluent concentrations (mg/l) for biochemical oxygen demand (BOD₅), suspended solids (SS), Nitrogen (as NH₃), and phosphorus (P) for the last 12 months (preceding the sewer extension submittal) for the wastewater (from discharge monitoring reports).

Month	Flow	BOD ₅	SS	NH ₃	P	Month	Flow	BOD ₅	NH ₃	P	SS
January	0.102	26.6	16.0	N/A	N/A	July	0.078	18.9	N/A	N/A	17.5
February	0.134	26.5	22.6	N/A	N/A	August	0.085	16.8	N/A	N/A	17.0
March	0.148	27.5	22.3	N/A	N/A	September	0.091	11.3	N/A	N/A	12.0
April	0.112	31.2	35.0	N/A	N/A	October	0.095	26.9	N/A	N/A	26.5
May	0.104	28.9	29.2	N/A	N/A	November	0.092	45.0	N/A	N/A	30.0
June	0.093	24.5	20.8	N/A	N/A	December	0.086	40.9	N/A	N/A	18.4

SANITARY SEWER EXTENSION SUBMITTAL FORM

Part III- Project Information

- a. Name and address of the Developer. If not a local government please include a certified statement (as indicated in Section IV of this form).

SIMCOE Investment Group, LLC. (Clay Price)

Name

P.O. Box 3097

Mailing Address

Richmond Hill, Georgia 31324

City, County, State, Zip Code

- b. Proposed service area for this project.

Immediate 62.93 acres Ultimate 62.93 acres

- c. Type of developments: (check as applicable)

Industrial _____ Residential Commercial

Other _____ (explain) _____

- d. Population to be served

Population 333 Density/acre 8.58

- e. Per capita wastewater contribution

Average 100 GPD Peak 300 GPD

- f. If receiving industrial wastewater, describe industrial waste characteristics.

N/A

Quantity N/A GPD. Describe pretreatment received (if any)

(use extra sheet if needed)

- g. Average Design Flow (this project) 43,680 GPD Peak 131,040 GPD
or max. pipe capacity _____

- h. Design BOD (this project)

Average 78.62 lbs/day

SANITARY SEWER EXTENSION SUBMITTAL FORM

i. List nominal pipe diameter(s) and length

8" PVC Gravity Main - 7,780 LF

j. List number, size and type of pump stations (if any)

(1) 6' dia wetwell with (2) 5.5 HP pumps and 3680 LF of 4" forcemain

Please submit design calculations with this form. Include system head calculations; pump curves, system curves, and buoyancies calculations, etc.

Part IV- Certification

a. Provide the name of the Georgia P.E. that the project inspector will report to:

Alec B. Metzger

Georgia P.E. # PE030429

b. Provide the name of the local government who will own and maintain the proposed sewers if it is different from the authority responsible for treatment of wastewater from this project.

c. As the authority responsible for the treatment of wastewater from this project, I certify that: a) this project has been reviewed, b) the existing system has adequate transport and treatment capacity to treat wastewater generated from this project, c) we are willing to accept the project wastewater for treatment; d) that the sewers are not constructed on or serving structures constructed or proposed to be constructed on solid waste landfills; and e) we are willing to accept ownership and maintain the proposed sewers.

To the best of my knowledge, I certify that the above information is true and correct.

Signature _____

Responsible Local Official

Name (Print) _____

Title or Position _____

Date _____

Please provide any additional comments on a separate sheet of paper.

Submit completed form to:

D DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION
WASTEWATER REGULATORY PROGRAM
2 MARTIN LUTHER KING, JR. DRIVE, SUITE 1152 EAST
ATLANTA, GEORGIA 30334

SANITARY SEWER EXTENSION SUBMITTAL FORM

Information Sheet

The following information is provided to help you understand the reasons that a form must be completed and accompany each sanitary sewer extension request.

Question: Why is a form needed?

Answer: To enable us to process the extension request efficiently and to let us know if further review information is needed.

Question: How does one complete the form?

Answer: Answer each question in the space provided and refer to the checklist when appropriate. Below are brief explanations of the information is required.

Part I Provide the name of the local government in which the proposed sewer extension will be located. Provide the name of the local government official to whom the correspondence should be addressed.

Provide the name of firm, which prepares the sewerage plans and specifications and the name of the Georgia registered professional engineer who signed the plans.

Part II Provide the name of the wastewater treatment facility to which the proposed sewer extension(s) will be tributary. Provide wastewater treatment plant permitted flow in million gallons per day to the wastewater treatment facility listed in Part II.

From the discharge monitoring reports for the wastewater treatment facility, for the months listed, provide the flow, biochemical oxygen demand (BOD₅), suspended solids (SS), Nitrogen (NH₃), and Phosphorus (P) for the 12 months preceding the sewer extension submittal.

Part III Provide the name and address of the developer (firm) requesting the sewer extension. If the party responsible for initiating the sewer extension request is not a local government, a certified statement will be required.

Immediate acres to be served by this project includes development directly tributary to the proposed sewer extension. Ultimate acres to be served by this project includes development that will be tributary to the proposed sewer extension in the future.

Population density for the immediate service area should be listed. Dividing the population served by the immediate acres should equal the density per acre.

Average gallons per day per capita wastewater contribution should be based on realistic, preferably documentable data for residential development and documentable, equivalent flows for commercial and industrial development. The peaking factor should reflect documentable flow data for the appropriate types of development.

List pollutants and their concentration in mg/L and quantity in gallons per day of industrial wastewater discharging to the proposed sewer extension. Briefly describe the industrial pretreatment process employed.

Provide the average flow in gallons per day for the proposed sewer extension for the immediate service area. The second blank shows either the capacity of the sewer pipe for the proposed sewer extension or the ultimate flow in gallons per day if it is less than the pipe capacity.

Biochemical oxygen demand (5-day) for the immediate service area.

SANITARY SEWER EXTENSION SUBMITTAL FORM

Provide a list of nominal pipe diameters to be used in this project in this blank (8-inch, 12-inch, etc.).

Part IV

Provide the name of the Georgia registered professional engineer who the project inspector will report to. If the project inspector is a Georgia registered professional engineer, list the name of the project inspector.

EPD requires all sewers to be owned and maintained by the local government to which the extensions are tributary.

The local government with in-house sanitary engineering capability must review and approve the plans and specifications and provide downstream flow schematics. The local government (with no in-house sanitary engineering capability) must provide a certified statement that it is willing to accept the project wastewater for treatment and ownership of the sewers and pump stations. The local government must certify that the proposed sewers are not constructed on or serving structures constructed or proposed to be constructed on solid waste landfills.

Ken Lee, Mayor
Christi Ricker, Council
J. Reese Browher, Council
James Dasher, Council
Ann Daniel, Council



Levi Scott, Jr., Council
Paul Wendelken, Council
Wanda Simmons, Interim City Manager
Dulcia King, City Clerk
Raymond Dickey, City Attorney

CITY OF RINCON

302 South Columbia Ave. • P.O. Box 232
Rincon, GA 31326
Phone: (912) 826-5745

May 25, 2016

DNR-EPD
Coastal District
400 Commerce Center Drive
Brunswick, GA 31523
Attn: David Lyle

Re: Fort Howard Road Utility Extension

Dear Mr. Lyle:

This is to certify that according to the records of the City of Rincon, the proposed water system development project, and the appurtenances pertaining to the water system, are not located on or in close proximity to an abandoned landfill or any other site used for waste disposal.

Sincerely,

A handwritten signature in cursive script that reads "LaMeisha Hunter Kelly".

LaMeisha Hunter Kelly, AICP
City Planner

Ken Lee, Mayor
Christi Ricker, Council
J. Reese Browner, Council
James Dasher, Council
Ann Daniel, Council



Levi Scott, Jr., Council
Paul Wendelken, Council
Wanda Simmons, Interim City Manager
Dulcia King, City Clerk
Raymond Dickey, City Attorney

CITY OF RINCON

302 South Columbia Ave. • P.O. Box 232
Rincon, GA 31326
Phone: (912) 826-5745

May 25, 2016

DNR-EPD
Coastal District
400 Commerce Center Drive
Brunswick, GA 31523
Attn: David Lyle

Re: Fort Howard Road Utility Ext

Dear Mr. Lyle:

This is to certify that (a) City of Rincon has reviewed this project, that (b) City of Rincon has adequate transport and treatment capacity to treat wastewater from this project, (c) City of Rincon is willing to accept the project wastewater for treatment, (d) City of Rincon ensures that all provisions of applicable erosion and sediment control programs will be enforced and (e) according to the records of City of Rincon, none of the sewers, services or any other utilities associated with this project are constructed on or serving structures constructed or proposed to be constructed on solid waste landfills.

Sincerely,

A handwritten signature in cursive script, appearing to read "LaMeisha Hunter Kelly".

LaMeisha Hunter Kelly, AICP
City Planner

Ken Lee, Mayor
Christi Ricker, Council
J. Reese Browner, Council
James Dasher, Council
Ann Daniel, Council



Levi Scott, Jr., Council
Paul Wendelken, Council
Wanda Simmons, Interim City Manager
Dulcia King, City Clerk
Raymond Dickey, City Attorney

CITY OF RINCON

302 South Columbia Ave. • P.O. Box 232
Rincon, GA 31326
Phone: (912) 826-5745

May 25, 2016

DNR-EPD
Coastal District
400 Commerce Center Drive
Brunswick, GA 31523
Attn: David Lyle

Re: Fort Howard Road Utility Ext

Dear Mr. Lyle:

This is to certify that the City of Rincon will own, operate and maintain the constructed facilities, once service has been authorized by this office, and that water is available in sufficient quantities to service this project. This project is consistent with the approved "Service Delivery Strategy."

Sincerely,

A handwritten signature in cursive script, appearing to read "LaMeisha Hunter Kelly".

LaMeisha Hunter Kelly, AICP
City Planner



Sidewalk Risk Assessment



City of Guyton
October 24, 2021



Introduction

Georgia Safe Sidewalks is a company that works with organizations throughout Georgia assisting with the management of sidewalk maintenance programs. Maintenance of your sidewalks is an important issue. While they lay quietly for years, they require inspection and up-keep for several reasons.

1. Good sidewalks keep your citizens from streets and roadways where they can be placed in danger from contact with vehicles.
2. Good sidewalks are appreciated by citizens to help provide mobility throughout the community, and good health.
3. Good sidewalks in a community are the first indicator to prospective residents and business if the community is being managed and maintained proactively. If the sidewalks in a community look bad and are in disrepair, odds are that other assets of the community are not being maintained by that governing body.
4. It's the law. Federal law (ADA) requires sidewalks be maintained.
5. Sidewalks in disrepair can result in injury from falls and huge lawsuits to the managing authority. Court rulings and settlements are way more expensive than the cost of repairing a sidewalk.
6. Insurance companies are very open to lowering insurance premiums to an organization that is proactively documenting its efforts to keep sidewalks in compliance with ADA.
7. Private entities that pay taxes can obtain tax write-offs for performing sidewalk maintenance.

Georgia Safe Sidewalks has been working with organizations in Georgia since 2007 to provide assistance with inspection and evaluation of sidewalk inventories, and with the repair of vertical displacements in sidewalks which represents the most common (~80%) defect in sidewalks.

**We have repaired more than 140,000 sidewalk panels in Georgia, ~137 miles of sidewalks.
Our clients have saved \$40,000,000 repairing their sidewalks with our process.**

Organizations not using us are either not repairing their sidewalks and risking the liability lottery that they won't be sued or are spending \$40,000,000 more than our clients.

Your organization is one that has NOT used our service, and we have not had success in speaking to anybody within your organization about your sidewalk maintenance program. With this in mind we wondered if perhaps your sidewalks were in perfect compliance with ADA; so, during some recent travel we stopped to take a look at your sidewalks. They are not in full compliance with ADA.

This document shows what we found in your community. It is just a small sampling to "show off" our inspection ability and to bring to light the problems that do exist.

Our goal is to show you this information in the hopes that you will realize you do need help with your sidewalk maintenance program. We would like to set up a visit to discuss this information and what we do further. Please review this information and contact us.

Todd Fulk
770-722-2534
todd@gasafesidewalks.com

Jim Bright
470-484-6722
jim@gasafesidewalks.com



Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a summary identifying locations for issues that cannot be remedied with our repair process.





ADA Guidelines for Vertical Displacements

Georgia Safe Sidewalks strives to meet compliance with the Americans with Disability Act which is the federal governing law for sidewalks and walking surfaces. These guidelines apply to all citizens whether having a disability or not. Because ADA exists, falls on flat surfaces are the top cause of injuries reported by emergency rooms in this country and they result in the largest payout by insurance company every year.

The following guidelines coming directly from ADAAG. If your sidewalks are not in full compliance then you are in violation of federal law and can be held liable if a citizen falls and suffers an injury on your property.

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. **Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.**

Vertical Change in Level

TECHNICAL CHAPTER 3: BUILDING BLOCKS

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

TECHNICAL CHAPTER 4: ACCESSIBLE ROUTES

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope1 Maximum Rise

Steeper than 1:10 but not steeper than 1:8 3 inches (75 mm)

Steeper than 1:12 but not steeper than 1:10 6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.



Policies & Support Materials

Sole Source versus Bidding: Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should not be considered as our official bid. If you want a project bid, then you will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for their maintenance to Georgia Safe Sidewalks.

Safety & Insurance: Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

Warranty on Service: No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our warranty for our repair is as follows:

- All displacements will be removed to a 0” height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.



2021 Pricing Policy

Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as “inch-foot”.

An inch-foot equals the average height of the trip hazard measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

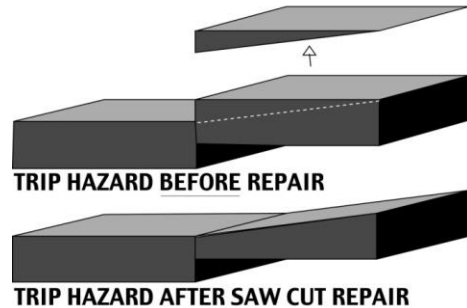
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

Pricing & Volume Discounts:

- ✦ Our price for small projects is commonly at \$47 per inch-foot. In the example above this would equate to a removal cost of \$70.5. We provide discounts for projects of larger sizes.

Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$500. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$1,000.



Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 - 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

Payment Terms:

All invoices are due 15-days from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks' work. Credit card payments are acceptable.

Additional Charges:

Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.

If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.



Offer Summary

We understand that customers are not always able to complete full projects on all of their sidewalks due to limited budgets. With this in mind, we try to provide our clients with options that will allow them to take proactive action. The prices below provide an example of options that would be offered for a small and concise area that we inspected in your community.

Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of potential trip & fall hazards as possible. This option has already been discounted by 2%.

Price: \$3,645

Days to Complete: ~ 1 day

Severe Hazard Offer (Medium & Large)

This option provides a little less expensive offer that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the community. Smaller hazards will remain in the walkways.

Price: \$2,245

Days to Complete: ~ 1 day

Extreme Hazard Offer (Large only)

This option provides an even less costly offer that will remove only the most severe trip & fall hazards. It will remove only the most extreme hazards. It is provided to allow action on a smaller budget, but it will not leave the property free of trip & fall hazards.

Price: \$1,100

Days to Complete: ~ 1 day

Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount and an area to begin giving us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

Our minimum is \$1,000

Projects above \$3,000 are discounted by 2%

Projects above \$6,000 are discounted by 4%

Projects above \$12,000 are discounted by 6%

Projects above \$25,000 are discounted by 8%

Projects above \$50,000 are discounted by 10%



Because sidewalk conditions can change, and because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months.

- ✦ After 6 months we reserve the right to increase these prices by 2.5%.
- ✦ If unable to make a decision within 12 months, no problem, the proposal will still be valid but the prices shown will be increased by 5%.
- ✦ And if still unable to make a decision, we still want your business. We will still honor this proposal for as much as 24 months but the pricing shown at that point will be increased by 10%.

Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 80 trip hazards or 90 inch-feet in a single day depending upon their size and location.

First Available Start Date: February 2022

Our business has grown in popularity enough that we carry a steady 3-4 month backlog throughout the year. Uncertain business conditions due to the Covid pandemic and the fact that our employees are detail trained tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



Terminology

The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼” and less than 2” in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.



- A yellow balloon identifies a small vertical displacement estimated to be between ¼” and ½” high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8” and 1” high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8” and 2” high.
- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk. The identified issue is beyond repair and is not work that GASS can provide.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair.
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2” high and requires new concrete instead of a repair.
- A pink diamond identifies a curb repair. The curb is higher than the adjacent sidewalk. We cut the curb so that it becomes flush with the sidewalk.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It is normally sidewalk that is buried or needs edged, or shrubs that need to be cut back to open up a sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk, or sitting too low or too high and usually requires municipality attention.
- An orange diamond identifies a wide gap in the walkway that needs filled. It is not work we provide.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the basin.
- A light yellow diamond identifies an issue/problem with an ADA ramp.
- A grey diamond is a miscellaneous sidewalk problem or comment.

9

P.O. Box 492174, Lawrenceville, GA 30049 : Office 770-702-0766 : Mobile 770-722-2534 : todd@gasafesidewalks.com :
www.gasafesidewalks.com

The information in this proposal is considered confidential and should not be reproduced and/or shared outside of the client/customer relationship.



Survey & Options

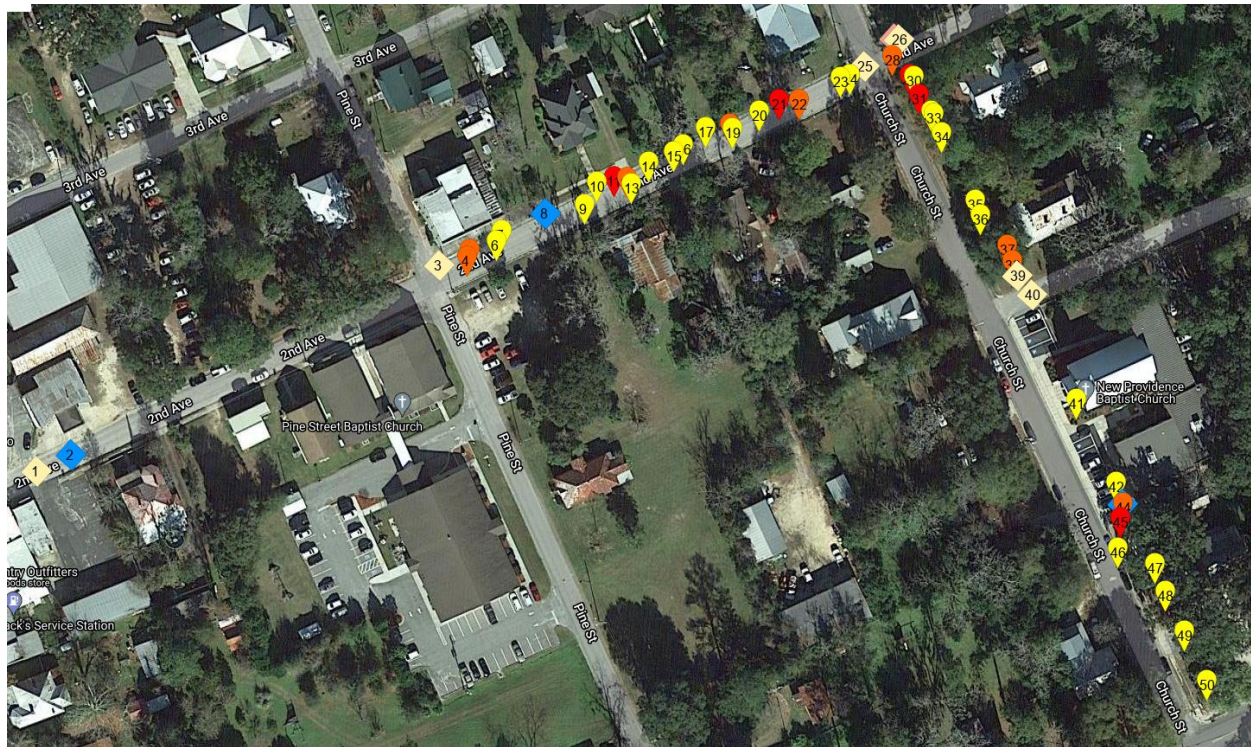
Full Project Offer

This option will remove all of the trip & fall hazards we identified in our survey with the intention of leaving your property as free of trip & fall hazards as possible.

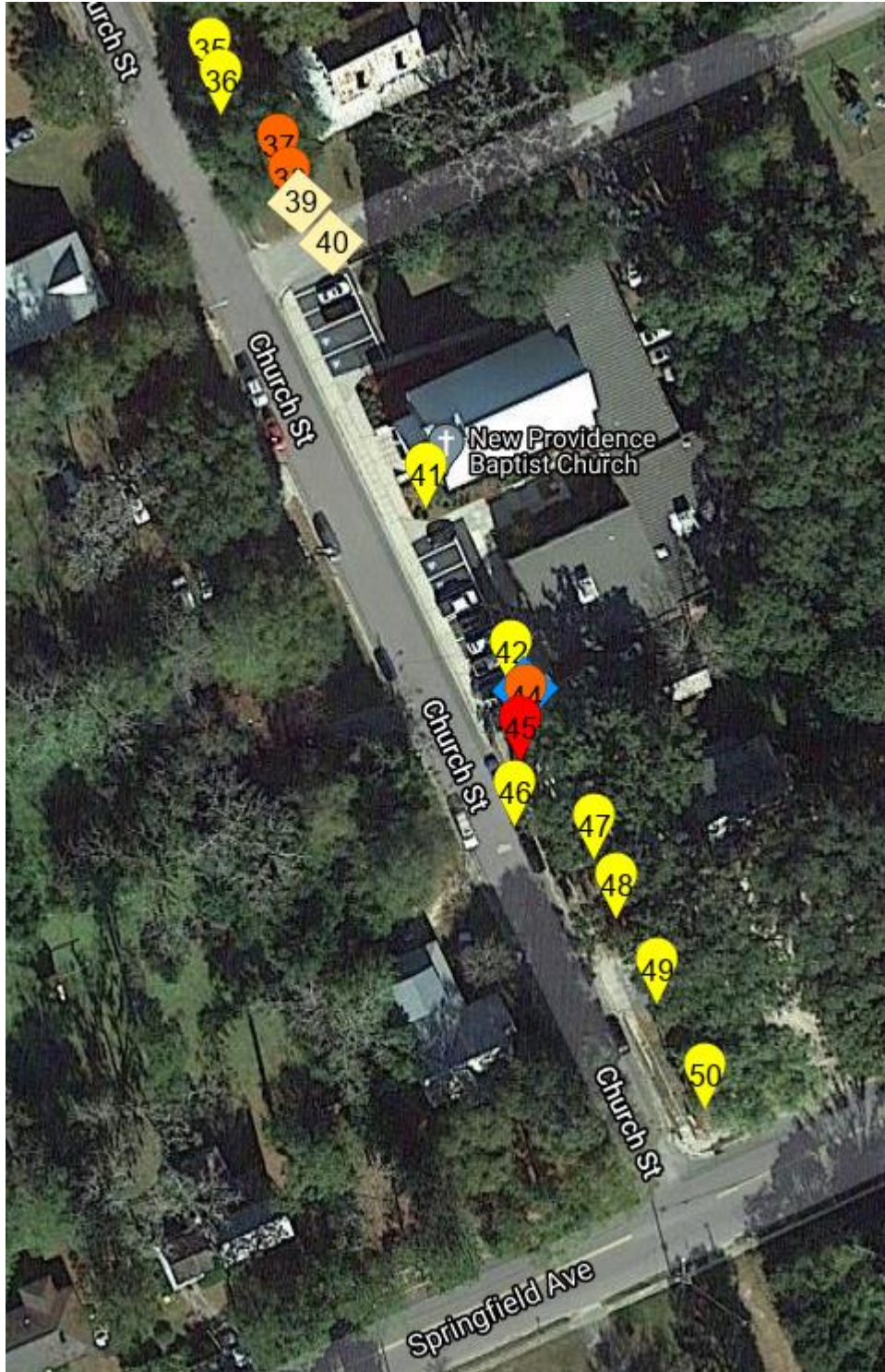
Price: \$3,645
Days to Complete: ~ 1 day

	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	27	9	5		
				Total # of Hazards	41
				Curbing (ft)	5 ft

The map below shows all trip & fall hazards identified in our survey along with areas where a repair is not possible to resolve the sidewalk issue.









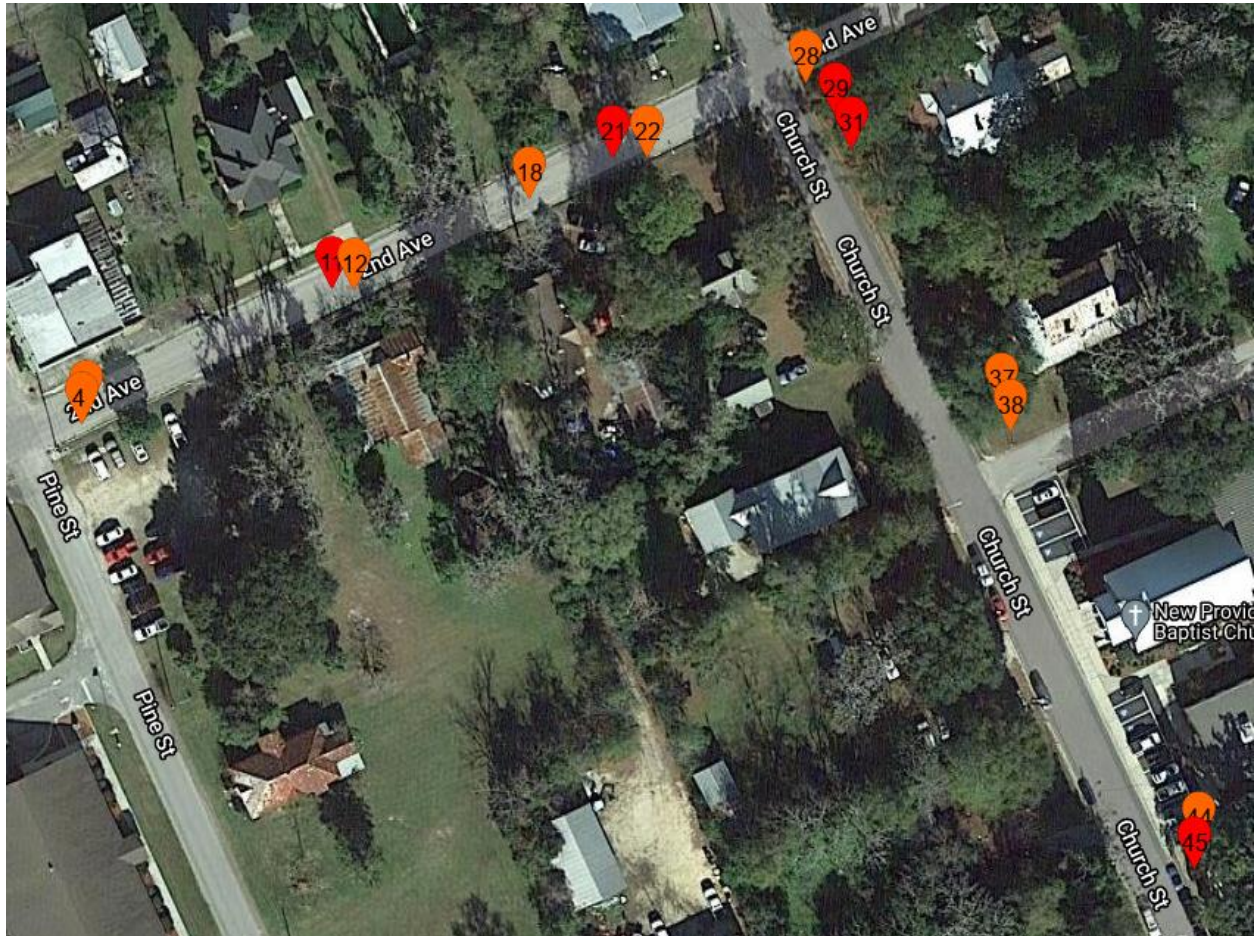
Severe Hazard Offer (Medium & Large)

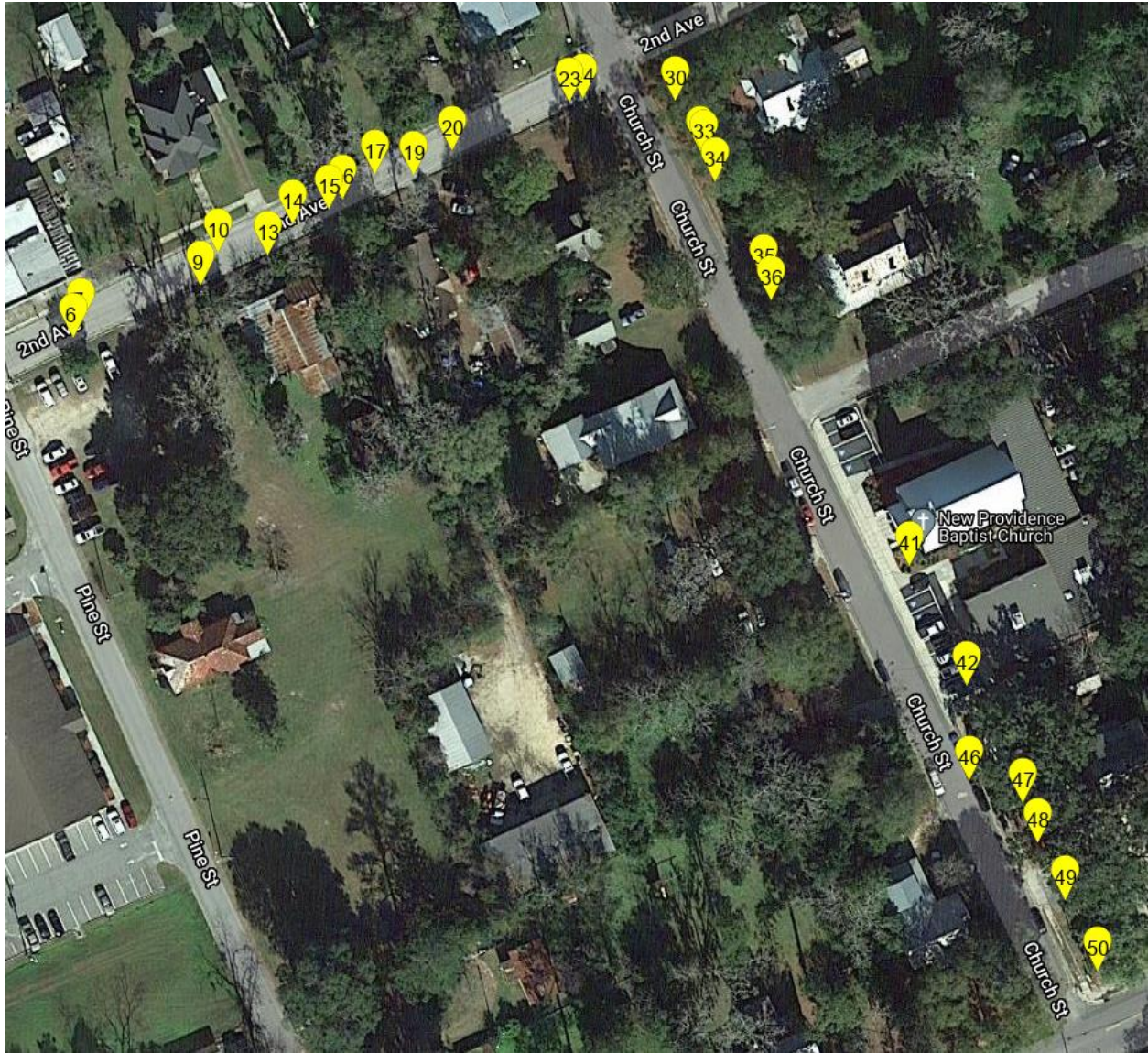
This option provides a little less expensive offer that will remove all of the trip & fall hazards we identified above 5/8” high. It will remove the most obvious trip & fall hazards from the property but will not leave the property free of trip & fall hazards. Smaller hazards will remain in the walkways.

Price: \$2,245
Days to Complete: ~ 1 day

	Medium Hazards 5/8” to 1”	Large Hazards 1-1/8” to 2”		
# of Hazards	9	5		
			Total # of Hazards	14

The maps below show the location of the medium trip & fall hazards identified in our survey followed by the small trip & fall hazards identified in our survey.







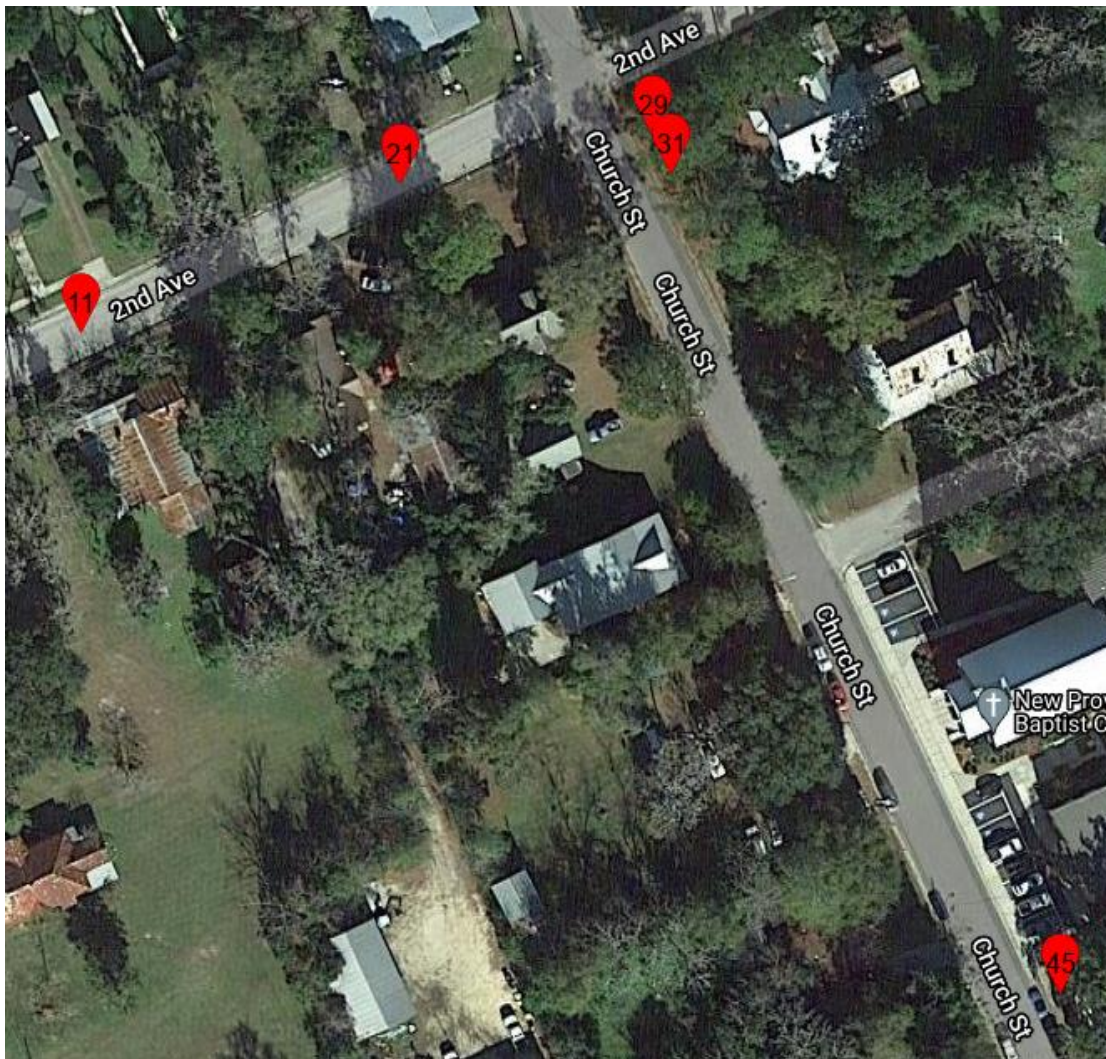
Extreme Hazard Offer (Large only)

This option provides an even less costly offer that will remove only the most severe trip & fall hazards. It will remove only the most extreme hazards. It is provided to allow action on a smaller budget, but it will not leave the property free of trip & fall hazards.

Price: \$1,100
Days to Complete: ~ 1 day

	Large Hazards 1-1/8" to 2"		
# of Hazards	5		
		Total # of Hazards	5

The map below shows the approximately location of the large trip & fall hazards identified in our survey.





Replacement Areas – Repair not Possible

The map below shows areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either with a concrete company, general contractor, or your in-house staff.







Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Need ADA ramp	18	Medium	35	Small
2	Broken	19	Small	36	Small
3	Need ADA ramp	20	Small	37	Medium
4	Medium	21	Large	38	Medium
5	Medium	22	Medium	39	Need ADA ramp
6	Small	23	Small	40	Need ADA ramp
7	Small	24	Small	41	Small
8	Broken	25	Need ADA ramp	42	Small
9	Small	26	Need ADA ramp	43	Broken
10	Small	27	5 ft of Curb	44	Medium
11	Large	28	Medium	45	Large
12	Medium	29	Large	46	Small
13	Small	30	Small	47	Small
14	Small	31	Large	48	Small
15	Small	32	Small	49	Small
16	Small	33	Small	50	Small
17	Small	34	Small		



The photo to the left shows where an ADA ramp is needed. We do not construct ADA ramps but identify where they are needed as a service to our clients.

The photo to the right shows broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not work that we can provide.



The photo to the left shows where an ADA ramp is needed; however, in the event that the city is unable to construct a ramp, we will cut the curb where it is higher than sidewalk to create a flush joint stepping off the sidewalk. This is a repair that would be included in this repair offer.



Competitive Analysis

Versus Demolition & Replacement

Our biggest advantage over removal & replacement is cost.

Georgia Safe Sidewalks has 11 years of history removing vertical displacements for organizations throughout Georgia. Our average cost to remove a trip hazard is \$47 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$1.88 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$10 and \$15 per square foot. Costs associated with removal and replacement includes:

- ✚ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✚ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✚ Disposal costs for waste concrete at landfills.
- ✚ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

Estimated Concrete “not” Removed: 850 square feet

Estimated Savings: \$7,000

Additional Benefits over Demolition & Replacement

- ✚ Small crew means less disruption to the community during production.
- ✚ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities and personal property.
- ✚ No threat of vandalism to wet concrete.
- ✚ Faster production means less disruption to the community.
- ✚ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✚ Small equipment means less greenhouse gas emissions into the environment.



Versus Grinding

These photos are of typical grinds on sidewalks in Georgia.

The photo at left shows the uneven, unprofessional appearance of the sidewalk repair. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. The photo below it shows how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$10-\$15 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$2-\$5 per square foot.



“Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder.”



VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED

PART 1. GENERAL

Date: This Agreement made this _____ day of _____, 20_____

1.1 Contractor

Georgia Safe Sidewalks
PO Box 492174
Lawrenceville, GA 30049
Office: 770-702-0766 Mobile: 770-722-2534
Email: Todd@GASafeSidewalks.com
Contractor’s Representative: Todd Fulk

1.2 Client (herein called “Client”) _____

Address is located at:

Phone: _____

1.3 Project. Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated _____. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

PART 2. SCOPE OF WORK

2.1 Generally.

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated _____. All concrete shall be disposed of as required by law.

PART 3. PAYMENT/AUTHORIZATION

3.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.



B. The Client shall pay the Contractor the amount not to exceed \$ _____ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.

C. Other terms: N/A

3.2 LEGAL

- A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.
- B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

Client: _____

By: _____
Signature & Title

Printed Name

Date: _____

Georgia Safe Sidewalks

By: _____
Signature & Title

Printed Name

Date: _____



November 17th, 2021

Mr. Mike Eskew
City of Guyton
310 Central Boulevard
Guyton, GA 31329

RE: Letter of Recommendation – 4th Avenue LMIG (PE21161)

Dear Mr. Eskew,

As you are aware, bids were received and opened for the above referenced project on November 17th, 2021 at 11:00 AM. We have checked and tabulated the bids received. We have determined that Sikes Brothers, Inc. is the low bidder for this project when evaluated on the basis of the base bid amount.

Since the low bidder appears to have adequate experience and technical ability to complete this project, Parker Engineering recommends the project be awarded to Sikes Brothers, Inc. in an amount equal to the base bid amount of \$46,453.15.

We are enclosing one copy of the “Bid Tabulation” for your file. We are also enclosing a copy of the Notice of Award for this project and a sample resolution for your use. Please execute the Notice of Award and return it and the resolution to our office as soon as possible. We will prepare three (3) sets of contract documents and forward them to you when the Contractor has executed the Agreement and delivered all the necessary bonds, insurance, etc.

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

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker".

G. Wesley Parker, P.E.

encl: Bid Tabulation, Notice of Award, Resolution

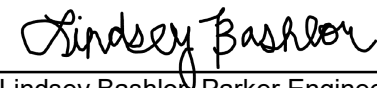
CC: Russ Deen, City of Guyton
Meketa Brown, City of Guyton

BID TABULATION FOR ALL BIDS
 RECEIVED AT 310 Central Boulevard, Guyton, GA 31329
 ON November 17th, 2021, at 11:00 A.M.

PARKER ENGINEERING, LLC
 36 COURTLAND STREET, SUITE B
 STATESBORO, GA 30458

PROJECT:				BIDDERS:							
City of Guyton 4th Avenue LMIG PROJECT NO.: PE21161				Sikes Brothers, Inc. 150 Aline Avenue Metter, GA 30439		McLendon Enterprises, Inc. 2365 Aimwell Road Vidalia, GA 30474		RB Baker Construction 100 Morgan Industrial Boulevard Garden City, GA 31408		Apac Atlantic, Inc. 47 Telfair Place Savannah, GA 31415	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ITEM 1 - Street Improvements											
a.	28	SY	4" Deep Patching	\$ 50.00	\$ 1,400.00	\$ 89.00	\$ 2,492.00	\$ 93.50	\$ 2,618.00	\$ 196.00	\$ 5,488.00
b.	233	GL	413-1000 Bituminous Tack Coat	\$ 3.50	\$ 815.50	\$ 3.00	\$ 699.00	\$ 2.95	\$ 687.35	\$ 3.50	\$ 815.50
c.	384	TN	402-3103 165 lb/SY Recycled Asphalt Concrete 9.5 mm Superpave, GP2 only, Incl. Bitum. Matl. And H. Lime	\$ 94.65	\$ 36,345.60	\$ 92.50	\$ 35,520.00	\$ 109.65	\$ 42,105.60	\$ 111.00	\$ 42,624.00
d.	0.72	LM	652-2502 Solid Traffic Stripe, 5" Yellow	\$ 950.00	\$ 684.00	\$ 1,800.00	\$ 1,296.00	\$ 1,750.00	\$ 1,260.00	\$ 1,800.00	\$ 1,296.00
e.	0.72	LM	652-2501 Solid Traffic Stripe, 5" White	\$ 950.00	\$ 684.00	\$ 1,800.00	\$ 1,296.00	\$ 1,750.00	\$ 1,260.00	\$ 1,800.00	\$ 1,296.00
f.	1	LS	150-1000 Traffic Control	\$ 2,754.05	\$ 2,754.05	\$ 6,500.00	\$ 6,500.00	\$ 6,400.00	\$ 6,400.00	\$ 9,650.00	\$ 9,650.00
g.	7	EA	Raise Manholes Before Paving	\$ 150.00	\$ 1,050.00	\$ 750.00	\$ 5,250.00	\$ 800.00	\$ 5,600.00	\$ 485.00	\$ 3,395.00
h.	1	LS	Clip Shoulders and Dress-up Shoulders	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,400.05	\$ 2,400.05	\$ 2,450.00	\$ 2,450.00
i.	60	LF	Thermoplastic Solid Traffic Stripe, 24" White	\$ 12.00	\$ 720.00	\$ 15.00	\$ 900.00	\$ 15.00	\$ 900.00	\$ 15.75	\$ 945.00
TOTAL BASE BID				\$	46,453.15	\$	58,953.00	\$	63,231.00	\$	67,959.50
BID TOTAL SUPPLIED BY CONTRACTOR				\$	46,453.15	\$	58,953.00	\$	63,231.00	\$	67,959.50

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on November 17th, 2021 at 11:00 AM.



Lindsey Bashlor, Parker Engineering, LLC

**SECTION 00621
NOTICE OF AWARD**

PROJECT DESCRIPTION:

4TH AVENUE LMIG

The OWNER has considered the BID submitted by you on November 17th, 2021 for the above-described WORK in response to its Advertisement for Bids and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Forty-six thousand four hundred fifty-three dollars and fifteen cents. (\$46,453.15)

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND, and Certificates of Insurance within fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this _____ day of _____, 20__.

CITY OF GUYTON

Signature

By: Mike Eskew
Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this ____ day of _____, 20__.

Signature

By: _____

Title: _____

RESOLUTION

WHEREAS bids were received by the City of Guyton on November 17th, 2021 for the **4th Avenue LMIG** project, and

WHEREAS the low responsible, responsive bidder is **Sikes Brothers, Inc. of Metter, Georgia** with a bid in the amount of **\$46,453.15**; and

WHEREAS the low bidder, **Sikes Brothers, Inc. of Metter, Georgia** appears to have the necessary financial and technical ability to complete the project, and

BE IT THEREFORE resolved the City of Guyton hereby makes contract award of the construction contract to **Sikes Brothers, Inc.** in the amount of **\$46,453.15**. This Award is subject to the City's approval of the contract documents.

THIS RESOLUTION was passed by a vote of _____ to _____ at a City Council Meeting held on _____.

CITY OF GUYTON

Russ Deen, Mayor

Attest: _____

Probation Services Agreement

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the MUNICIPAL COURT OF CITY OF GUYTON, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The City Council of Guyton, Georgia.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

- 1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the DCS rules in chapter 105.
- 2.) Reporting and Record Keeping - Contractor shall comply with DCS rules 105-2-.13, 105-2-.14, OCGA 42-8-108 and OCGA 42-8-109.2. Contractor shall create and maintain individual files for each offender receiving services from the Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the Judge of the court handling the case, the Department of Audits and Accounts, the Misdemeanor Probation Oversight Unit and, upon transfer of probation supervision to the State, to the DCS.
- 3.) Money Collection. Contractor shall comply with DCS rule 105-2-.15, Georgia Codes; OCGA 42-8-103, OCGA 17-15-13 and OCGA 17-14-8.
- 4.) Employee Qualifications and Training. Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.

5.) Criminal History Check. Contractor shall have a criminal history records check conducted on all individuals in accordance with Georgia law and per DCS rule 105-2-.10.

6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield Ga. 31329.

B. Reports to Court/Record Keeping

Contractor shall provide the court and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require. Contractor will remain in compliance with DCS rules 105-2-.13, 105-2-.14, O.C.G.A. 42-8-108 and O.C.G.A 42-8-109.2.

C. Collection/Tender of Court-ordered Monies

- 1.) Collection of court-ordered fines, fees and restitution. Contractor will collect monies in compliance with DCS rule 105-2-.15

Contractor shall tender to the Guyton Municipal Clerk a report of collections and all fines, fees and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim once collected from the probationer monthly. In the event Contractor cannot locate the victim, payment shall be made to the Guyton Municipal Clerk. Contractor shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Contractor shall not retain or profit from any fines, restitution, fees or costs collected from probationers except the probation fee authorized by this Agreement.

D. Access to Contractor Records

- 1.) Upon 10 (ten) business days written notice, Contractor shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

- 1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Courts

ordered conditions of probation (intake). At intake, the probation officer shall provide a list of all service fees to the probationer.

- 2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Courts order of probation. Contractor shall make a supervision assessment of the offender and determine the probationers reporting schedule to include frequency.
- 3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide a copy of court sheet showing itemized accounting of all monies assessed for probationer upon request of the Court or probationer.
- 4.) Community Service. Contractor shall coordinate, monitor and ensure compliance with community service by each probationer as ordered by the Court. Contractor will maintain records of service participation. The Contractor will provide a community service program that will provide indigent probationers with the opportunity to perform community service in lieu of payment of their fines and fees at rates established by the Court, which shall be no less than the federal minimum wage. This program may also be offered to probationers who are not indigent, but are financially non-compliant per OCGA 17-10-1 and OCGA 42-8-102.
- 5.) Employment Assistance. Contractor shall lend reasonable assistance to probationers either to the extent ordered by the Court or the extent available for probationers desiring employment assistance or counseling.
- 6.) Drug/Alcohol Screening. Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor's agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.
- 7.) Reports of Violations of Probation. Contractor shall comply with OCGA 42-8-103.
- 8.) Probationers with Consecutive Sentences. Contractors shall remain in compliance with OCGA 42-8-103.2 and further re-evaluate consecutive cases every 4 months after the initial 12 months.
- 9.) Indigent Probationers-shall be determined by the Court and will be supervised per OCGA 42-8-102.
- 10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling \$50 (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary

probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reconciliation Therapy Program (MRT Program) will be charged a \$25.00 workbook fee and \$25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged \$27.00 for every drug tested for in which the result confirms a positive confirmation.

- 11.) Staffing Levels and Standards of Supervision. Contractor shall have contact with active Probationers once per month via an office visit, phone contact or as directed by the Court. Contractor shall further have a probation officer to probationer ratio of no more than (1:225).

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Effingham County Probation Office (Contractor), the Court shall provide the following services.

F. Payment for Contractor's Services

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of \$50.00 per month (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

G. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court or as necessary for supervision and/or revocation duties.

H. Notice of Court Sessions

The Court shall provide Contractor 10 (ten) days notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by fax, telephone and email to:

**Effingham County Probation Office
912-754-4155 phone, 912-754-9136 fax**

I. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial

interviews and intake with the probationer on the day of sentencing.

TERM

J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate not later than thirty (30) days before the expiration of the term then current. Notwithstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the City of Guyton.

K. Termination

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause. Within thirty (30) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Guyton Municipal Clerk any monies collected or received less supervision fees validly incurred and duly owed to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Guyton Municipal Clerk, other than fees earned by the Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR IDEMUNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

L. Insurance

The Contractor will maintain liability insurance and workers compensation at the coverage levels in existence as of this contract. The Guyton Municipal Court of Effingham County, will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the City of Guyton of any notice of cancellation or non-renewal of coverage or any change in coverage levels. The Contractor will notify its insurance carrier and the City of Guyton of any claim[s] arising from provisions of services under this agreement within (5) business days of receipt of notice of such a claim.

M. Indemnification

Neither the Court nor the City of Guyton Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants conducted on the property of the City of Guyton. Contractor shall indemnify and hold harmless the Court and the City of Guyton from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action resulting from negligence, arising out of or in connection with the services performed by Effingham County Probation or its employees and agents under the terms of this Agreement.

DEFAULT

N. Deficiency in Service by Contractor

In the event that the Court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may terminate the Agreement in accordance with Item VI or notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

The Contractor shall comply with all federal, state and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

Q. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the City of Guyton or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal state and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the City of Guyton from

and against any and all federal, state, or local tax liability or penalties that may arise from payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Guyton to their respective employees.

R. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties.

S. Binding Agreement.

This Agreement shall not be binding upon any successor to the undersigned Judge of the MUNICIPAL COURT OF CITY OF GUYTON, Georgia, unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to conclude its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office. Provided, however, that this Agreement shall be binding upon all Associate Judges, Judges Pro-Tempore, as there may be, of the Municipal Court of the City of Guyton, Georgia, who service concurrently with the undersigned Judge.

T. Assignment.

The Court has entered into this Agreement in part on a basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

U. Notice.

Any notices made in accordance with this Agreement except as otherwise set out in Item I, shall be in writing and shall be mailed registered or certified mail, return receipt requested, to:

**Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329**

Contractor: Effingham County Probation Office
901 North Pine Street
Springfield, GA 31329

Court: MUNICIPAL COURT OF CITY OF GUYTON, GEORGIA
Attn: Judge Grady Reddick
P.O. Box 99
Guyton, GA 31312
Phone: 912-772-3353

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20_____.

PROBATION SERVICES CONTRACTOR	COURT
By: <u>Bonnie Saxon</u>	<u>[Signature]</u> 11/18/2021
Name: <u>Bonnie Saxon</u>	Judge, Grady Reddick
Title: <u>Chief Probation Officer</u>	Municipal Court of City of Guyton, Georgia

APPROVED BY:

By: _____
Name: _____
Title: _____
City of Guyton, Georgia

Effingham County Board of Commissioners
By: _____
Name: _____
Title: _____
Attested By: _____
Name: Stephanie Johnson

Title: Clerk of Board of Commissioners