

**City of Guyton, Georgia  
City Council Meeting  
February 13, 2024 at 7:00 P.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**
  - ⊗ 01/10/24 Regular Meeting (Rescheduled)
- 5. Reports from Staff and Committees**

⊗ Police Department	Joesph Coppola
⊗ Fire Department	Clint Hodges
⊗ Public Works/Water/Sewer	EOM
⊗ Planning and Zoning	Lon Harden
⊗ Industrial Development	Lon Harden
⊗ Historical Commission	Lucy Powell
⊗ Leisure Services	Lula Seabrooks
⊗ Library Board	Jim Odum
⊗ Downtown Development Authority	Miller Bargeron, Jr..
- 6. General Government**
  - ⊗ New Hope A.M.E. Church, Guyton, GA
- 7. New Business**
  - A. Consideration to approve an intergovernmental contract with Effingham County concerning the transportation special purpose local option sales tax (TSPLOST) bond proceeds
  - B. Consideration to approve the 2024 Statewide Mutual Aid and Assistance Agreement
  - C. Consideration to approve and advertise the Guyton Police Department Chief of Police job description

- D. Consideration to approve the 2024 City of Guyton Calendar of Events
- E. Consideration to approve the issuance of City of Guyton credit cards to the Guyton City Council
- F. Consideration to engage and accept DPR Architecture’s proposal to administer the Guyton Gymnasium re-roofing project for \$7,600.00
- G. Consideration to approve the expenditure of \$121,541.00 for a Caterpillar (CAT) 416 Backhoe
- H. Consideration to approve the expenditure of \$1,842.95 for a Kubota Excavator Ditch Cleaning Bucket
- I. Consideration to approve Resolution 2024-04 updating the City of Guyton’s pay plan
- J. Consideration to approve Resolution 2024-05 amending the City of Guyton’s fee schedule
- K. Consideration to approve Resolution 2024-06 extending support to the City of Springfield, Georgia
- L. Consideration to approve Resolution 2024-07 authorizing the submission of a FY 2024 Community Development Block Grant (CDBG)
- M. Consideration to approve Resolution 2024-08 encouraging equal opportunity in housing in the City of Guyton
- N. Consideration to approve Resolution 2024-09 engaging Associates in Local Government Assistance, Inc. for grant writing and administrative services for federally funded projects related to community and economic development
- O. Consideration to approve Resolution 2024-10 engaging Parker Engineering, LLC for engineering services related to drainage projects funded by FY 2024 CDBG
- P. Consideration to approve Resolution 2024-11 regarding an agreement with Parker Engineering, LLC for engineering services related to the construction of spray fields

**8. Dates to Remember**

- ☉ Monday, February 19, 2024, Guyton City Hall closed in observance of Presidents’ Day
- ☉ Wednesday, February 21, 2024, Downtown Development Authority Meeting at 10:00 A.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ☉ Thursday, February 22, 2024, Bingo at 11:00 A.M. — Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312
- ☉ Tuesday, February 27, 2024, Planning and Zoning Public Hearing and Meeting at 7:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

- ⑥ Tuesday, March 5, 2024, “Seniors in the Know” from 9:00 A.M. until 1:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ⑥ Tuesday, March 5, 2024, Special Called Planning and Zoning Public Hearing and Meeting at 7:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ⑥ Wednesday, March 6, 2024, American Red Cross Blood Drive from 8:00 A.M. until 12:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ⑥ Thursday, March 7, 2024, Bingo at 11:00 A.M. — Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312
- ⑥ Tuesday, March 12, 2024, Guyton City Council Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

**9. Consideration to Adjourn**

## **Rules of Decorum for All Meetings**

The purpose of the Rules of Decorum is to foster an atmosphere of civil and courteous discourse, even and especially when discussing contentious topics, at all meetings held by the City of Guyton.

### **(A) General rules applicable to all (Mayor and City Council, Staff, Members of the Public)**

- 1) Each speaker should refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
- 2) During designated times for members of the public to speak, members of the public will be permitted 10 minutes to discuss topics. After 10 minutes of discussion on a topic, members of the public will be limited to 3:00 minutes speaking time. The Mayor or presiding officer shall have the authority to grant additional speaking time. Notwithstanding the foregoing, during public hearings involving zoning decisions, members of the public will have no less than 10 minutes to speak in favor, and no less than 10 minutes to speak in opposition.
- 3) Members of the audience will respect the rights of others and will not create noise or other disturbances that will disrupt or disturb persons who are addressing the Mayor and Council or Committee or Board or Commission, or members of those bodies who are speaking, or otherwise impede the orderly conduct of the meeting.

### **(B) Additional Rules for Mayor and City Council, Committees, Boards or Commissions**

1. The Mayor and City Council, Committees, Boards, Authorities, or Commissions will conduct themselves in a professional and respectful manner at all meetings.
2. Questions for staff or individuals or other Council, Committee, Board or Commission members will be directed to the appropriate person to answer. Members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions will attempt to answer or address questions presented one at a time without attempting to talk over another member.
3. Members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions are always free to criticize or question policies, positions, data, or information presented. However, members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions will not attack or impugn the person presenting.

### **(C) Enforcement**

The Mayor or presiding officer has the authority to enforce each of the Rules of Decorum regarding members of the public. If any Rule is violated, the Mayor or presiding officer will give the speaker a warning, citing the Rule being violated, and telling the speaker that a second violation will result in a forfeiture of the right to speak further. The Mayor or presiding officer also may have the offending speaker removed from the meeting if the misconduct persists. The Mayor or presiding officer shall not have any power under this provision regarding a Council, Committee, Board or Commission member.



**City of Guyton  
City Council Meeting  
January 10, 2024 — 7:00 PM**

**MINUTES OF MEETING**

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**Call to Order** — The City of Guyton Council held a City Council Meeting on January 10, 2024, at the City of Guyton Gymnasium, 505 Magnolia Street in Guyton. The meeting was called to order by Mayor Andy Harville at approximately 7:00 PM. Mayor Andy Harville, Mayor Pro Tem Michael Johnson, Councilmember Jeremiah Chancey, Councilmember Theodore Hamby, and Councilmember Joseph Lee were present at this meeting.

**Additional Administrative Staff Present** — City Manager Meketa Brown, City Clerk Fabian Mann, and City Attorney Wes Rahn were 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 **Lon Harden**.

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

**Consideration to Approve the Agenda** — **Chancey** made a motion to approve the agenda with the following amendments. **Johnson** seconded the motion. **Motion passed unanimously.**

- ❖ Revising Item 5: Adding a report from Ms. Lucy Powell concerning “Seniors in the Know”
- ❖ Adding Item 7, Letter G: Consideration to approve Resolution 2024-02 adopting the “Social Media Terms of Use and Comment Policy”
- ❖ Adding Item 7, Letter H: Consideration to approve Resolution 2024-03 appointing Councilmember Theodore Hamby to the Board of Directors of the Downtown Development Authority of Guyton, Georgia

**Consideration to Approve the Minutes** — **Johnson** made a motion to approve the minutes of the following meetings. **Hamby** seconded the motion. **Motion passed unanimously.**

- ❖ 12/12/23                      Regular Meeting
  - ❖ 01/02/24                      Organizational Meeting
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**Reports from Staff or Committees**

- ❖ Police Department                      James Breletic
- ❖ Fire Department                         Clint Hodges



❖ Public Works/Water/Sewer	EOM
❖ Planning and Zoning	Lon Harden
❖ Industrial Development	Lon Harden
❖ Historical Commission	Lucy Powell
❖ Leisure Services	Lula Seabrooks
❖ Downtown Development Authority	Miller Barger, Jr.

**Public Comments (limited to Agenda Items only)** — No public comments.

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### **New Business**

**Consideration to approve \$39,760.00 in American Rescue Plan Act (ARPA) funds to rebuild the effluent pumps at the Guyton Wastewater Treatment Plant** — Johnson made a motion to approve \$39,760.00 in American Rescue Plan Act (ARPA) funds to rebuild the effluent pumps at the Guyton Wastewater Treatment Plant. Chancey seconded the motion. **Motion passed unanimously.**

**Consideration to approve \$8,199.74 for repairs by Johnson’s Auto & Tire on the Guyton Police Department’s 2013 Ford F-150 pickup truck** — Lee made a motion to approve \$8,199.74 for repairs by Johnson’s Auto & Tire on the Guyton Police Department’s 2013 Ford F-150 pickup truck. Johnson seconded the motion. Lee, Johnson, Harville, and Hamby voted aye. Chancey voted nay. **Motion passed with a 4-1 vote.**

**Consideration to approve and accept the final plat, roadway infrastructure, and utility infrastructure for Phase 1 of Guyton Station conditional to the pump station being supplied with power** — Chancey made a motion to approve and accept the final plat, roadway infrastructure, and utility infrastructure for Phase 1 of Guyton Station conditional to it being supplied with power. Hamby seconded the motion. **Motion passed unanimously.**

**Consideration to accept a \$2,500 donation to the Guyton Police Department from Leadership for the Generations, LLC** — Johnson made a motion to accept a \$2,500 donation to the Guyton Police Department from Leadership for the Generations, LLC. Hamby seconded the motion. **Motion passed unanimously.**

**Consideration to approve Resolution 2024-01 adopting the revised “Rules of Decorum for All Meetings”** — Johnson made a motion to approve Resolution 2024-01 adopting the revised “Rules of Decorum for All Meetings.” Chancey seconded the motion. **Motion passed unanimously.**

**Consideration to approve the revised City of Guyton Holiday Schedule for 2024** — Chancey made a motion to approve the revised City of Guyton Holiday Schedule for 2024. Hamby seconded the motion. **Motion passed unanimously.**



**Consideration to approve Resolution 2024-02 adopting the “Social Media Terms of Use and Comment Policy” — Chancey made a motion to approve Resolution 2024-02 adopting the “Social Media Terms of Use and Comment Policy.” Johnson seconded the motion. Motion passed unanimously.**

**Consideration to approve Resolution 2024-03 appointing Councilmember Theodore Hamby to the Board of Directors of the Downtown Development Authority of Guyton, Georgia — Johnson made a motion to approve Resolution 2024-03 appointing Councilmember Theodore Hamby to the Board of Directors of the Downtown Development Authority of Guyton, Georgia. Chancey seconded the motion. Motion passed unanimously.**

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### General Government

- Dr. Miller Barger, Jr., Mindset Integration Global Leadership & Soft Skills Training Program

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### Dates to Remember

Thursday, January 11, 2024, BINGO! at 11:00 A.M. — Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312

Monday, January 15, 2024, Guyton City Hall closed in observance of Martin Luther King, Jr. Day

Monday, January 15, 2024, Martin Luther King, Jr. Observance Day Celebration

- Homer L. Wallace Unity Breakfast at 7:30 A.M. — Effingham County Recreation Department, 808 Highway 119 S, Springfield, GA 31329
- Martin Luther King, Jr. Annual Parade at 10:00 A.M. — Laurel Street, Springfield, GA 31329
- Children’s Noonday Program at 12:00 P.M. — Effingham County Recreation Department, 808 Highway 119 S, Springfield, GA 31329

Wednesday, January 17, 2024, Downtown Development Authority Meeting at 10:00 A.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, January 23, 2024, Planning and Zoning Public Hearing and Meeting at 7:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Thursday, January 25, 2024, BINGO! at 11:00 A.M. — Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312



Tuesday, January 30, 2024, Planning and Zoning Public Hearing and Meeting at 7:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

Tuesday, February 13, 2024, Guyton City Council Meeting at 7:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

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**Consideration to move from the Regular Meeting into an Executive Session referencing personnel and real estate** — Johnson made a motion to move from the Regular Meeting into an Executive Session referencing personnel, property, and litigation at 8:10 P.M. Hamby seconded the motion. **Motion passed unanimously.**

**Consideration to take any action needed arising from Executive Session** — No action taken.

**Public Comments (limited to Agenda Items only)** — No public comments.

**Consideration to adjourn** — Johnson made a motion to adjourn. Chancey seconded the motion. **Motion passed unanimously.** The meeting adjourned at approximately 9:16 P.M.

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City of Guyton

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Andy Harville, Mayor

Attest:

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Fabian M. Mann, Jr., City Clerk



## INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, is dated as of \_\_\_\_\_, 2024, and is by and among EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “**County**”), and the CITY OF GUYTON (“**Guyton**”), a municipal corporation of the State of Georgia.

### WITNESSETH:

**WHEREAS**, Part 1 of Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (“**O.C.G.A.**”) (the “**Act**”) authorizes the imposition of a one percent transportation sales and use tax (the “**Transportation Sales Tax**”) to fund transportation purposes in the special districts created pursuant to O.C.G.A. § 48-8-261 which correspond with the geographical boundaries of the counties of the State of Georgia; and

**WHEREAS**, the Act authorizes the imposition of the Transportation Sales Tax and authorizes the distribution of proceeds from the Transportation Sales Tax to the county governing authority and any qualified municipalities in accordance with an intergovernmental agreement entered into for such purpose; and

**WHEREAS**, O.C.G.A. § 48-8-263 further authorizes the approval and issuance of general obligation debt in conjunction with the imposition of the Transportation Sales Tax, the issuance of such debt shall be issued and validated in accordance with O.C.G.A. § 36-82-1, *et seq.*; and

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State provides that, in pertinent part, any county, municipality or other political subdivision of the State may contract for any period not exceeding fifty years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services or facilities which the county, municipality or public authority is authorized by law to undertake or provide; and

**WHEREAS**, in accordance with the Act, the Board of Commissioners of Effingham County adopted a resolution on September 19, 2023 to impose, levy and collect a Transportation Sales Tax within the County conditioned upon the approval by a majority of the qualified voters residing within the County voting in a referendum thereon to be held on November 7, 2023, and said resolution was delivered to the Effingham County Board of Elections and Registration, as election superintendent for the County, who issued a call for the referendum as described in said resolution; and

**WHEREAS**, in accordance with the Act, the County, Guyton and the other qualified municipalities of Effingham County entered into an intergovernmental agreement dated as of August 15, 2023 (the “**TSPLOST Contract**”), providing for the distribution of the proceeds of the Transportation Sales Tax and setting forth the issuance of general obligation bonds of the County; and

**WHEREAS**, said referendum was held on November 7, 2023 in accordance with said resolution and call, and the results of the referendum were in favor of the imposition of the Transportation Sales Tax and the issuance of up to \$60,000,000 of general obligation bonds of Effingham County (the “**Bonds**”); and

**WHEREAS**, Guyton has requested that the County provide up to \$2,118,000 of the proceeds of the Bonds to fund a portion of the Guyton projects approved in the referendum and Guyton has agreed to enter into this contract to provide for certain payments to be made to the County for payment of the Bonds if the proceeds of the Transportation Sales Tax are insufficient to make such payments on the Bonds; and

**WHEREAS**, it is now necessary that the County and Guyton set forth their respective legal rights, responsibilities and obligations regarding the proposed issuance of the Bonds and the repayment of the Bonds.

**NOW THEREFORE**, for and in consideration of the foregoing and for the benefit of the citizens of the County and Guyton and the respective representations, covenants and agreement hereinafter set forth, the parties hereby agree as follows:

**Section 1. Transportation Sales Tax Proceeds.** It is the intent of the parties that the County and Guyton receive a combination of the proceeds of the Transportation Sales Tax and the proceeds of the Bonds in accordance with the percentages as provided by the TSPLOST Contract. It is projected that the Transportation Sales Tax will raise an estimated amount of \$120,000,000 over five (5) years: 75.41% to be received by the County and 3.53% to be received by Guyton.

**Section 2. Issuance of the Bonds.** The principal amount of the Bonds to be issued by the County shall not exceed \$60,000,000, and Guyton will receive up to \$2,118,000 of the proceeds of the Bonds (plus any applicable original issue premium or less any original issue discount generated from the bond sale) for its projects. Upon the issuance of the Bonds, Guyton’s *pro rata* percentage of the proceeds it receives from the Bonds will be Guyton’s respective percentage of the principal of and interest due on the Bonds. The County and Guyton shall share proportionately in the costs of issuance of the Bonds, which proportionate share shall be deducted from the proceeds of the Bonds. Guyton’s *pro rata* percentage of the Transportation Sales Tax used to pay principal of and interest on the Bonds will be reduced from its 3.53% share of the Transportation Sales Tax.

**Section 3. Accounts for Payment of the Bonds.** The County will create and establish two special accounts which shall be designated as the “TSPLOST Proceeds Account” and the “Debt Service Account.” Upon the issuance and delivery of the Bonds, and in accordance with the Act, no part of the net proceeds of the Transportation Sales Tax received in any year shall be used for any purpose until all debt service requirements of the Bonds for that year have first been satisfied. The County will deposit all proceeds of the Transportation Sales Tax into the TSPLOST Proceeds Account, and upon the issuance of the Bonds, the County will transfer into the Debt Service Account proceeds of the Transportation Sales Tax until all debt

service requirements of the Bonds for that Bond Year (as defined in the bond resolution providing for the issuance of the Bonds) have been satisfied.

**Section 4. Security for Payment of the Bonds; Tax Levy to Make Payments.**

(a) The Bonds shall be a general obligation debt of the County. In accordance with the Act, the Bonds will be secured by and first payable from the proceeds of the Transportation Sales Tax.

(b) If in any Bond Year (as defined in the bond resolution providing for the issuance of the Bonds), the proceeds of the Transportation Sales Tax are insufficient to satisfy the debt service requirements on the Bonds, and upon written notification by the County of such deficiency at least 30 days prior to a payment date on the Bonds, Guyton agrees to (i) remit payments to the County of amounts sufficient to pay its *pro rata* share of the principal of and interest due on the Bonds (the “**Contract Payments**”) at least 15 days prior to such payment date on the Bonds, and (ii) levy, to the extent necessary, an *ad valorem* tax on all taxable property located within the limits of Guyton subject to taxation for such purposes, at such rate or rates as may be necessary to produce revenues to pay such Contract Payments.

(c) The obligations of Guyton to make payments required in this Contract in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. The City will exercise its powers of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The City, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligations of the City to make the payments provided for pursuant to the terms of this Contract shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation.

**Section 5. Validation of the Bonds.** The Bonds have been validated in accordance with the laws of the State of Georgia.

**Section 6. Tax Covenants.** Guyton agrees that (i) it will not expend the proceeds of the Bonds nor take any other action which would cause the interest on the Bonds to be included in the gross income of the owner thereof for federal income tax purposes; (ii) it will not make, or permit, any use of the proceeds from the issue and sale of the Bonds which would cause the Bonds to be classified as an “arbitrage bond” within the meaning of § 148(a) of the Code and any Treasury Regulations promulgated thereunder as such provisions may apply to obligations issued

as of the date of issuance of the Bonds; and (iii) it will comply with, and take such action and make such payments as may be permitted or required by § 148(f) of the Code, to ensure that the Bonds do not constitute “arbitrage bonds” within the meaning of § 148(a) of the Code; provided that any such payments shall be made by Guyton.

IN WITNESS WHEREOF, Effingham County and the City of Guyton have caused their duly authorized officers to hereunto set their hands and affix their respective corporate seals, the day and year first above written.

EFFINGHAM COUNTY, GEORGIA

(S E A L)

By: \_\_\_\_\_  
Chairman  
Board of Commissioners of Effingham County

Attest: \_\_\_\_\_  
County Clerk

CITY OF GUYTON, GEORGIA

(S E A L)

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Agreement approved as to form by City Attorney

By: \_\_\_\_\_  
Benjamin M. Perkins  
City Attorney for the City of Guyton, Georgia

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: \_\_\_\_\_

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

## ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

#### ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

#### ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of



the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for \_\_\_\_\_ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for \_\_\_\_\_

(county/municipality) for the purpose of reimbursement sought for mutual aid:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer – Print Name

## **Statewide Mutual Aid Agreement (SWMAA)**

### **FAQs**

#### **Why do I need to do this?**

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

#### **What other jurisdictions are involved?**

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

#### **What kind of assistance are we talking about?**

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

#### **Who will our resources be working for?**

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

#### **What if my jurisdiction doesn't want to send resources?**

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

#### **What about liability and reimbursement?**

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

#### **What if my jurisdiction wants to withdraw from this agreement?**

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.



# City of Guyton

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

www.cityofguyton.com

*Working Together to Make a Difference*

<b>POSITION DESCRIPTION</b>			
<b>Title</b>	Chief of Police	<b>Department</b>	Administration – Police Department
<b>Reports To</b>	City Manager	<b>Status</b>	Exempt
<b>Summary</b>	<p>The Chief of Police focuses on the administrative, professional, and managerial work responsible for directing the operations of the Guyton Police Department. The purpose of the position is to implement goals for the Guyton Police Department and establish priorities for improving law enforcement services. Daily duties involve overseeing the planning, development, and direction of all law enforcement personnel, programs, and policies. Effective performance in this position is measured by the quality of police services delivered to citizens.</p>		
<b>Employee Expectations</b>	<p>All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the City of Guyton and its residents, businesses, and guests.</p>		
<b>Position Requirements/Qualifications</b>	<ul style="list-style-type: none"> <li>• Bachelor’s degree in criminal justice, political science, public administration, or related field</li> <li>• Minimum of ten (10) years POST Certified Police Officer experience, including three (3) years in a supervisory role</li> <li>• Demonstrated advancement in police leadership and management</li> <li>• Advanced knowledge of local, state, and federal criminal and civil law</li> <li>• Comprehensive knowledge of principles, practices, and procedures involved in the administration and management of a small scale municipal police department</li> </ul>		
<b>Essential Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• Plans, directs, and supervises the work of the Department; schedules and assigns work; establishes priorities; ensures the training of officers in correct methods and procedures; reviews employee performance</li> <li>• Develops and implements departmental rules and regulations and work methods and procedures; ensures departmental work methods and procedures are followed; enforces disciplinary measures as necessary</li> <li>• Prepares the annual departmental operating budget; monitors expenditures throughout the year; operates the department within the approved budget and ensures expenditures are made in strict compliance with City purchasing policies</li> <li>• Reviews activities and reports of subordinate personnel; ensures the proper preparation and maintenance of departmental records, documents, reports, etc.</li> <li>• Communicates and cooperates with other municipal, county, state, and federal agencies in the accomplishment of criminal justice objectives</li> <li>• Performs public relations duties; answers questions, addresses concerns, and gives information to the public; attends meetings as necessary</li> </ul>		



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<p><b>Traits/ Distinguishing Characteristics</b></p>	<ul style="list-style-type: none"> <li>• Maintains exceptionally high standards of integrity and confidentiality</li> <li>• Takes ownership of work and demonstrates willingness to accept responsibility for decisions and actions</li> <li>• Ability to react quickly and calmly under emergency conditions</li> <li>• Ability to understand, analyze, and interpret a wide variety of complex written information</li> <li>• Ability to establish and maintain a good working relationship with City officials, other legal authorities, governmental agencies, the media, business owners and the public</li> </ul>
<p><b>Physical Demands</b></p>	<p>The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.</p> <ul style="list-style-type: none"> <li>• Tasks require the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds)</li> <li>• Regularly includes traveling to various locations and facilities throughout the City and ability to navigate mobility within a variety of environments</li> </ul>

# City of Guyton 2024 Calendar of Events & Holidays

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 01 New Year's Day
- 15 Martin Luther King Jr.

- 04 Independence Day
- 20 Community Picnic
- 27 Sale Along the Trail

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

- 19 Presidents' Day

- 14 Blood Drive

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 05 Seniors in the Know
- 06 Blood Drive

- 02 Labor Day

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 20 Sale Along the Trail
- 20 Earth Day Festival
- 24 Blood Drive
- 27 Trash Amnesty Day

- 12 Soul to Sole Walk & 5K
- 14 Indigenous Peoples' Day
- 19 Sale Along the Trail
- 23 Blood Drive
- 26 CASA Superhero Run
- 26 Trick or Trail

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 27 Memorial Day

- 11 Veterans Day
- 28 Thanksgiving Day
- 29 Thanksgiving Holiday

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 08 Summer Social
- 19 Juneteenth
- 19 Blood Drive

- 01 Christmas Tree Lighting
- 07 Christmas Parade
- 10 Luminary Service
- 14 Sale Along the Trail
- 14 Tour of Churches
- 18 Blood Drive
- 24 Christmas Holiday
- 25 Christmas Day

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



# City of Guyton 2024 List of Events

Date	Event	Time	Location
03/05/24	Seniors in the Know	09:00 AM-01:00 PM	Guyton Gymnasium
03/06/24	Blood Drive	08:00 AM-12:00 PM	Guyton Gymnasium
04/20/24	Sale Along the Trail	08:00 AM-02:00 PM	Guyton Walking Trail
04/20/24	Earth Day Festival	08:00 AM-02:00 PM	Guyton Walking Trail
04/24/24	Blood Drive	01:00 PM-06:00 PM	Guyton Gymnasium
04/27/24	Trash Amnesty Day	08:00 AM-01:00 PM	Guyton Gymnasium
06/08/24	Summer Social	05:00 PM-07:00 PM	Guyton Walking Trail
06/19/24	Blood Drive	01:00 PM-06:00 PM	Guyton Gymnasium
07/20/24	Community Picnic	12:00 PM-Until	Guyton Gymnasium
07/27/24	Sale Along the Trail	08:00 AM-02:00 PM	Guyton Walking Trail
08/14/24	Blood Drive	01:00 PM-06:00 PM	Guyton Gymnasium
10/12/24	Soul to Sole Walk & 5K	08:00 AM-Until	Guyton Gymnasium
10/19/24	Sale Along the Trail	08:00 AM-02:00 PM	Guyton Walking Trail
10/23/24	Blood Drive	01:00 PM-06:00 PM	Guyton Gymnasium
10/26/24	CASA Superhero Run	08:00 AM-Until	Guyton Gymnasium
10/26/24	Trick or Trail	05:00 PM-07:00 PM	Guyton Walking Trail
12/01/24	Christmas Tree Lighting	06:00 PM-Until	Guyton Walking Trail
12/07/24	Christmas Parade	11:00 AM-Until	Guyton Elementary
12/10/24	Luminary Service	05:30 PM-Until	Guyton Cemeteries
12/14/24	Sale Along the Trail	08:00 AM-02:00 PM	Guyton Walking Trail
12/14/24	Tour of Churches	04:00 PM-07:00 PM	Guyton Gymnasium
12/18/24	Blood Drive	01:00 PM-06:00 PM	Guyton Gymnasium

## Addresses

- 📍 Guyton Gymnasium: 505 Magnolia Street, Guyton, GA 31312
- 📍 Guyton Walking Trail: 310 Central Boulevard., Guyton, GA 31312
- 📍 Guyton Elementary School: 719 Central Boulevard., Guyton, GA 31312
- 📍 Guyton Cemeteries: Cemetery Road, Guyton, GA 31312



To: Fabian Mann Jr. & Michael Johnson  
 Project: Guyton Gym Re-Roofing  
 Square Footage: 5,600 s.f.  
 New/Reno/Addition: Re-Roofing & Exterior Improvements  
 Location: Guyton, Georgia  
 Project Description:

The scope of this project is to include the removal and replacement of a metal roofing system. The existing metal roofing system shall be removed down to the plywood sheathing, which will receive a new layer of recovery board over the entire roof. The new standing seam metal roof will be applied over a new continuous roof underlayment. Any damaged or missing areas of insulation under the existing roof sheathing shall be repaired with an open cell spray foam. Thickness shall be the equivalent of an R-30 value insulation. Other new work in relation to the roof, is refinishing the existing fascia, soffit and trim board with some areas requiring replacement. There are other exterior improvements that were discussed in prior conversations which are to be included in the scope of work. One being the repair of brick mortar joints in several locations. And the other being the installation of prefabricated metal canopies above each entry to the building. The work involved in this project for the City of Guyton is to be bid on by a qualified contractor.

Proposed Services Include:

1. Preliminary/Schematic Design
  - Inspection of Existing Conditions
  - Written Scope of Work
2. Construction Documents
  - Design Development Drawings
  - Construction Document Services
  - Permitting and Code Compliance
  - Written Specifications as Deemed Necessary by Architect
  - Contract Negotiations
3. Construction Administration
  - Bi-Monthly Site Visit as Requested
  - RFI and Change Order Review and Response
  - Monthly Pay Application Review
  - Shop Drawing Review
  - Final Inspection/Punch List

Proposed Design Fees:

Construction Documents, Bidding and Negotiations-	\$5,600
Construction Administration Architectural-	\$2,000 (Optional)
<b>TOTAL-</b>	<b>\$7,600</b>

Note: Architectural Construction Administration can be billed hourly as needed.



Notes:

Due to heavier than average workloads throughout the construction industry, we cannot guarantee design schedules at this time. Architects, Engineers, Contractors, Suppliers, Permitting Agencies, etc. all factor into a project timeline. We will however make every reasonable effort to perform the above services in as timely a manner as possible.

A handwritten signature in black ink, appearing to read 'T. Kevin Palmer', is written in a cursive style.

T. Kevin Palmer, AIA, NCARB, LEED AP

If the above fee proposal is acceptable, please return signed copy.

\_\_\_\_\_  
Owner's Representative Signature

\_\_\_\_\_  
Date



**TO:** City of Guyton  
**FROM:** Zach Tatum, Machine Sales Rep, Cell: 912-237-0830  
**DATE:** 1/23/24

**SUBJECT: Cat 416 Backhoe**

Yancey Bros. Co. appreciates the opportunity to quote your equipment needs. See the below quotation per your request. Please let me know if you have any other questions.

**CATERPILLAR 416 Backhoe**

**Includes: 4WD, Standard Shift Transmission, 14ft Reach on Rear Boom, 24in Tooth Bucket on rear, Quick Coupler Equipped with 1.3yd Bucket and Pallet Forks on Front.**

**SALES PRICE**

**\$117,891**

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**Machine Standard Warranty is 12 months unlimited hours for parts and labor coverage.**

**Extended Warranty Options:**

<b>36 Month 3000 HR Premier Warranty</b>	<b>Additional</b>	<b>\$1900</b>
<b>48 Month 3000 HR Premier Warranty</b>	<b>Additional</b>	<b>\$2635</b>
<b>60 Month 3000HR Premier Warranty</b>	<b>Additional</b>	<b>\$3250</b>
<b>72 Month 3000HR Premier Warranty</b>	<b>Additional</b>	<b>\$3650</b>

This quotation is for your information only and is not to be considered binding until both parties have executed a signed Equipment Order Form. Sale and lease pricing, terms and conditions will be governed by the Agreement.

# 3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment - giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

## 1 SELECT YOUR PROTECTION OPTION

Choose from our **Powertrain**, **Powertrain + Hydraulics**, **Powertrain + Hydraulics + Technology** and **Premier** plans to get the exact age and hours for the protection you need.

### PREMIER (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

#### ENGINE RELATED

Governor/Speed Limiter  
Fuel Injection Lines

#### STEERING & SUSPENSION

Power Steering Logic Module  
Steering Linkage  
Suspension Control & Control Valve  
Suspension Cylinder

#### ELECTRONICS

Cat Grade Control  
Product Link™  
Traction Control System  
Protection Devices & Alarms  
Speed Sensors

#### BRAKING

Cylinder Head Assembly  
Control Valves  
Accumulator  
Parking Brake

#### CAB

Steering Column  
Gauges/Indicators/Instruments  
Circuit Board  
Wiring Harness/Switches  
Relays/Circuit Breakers  
Fuse/Circuit Breaker Panel

### POWERTRAIN + HYDRAULICS + TECHNOLOGY (includes all Powertrain and Powertrain + Hydraulics components listed below)

#### CAT CONNECT TECHNOLOGY COMPONENTS – COMPACT, GRADE, PAYLOAD, LINK

Components covered under standard warranty that are factory or dealer installed prior to delivery

Integrated Machine Displays  
Monitors  
Sensors  
Cables/Harness Wiring  
Engine Control Module (ECM)

GNSS Antennas  
GNSS Receivers  
Inertial Measurement Unit  
Laser Catcher/Receiver  
Satellite Receiver

Position Sensing Cylinders  
Integrated Joystick Buttons/Controls  
Software  
Status Lights  
Load Lights

VIMS (Vital Information Management System)  
Asset Control System  
Product Link System Cellular and Satellite Global Positioning System

### POWERTRAIN + HYDRAULICS (includes all Powertrain components listed below)

#### STEERING & IMPLEMENT CONTROLS

Hydraulic Pumps  
Hydraulic Motors  
Hydraulic Cylinders

Hydraulic Valves  
Hydraulic Accumulators  
Hydraulic Lines  
Hydraulic Hoses  
Electronic Controls  
-Implement & Steering

Joystick  
Pilot Control Valve  
Hydraulic Tank  
Hydraulic Oil Filter Base  
Hydraulic Swivel

Hydraulic Oil Temp Sensor  
Hydraulic Oil Cooler  
Transmission Oil Lines  
Drive Train Oil Lines  
Steering Gear & Valve

### POWERTRAIN

#### ENGINE

Fan & Fan Drive  
Hydraulic Fan Motor  
Jacket Water Pump, Drive Group  
Thermostat/Regulator  
Timing/Accessory Gears  
Timing Chain/Belt  
Engine Oil Cooler  
Engine Oil Pump  
Engine Oil Pan Group  
Engine Oil Filter Housing/Base  
Cylinder Block  
Cylinder Head Casting  
Crankshaft Main & Rod Bearings  
Piston & Connecting Rod

Pistons & Piston Rings  
Camshaft & Camshaft Bearing  
Inlet/Exhaust Valve  
Push Rod & Balancer  
Rocker Arm & Rocker Shaft Assembly  
Valve Cover & Base  
Valve Spring  
Valve Guide  
Flywheel  
Air Line/Pipe  
Aftercooler Group  
Turbocharger  
Manifolds, Inlet & Exhaust

Fuel Pump  
Governor  
Fuel Injection Pump  
Fuel Transfer Pump  
Solenoids/Sensors  
Electronic Control Module (ECM)

#### TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE

Transmission Case  
Transmission Gears  
Transmission Shaft  
Transmission Hydraulic Control  
Transmission Electronic Control

Transmissions Oil Pump  
Transmissions Oil Filter Base  
Torque Converter  
Transfer Gear Group

#### DRIVE TRAIN

Differential Case  
Differential Steering Components  
Axle Housing Assembly  
Axle Shaft  
Drive Axle  
Final Drive Case/Bore  
Final Drive Gears  
Universal Joint

## 2 KNOW YOUR RESPONSIBILITIES

To qualify for coverage under an EPP, you need to:

- > Operate your equipment according to the Cat Operation & Maintenance Manual (OMM) (e.g., no improper fuel use)
- > Ensure recommended preventive maintenance is performed at intervals specified in the OMM
- > Provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices) on request
- > Promptly provide your equipment for repair in the event of a covered failure

You can count on us to perform necessary inspections to confirm eligibility, install parts approved by Caterpillar on covered repairs and validate your enrollment in the program.

## 3 PURCHASE AND REGISTER YOUR EPP

Work with your local Cat dealer to complete the process— and get the protection and peace of mind you deserve.

### EXCLUSIONS\*

If a component isn't listed, it may not be included in your plan. Other exclusions include:

- > Failures caused by normal wear-out or improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a jobsite
- > Hauling, retrieval, equipment rental or overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Any incidental or consequential damages or costs incurred as a result of a covered component failure
- > Modifications unless approved by Caterpillar

*\* These are examples of covered and excluded components or items. The actual dealer contract will govern. See your Cat dealer for a complete list of covered components and more information.*

Please contact your Cat dealer for more details.

This marketing tool does not represent a contract or obligation of any kind between Cat Financial Insurance Services, its parent or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service. \*CAT DEALERS ONLY: For terms, conditions, and/or exclusions of Equipment Protection, see the appropriate Cat Financial Insurance Services Equipment Protection Plan Service Guide found at <https://warranty.cat.com/en/global-guide/caterpillar-financialinsuranceservices.html>. These guides are the only safe source for Equipment Protection programs.

To the extent that the above publication(s), bulletin(s), and/or any designated contract(s) are ambiguous or inconsistent with the policy language, the policy language shall determine the coverage under this policy.

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**SAPELO EQUIPMENT & RENTAL CO., LLC**

110 Peek Road • Brunswick, GA 31525  
(912) 264-6066

[www.sapeloequipmentco.com](http://www.sapeloequipmentco.com)



SOLD TO

SHIP TO

GUYTON, CITY OF  
310 CENTRAL BLVD  
GUYTON GA 31312

PAGE 1		
CASH	CHG.	OTHER
ACCT. NO. 34971		

SALESMAN BLG	PURCHASE ORDER NO.	P.T. NO. Q9622	INVOICE DATE 09/15/2023	TIME 12:48 PM	INVOICE NO.	<b>QUOTE</b>
-----------------	--------------------	-------------------	----------------------------	------------------	-------------	--------------

QUANTITIES			PART NUMBER	DESCRIPTION	VENDOR BIN LOC.	PRICES		
ORDERED	B/O	SHIPPED						
1		1	EB-636	36 BUCKET		1842.95	1842.95	1842.95

Kubota

THANK YOU FOR YOUR BUSINESS  
HAVE A NICE DAY !

SHIP VIA  No Returns on Special Orders or Electrical Parts. 30 Days Return on Other Items with Receipt, Subject to 20% Restocking Fee. Property that remains unclaimed after 90 days will be considered abandoned.  <i>Thank you for your business!</i>  Signature: _____	DESCRIPTION	ACCOUNT	AMOUNT
	PARTS		
	TAXABLE		1842.95
	FREIGHT		
	SALES TAX		0.00
<b>INVOICE TOTAL</b>			<b>1842.95</b>

sapelo\_invoice.template

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CUSTOMER

**CITY OF GUYTON  
STATE OF GEORGIA**

**RESOLUTION NUMBER 2024-04**

**A RESOLUTION OF THE CITY OF GUYTON AMENDING AND RESTATING THE CITY'S PAY PLAN FOR CITY EMPLOYEES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Guyton, Georgia is authorized by O.C.G.A. §36-35-3 to adopt ordinances and resolutions relating to its property, affairs, and local government; and

**WHEREAS**, Section 3.14 of the Charter of the City of Guyton provides that “[t]he city manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city council for approval”; and

**WHEREAS**, Section 3.14 of the Charter of the City of Guyton further provides that “[w]hen a pay plan has been adopted, the city council shall not increase or decrease the salary range applicable to any position except by amendment of such pay plan”; and

**WHEREAS**, the City of Guyton has previously adopted a Pay Plan;

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

**Section 1. Amendment of Pay Plan.** The City Council of the City of Guyton hereby amends and restates its Pay Plan as set forth in Exhibit A hereto, which is incorporated by reference as if set forth verbatim herein.

**Section 2. Severability.** If any section, clause, sentence or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 3. Repealer.** All ordinances and resolutions and parts thereof in conflict with this resolution are hereby repealed.

**Section 4. Effective Date.** This resolution shall become effective immediately upon its adoption by the City Council.



SO RESOLVED, this \_\_ day of February, 2024.

**CITY OF GUYTON**

---

Andy Harville, Mayor

Attest:

---

Fabian Mann, City Clerk

# **EXHIBIT A**

## **Pay Plan**



# CITY OF GUYTON

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

**Mayor**  
 Andy W. Harville  
**City Manager**  
 Meketa H. Brown  
**City Clerk**  
 Fabian M. Mann, Jr.

## City of Guyton Pay Plan

### Administration

Position	Status	Minimum	Maximum
City Manager	Exempt	\$73,500	\$107,276
City Clerk	Exempt	\$40,950	\$56,347
Facilities Maintenance Tech	Non-Exempt	\$36,750	\$48,762
Code Enforcement Officer	Non-Exempt	\$42,000	\$63,984
Finance Clerk	Non-Exempt	\$36,750	\$48,762
Front Desk Receptionist	Non-Exempt	\$34,000	\$41,280

### Public Works

Position	Status	Minimum	Maximum
Utility Billing/Permits Clerk	Non-Exempt	\$36,750	\$48,762

### Police Department

Position	Status	Minimum	Maximum
Chief	Exempt	\$57,750	\$78,174
Lieutenant	Exempt	\$47,250	\$59,598
School Resource Officer	Non-Exempt	\$44,100	\$54,180
Sergeant	Non-Exempt	\$44,100	\$53,096
Corporal	Non-Exempt	\$44,100	\$52,012
Officer	Non-Exempt	\$43,050	\$50,929
Municipal Clerk/Receptionist	Non-Exempt	\$36,750	\$48,762

**CITY OF GUYTON  
STATE OF GEORGIA**

**RESOLUTION NUMBER 2024-05**

**A RESOLUTION OF THE CITY OF GUYTON AMENDING THE CITY’S FEE SCHEDULES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS THEREOF IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Guyton, Georgia is authorized by O.C.G.A. §36-35-3 to adopt ordinances and resolutions relating to its property, affairs, and local government; and

**WHEREAS**, Section 1.12(20) of the Charter of the City of Guyton provides that City shall fix the “taxes, charges, rates, fares, fees, assessments, regulations, and penalties” associated with public utilities such as waterworks; and

**WHEREAS**, Section 6.17 of the Charter of the City of Guyton provides that the City “shall be empowered to levy any other tax or fee allowed now or hereafter by law”; and

**WHEREAS**, the City of Guyton has previously adopted Fee Schedules relating to (1) Water, Sewer, and Sanitation; (2) Building Permits; and (3) Sign Permits; and

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

**Section 1. Amendment of Fee Schedules.** The City Council of the City of Guyton hereby amends its Fee Schedules as set forth in Exhibit A hereto, which is incorporated by reference as if set forth verbatim herein.

**Section 2. Severability.** If any section, clause, sentence or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 3. Repealer.** All ordinances and resolutions and parts thereof in conflict with this resolution are hereby repealed.

**Section 4. Effective Date.** This resolution shall become effective immediately upon its adoption by the City Council.

SO RESOLVED, this \_\_ day of February, 2024.

**CITY OF GUYTON**

---

Andy Harville, Mayor

Attest:

---

Fabian Mann, City Clerk

# **EXHIBIT A**

## **Amendment to Fee Schedule**



# CITY OF GUYTON

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

**Mayor**  
Andy W. Harville  
**City Manager**  
Meketa H. Brown  
**City Clerk**  
Fabian M. Mann, Jr.

## City of Guyton Fee Schedule Amendment

Event Registration Fees		
Description	Basis	Fee
Sale Along the Trail	Per Space (10 ft. x 10 ft.)	\$40

**CITY OF GUYTON  
STATE OF GEORGIA**

**RESOLUTION NUMBER 2024-06**

**A RESOLUTION BY THE MAYOR AND COUNCIL FOR THE CITY OF GUYTON,  
GEORGIA IN SUPPORT OF THE CITY OF SPRINGFIELD IN ITS CONTINUED  
EFFORTS TO COMBAT NOXIOUS ODOR DISCHARGES**

**WHEREAS**, the Mayor and Council of Guyton, Georgia (the “City”) are aware of the noxious odors believed to be emanating from DRT America LLC’s plant located at 400 Governor Treutlen Drive, Springfield, Georgia 31326;

**WHEREAS**, the City is aware that the City of Springfield, Georgia is diligently working to investigate the source of the noxious odors and compel the entity responsible to cease the emanation thereof;

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA** in a regular meeting assembled and pursuant to lawful authority thereof, as follows:

- Section 1.** That the City of Guyton expresses its sincere appreciation and support for the City of Springfield and its efforts to address the noxious odors;
- Section 2.** That the City of Guyton, in furtherance of the two cities’ shared desire to promote the wellbeing of their citizens, stands ready to assist the City of Springfield in its efforts to ascertain the source of the noxious odors and cause the emanation thereof to cease;
- Section 3.** This resolution shall become effective immediately upon adoption by the City Council.

Adopted this \_\_\_\_\_ day of February, 2024.

**CITY OF GUYTON**

\_\_\_\_\_  
Andy Harville, Mayor

**ATTEST:**

\_\_\_\_\_  
Fabian Mann, City Clerk



**CITY OF GUYTON  
STATE OF GEORGIA**

**RESOLUTION NUMBER 2024-07**

**A RESOLUTION BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF GUYTON, GEORGIA, TO AUTHORIZE SUBMISSION OF A FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (DCA) FOR FUNDING UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.**

**WHEREAS**, the Mayor and Council Members of the City of Guyton, Georgia, find that the program is necessary and desirable in order to improve the living conditions of low and moderate income persons living in the City of Guyton, Georgia; and

**WHEREAS**, the Mayor and Council Members of the City of Guyton, Georgia, desire that a FY 2024 CDBG application be submitted to the Georgia DCA for funding under Title I of the Housing and Community Development Act of 1974, as amended;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor of the City of Guyton is hereby authorized to submit to the Georgia Department of Community Affairs a FY 2024 Community Development Block Grant application and such supporting and collateral material as shall be necessary.

SO RESOLVED, this \_\_\_\_ day of February, 2024.

**CITY OF GUYTON**

\_\_\_\_\_  
Andy Harville, Mayor

**ATTEST:**

\_\_\_\_\_  
Fabian Mann, City Clerk



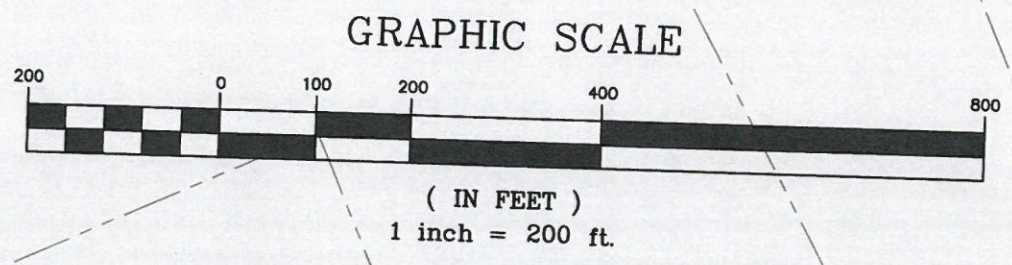
36 Courtland Street, Suite B  
Statesboro, Georgia 30458  
Phone: 912-764-7722



**2024 GUYTON CDBG  
GUYTON, GA**  
prepared for:  
**CITY OF GUYTON**

No.	Date	Revision

Sheet Title:		FIGURE 3 TARGET AREA
Drawn by:	LTB	F3
Checked by:	LTB	
Scale:	GWP	
Graphic Scale:	1" = 200'	
Project No.:	PE24102	



**CITY OF GUYTON  
STATE OF GEORGIA**

**RESOLUTION NUMBER 2024-08**

**A RESOLUTION BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF GUYTON, GEORGIA TO ENCOURAGE EQUAL OPPORTUNITY IN HOUSING FOR ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, GENDER, DISABILITY, OR FAMILIAL STATUS.**

**LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF GUYTON** that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

**WHEREAS**, it is the policy of the Mayor and Council Members of the City of Guyton, Georgia (the “City”) to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City does hereby pass the following Resolution.

**BE IT RESOLVED** that the City reaffirms its commitment to assisting all persons who reasonably feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status in violation of Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

**BE IT FURTHER RESOLVED** that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances. The City will:

- (1) Adopt and publicize this Fair Housing Resolution;
- (2) Post Fair Housing Posters in prominent public areas;
- (3) Provide Fair Housing Brochures and Fair Housing information to the public; and
- (4) Hereby declares April as Fair Housing Month.

SO RESOLVED, this \_\_\_\_ day of February, 2024.

**CITY OF GUYTON**

---

Andy Harville, Mayor

Attest:

---

Fabian Mann, City Clerk

**CITY OF GUYTON  
STATE OF GEORGIA**

**RESOLUTION NUMBER 2024-09**

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF GUYTON, GEORGIA TO ENGAGE ASSOCIATES IN LOCAL GOVERNMENT ASSISTANCE, INC. FOR GRANT WRITING AND ADMINISTRATIVE SERVICES FOR FEDERALLY FUNDED PROJECTS RELATED TO COMMUNITY AND ECONOMIC DEVELOPMENT.**

**WHEREAS**, the Mayor and Council of the City of Guyton, Georgia (the “City”) is authorized to submit to the Georgia Department of Community Affairs a FY 2024 Community Development Block Grant (“CDBG”) application and such supporting and collateral material as shall be necessary;

**WHEREAS**, proposals were received by the City prior to January 23, 2024, for grant writing and administrative services for federally funded projects related to community and economic development, including but not limited to the preparation and administration of the CDBG;

**WHEREAS**, the responsible responsive bidder is Associates in Local Government Assistance, Inc. with a consultant fee in the amount of six percent of the total grant amount awarded to the City; and

**WHEREAS**, the bidder, Associates in Local Government Assistance, Inc., appears to have the necessary financial and technical ability to perform the grant writing and administrative services.

**BE IT RESOLVED** that the City of Guyton hereby agrees to engage Associates in Local Government Assistance, Inc. to provide grant writing and administrative services for federally funded projects related to community and economic development, including but not limited to the preparation and administration of the Community Development Block Grant, with payment for such services being an amount equal to six percent of the total grant amount awarded to the City.

SO RESOLVED, this \_\_\_\_ day of February, 2024.

**CITY OF GUYTON**

\_\_\_\_\_  
Andy Harville, Mayor

**ATTEST:**

\_\_\_\_\_  
Fabian Mann, City Clerk

**CITY OF GUYTON  
STATE OF GEORGIA**

**RESOLUTION NUMBER 2024-10**

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF GUYTON, GEORGIA TO ENGAGE PARKER ENGINEERING, LLC FOR ENGINEERING SERVICES RELATED TO DRAINAGE PROJECTS FUNDED BY FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT.**

**WHEREAS**, the Mayor and Council of the City of Guyton, Georgia (the “City”) is authorized to submit to the Georgia Department of Community Affairs a FY 2024 Community Development Block Grant (“CDBG”) application and such supporting and collateral material as shall be necessary;

**WHEREAS**, proposals were received by the City prior to January 23, 2024, for engineering services related to drainage projects to be funded by the CDBG;

**WHEREAS** the responsible responsive bidder is Parker Engineering, LLC with a consultant fee in the amount of eleven percent of the total construction estimate; and

**WHEREAS** the bidder, Parker Engineering, LLC, appears to have the necessary financial and technical ability to perform the engineering services.

**BE IT RESOLVED** that, contingent upon the City being awarded the FY 2024 Community Development Block Grant, the City hereby agrees to engage Parker Engineering, LLC for engineering services related to the drainage projects funded by the CDBG, with payment for such services being an amount equal to eleven percent of the total construction estimate for the project.

SO RESOLVED, this \_\_\_\_ day of February, 2024.

**CITY OF GUYTON**

**ATTEST:**

\_\_\_\_\_  
Andy Harville, Mayor

\_\_\_\_\_  
Fabian Mann, City Clerk

**STATE OF GEORGIA  
CITY OF GUYTON**

**RESOLUTION # 2024-11**

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF GUYTON, GEORGIA TO ENTER INTO AN AGREEMENT WITH PARKER ENGINEERING, LLC FOR ENGINEERING SERVICES RELATED TO THE CONSTRUCTION OF LAND APPLICATION SYSTEM SPRAYFIELDS ON RIVERSIDE DRIVE.**

**WHEREAS**, the Mayor and Council of Guyton, Georgia (the “City”), are desirous of entering into an agreement with Parker Engineering, LLC for engineering services related to the construction of four land application system sprayfields on Riverside Drive (the “Agreement”), a copy of which is attached hereto as Exhibit A;

**WHEREAS**, the Agreement is not binding on the City until a vote by the Mayor and Council to enter into the Agreement; and

**WHEREAS**, the City is desirous of entering into the Agreement because it is in the best interests of the citizenry of the City of Guyton.

**NOW, THEREFORE**, be it resolved by the Mayor and Council of Guyton, Georgia, that the Agreement is approved, and that the Hon. Andy Harville, Mayor of the City of Guyton, Georgia, is fully authorized to: (1) execute all documents necessary to memorialize the Agreement; (2) comply with the terms of the Agreement; and (3) execute all documents in conformity with the Agreement.

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

SO RESOLVED, this \_\_\_\_ day of February, 2024.

**CITY OF GUYTON**

\_\_\_\_\_  
Andy Harville, Mayor

Attest:

\_\_\_\_\_  
Fabian Mann, City Clerk

**EXHIBIT A**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
a practice division of the  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS



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American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 2-8-24 (“Effective Date”) between

The City of Guyton (“Owner”)

and Parker Engineering, LLC (“Engineer”)

LAS Sprayfield Replacement

Engineer agrees to provide the services described below to Owner for (“Project”).

Description of Engineer’s Services: Engineering services associated with the design, permitting assistance, and construction administration for the replacement of 4 sprayfields on Riverside Drive. A detailed scope and description can be found in the attached Exhibit A.

Exceptions: 1. Post design surveying. (Contractor’s responsibility). 2. Materials testing (Contractor’s responsibility).

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.
- B. Engineer will follow applicable provisions outlined in Appendix II to 2 CFR Part 200.

**2.01 Payment Procedures**

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt.

**3.01 Additional Services**

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by

each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

**4.01 Termination**

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
    - b. By Engineer:
      - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### **5.01 Controlling Law**

A. This Agreement is to be governed by the law of the state in which the Project is located.

### **6.01 Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge

the assignor from any duty or responsibility under this Agreement.

### **7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and their consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages

arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer is responsible for any damages arising from defects in design or negligence in the performance of the construction inspector, and (3) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$200,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with Exhibit A and B), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment (Lump Sum Basis)**

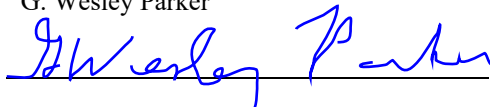
A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$189,320.00 Payments shall be based on attached Exhibit B.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 2 years. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Guyton  
By: Andy Harville  
\_\_\_\_\_  
Title: Mayor, City of Guyton  
\_\_\_\_\_

ENGINEER: Parker Engineering, LLC  
By: G. Wesley Parker  
  
\_\_\_\_\_  
Title: President  
\_\_\_\_\_

License or Certificate No. and State 25845, GA  
\_\_\_\_\_

Address for giving notices:  
City of Guyton  
PO Box 99  
Guyton, GA 31312

Address for giving notices:  
36 Courtland Street  
Suite B  
Statesboro, GA 30458





City of Guyton Sprayfield Replacement Project  
Recipient: City of Guyton  
Project #: PE22148  
February 8, 2024

## EXHIBIT A – Description of Engineer’s Services

### **PROJECT SCOPE**

#### Overall Description

This project consists of the construction of four land application system (LAS) sprayfields on Riverside Drive. These fields will replace the existing four fields which cannot be used due to wetness and/or floodplain issues. The proposed scope of engineering services are as follows:

#### **A. Surveying:**

1. Provide boundary survey information to ensure the proposed forcemain and sprayfield are on land owned by the City of Guyton or in the public right-of-way.
2. Provide a topographic survey of the sprayfields.
3. Provide control points and benchmarks for the City’s future utility contractor.
4. Stake sprinkler locations.

#### **B. Civil Engineering Design:**

1. Design a clearing and grubbing plan.
2. Design an erosion and sediment control plan.
3. Design a NPDES pollution control plan.
4. Perform hydraulic calculations.
5. Determine pipe sizes.
6. Select sprinklers.
7. Provide a layout of sprinklers.
8. Check performance of the pumps.
9. Provide a forcemain design (the supply pipes from treatment plant to sprayfield).
10. Design a restraint system to counter the force of water in the pipes.
11. Design a freeze proof system.
12. Provide construction drawings including a layout, staking plan, and construction details.
13. Provide construction specifications.



### **C. Spray-Rite Automatic Irrigation Engineering:**

1. Design an automatic spraying system (Spray-Rite) capable of irrigating the fields when the operators are not present.
2. Design the system to operate on timers.
3. Design the system to log the number of gallons sprayed, the date sprayed, the time sprayed, and the duration of the spray.
4. Design the system to drain the pipes during a freeze event to prevent pipe bursting.

### **D. Electrical Engineering:**

1. Coordinate with Planters Electric to install a service pole.
2. Design electrical disconnects, panels, etc. at the new service pole. This panel will provide electricity to control the solenoid valves.
3. Design the connection of the Spray-Rite automatic irrigation system with the current pump starters.

### **E. Permitting Assistance:**

Parker Engineering will provide permitting assistance for the replacement sprayfields to include the following:

1. Submit drawings, specifications, and permitting forms to the GA-EPD for review and approval of the replacement sprayfields. Revise the drawings and specifications per GA-EPD comments and resubmit.
2. Submit erosion and sediment control drawings to the Georgia Soil and Water Conservation Commission (GSWCC). Revise the drawings and specifications per GSWCC comments and resubmit.
3. Assist the City in obtaining a NPDES stormwater discharge permit including filling out the Notice of Intent, Notice of Termination, and the 7-day erosion control inspection/letter.

### **F. National Pollutant Discharge Elimination System (NPDES) Inspections and Sampling**

Parker Engineering will provide NPDES services for the replacement sprayfields to include the following:

1. Complete a Notice of Intent.
2. Provide a 7-day letter and inspection.
3. Provide weekly, monthly, and large rain event inspections.





4. Prepare reports to document the inspections.
5. Coordinate with Whitaker Labs for stormwater sampling.
6. Submit erosion and sediment control drawings to the Georgia Soil and Water Conservation Commission (GWWCC).
7. Assist the City in obtaining a NPDES stormwater discharge permit including filling out the Notice of Intent, Notice of Termination, and the 7-day erosion control inspection/letter.

#### **G. Coordinate with Contractors on behalf of the City of Guyton**

Parker Engineering will coordinate with a soil ripping contractor and a grassing contractor and any other contractor required for the sprayfields.

1. Solicit and evaluate quotes.
2. Present quotes to the City officials and answer questions.
3. Schedule contractors.

#### **H. Bidding Assistance:**

Parker Engineering will conduct two bids. The first bid is for the clearing and grubbing operation and the second bid is for the construction of the replacement sprayfields.

1. Prepare bidding documents.
2. Advertise the project in the Effingham Herald
3. Advertise the project in the Georgia Procurement Registry website.
4. Invite bidders.
5. Distribute construction drawings, specifications, and other bidding documents to prospective bidders.
6. Answer bidders' questions.
7. Issue addenda if necessary.
8. Conduct a public bid opening.
9. Prepare a bid tabulation.
10. Review low bidder's qualifications and recommend approval or disapproval.
11. Prepare a contractor recommendation package.

#### **I. Construction Administration:**

Parker Engineering will conduct contract administration on behalf of the City of Guyton to ensure that the contract is being followed and that the work provided by the contractors is in accordance with the construction drawings and project specifications.



1. Conduct a pre-construction meeting.
2. Review contractor submittals for equipment and materials to ensure that the materials ordered comply with the project specifications.
3. Provide periodic construction observation to ensure that the project is being built according to construction drawings and specifications.
4. Provide a field report documenting each visit.
5. Review the contractor's pay requests and provide a recommendation for payment.
6. Evaluate change order requests.
7. Provide a final punch list of items that shall be completed before the project close-out.
8. Provide record drawings after construction.
9. Prepare close-out documents.

#### **J. Operations and Maintenance Manual:**

GA-EPD requires that the City of Guyton prepare an Operations and Maintenance Manual. The manual will be used by the operators to run and manage the sprayfields. Parker Engineering will prepare a manual to include:

1. Maps of zones.
2. Maps outlining the location of sprinklers, valves, and pipelines.
3. Detailed material sheets.
4. EPD permits.
5. Testing requirements.
6. Detailed instructions on how to irrigate the sprayfields including the number of gallons, the frequency of the sprays, and the duration of the sprays.
7. Sampling requirements.
8. Soil and fertilization monitoring and sampling.



City of Guyton Sprayfield Replacement Project  
Project #: PE22148

EXHIBIT B – Schedule of Payment for Engineering Services

<b>Category</b>	<b>Sub-Category</b>	<b>Fee</b>
A	Surveying (Poynthress Land Surveying)	\$ 19,200.00
B	Design	\$ 64,120.00
C	Spray-Rite Design (LAS Consulting Inc.)	\$ 20,000.00
D	Electrical Engineering (Chatham Engineering)	\$ 5,000.00
E	Permitting Assistance	\$ 10,000.00
F	NPDES Inspections	\$ 10,500.00
G	Coordinate with Contractors	\$ 3,000.00
H	Bidding Assistance	\$ 8,750.00
I	Construction Administration and Observance	\$ 33,750.00
J	Operations and Maintenance Manual	\$ 15,000.00
	<b>Total</b>	<b>\$ 189,320.00</b>