



**City of Guyton, Georgia  
City Council  
Regular Meeting  
October 14, 2025 at 7:00 P.M.**

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

---

**AGENDA**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Consideration to Approve the Agenda**
- 4. Consideration to Approve the Minutes**
  - 🕒 9/9/25 Regular Meeting
  - 🕒 9/24/25 Public Hearing/Special Called Meeting
- 5. Reports from Staff and Committees**

🕒 Police Department	Kelphie Lundy
🕒 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	Miller Barger, Jr.
🕒 Streets and Lanes	Jimmie Hill
- 6. Public Participation**

Recognition of Officer Clayton Sheppard
- 7. Old Business**
  - A. Consideration to approve Alexander Farms Water Agreement**
  - B. Consideration to approve variance to install an LED “blade” sign at Parcel G0010020 (114 Central Blvd).**

**8. New Business**

- A. Consideration to approve the InterOp System Service Agreement**
- B. Consideration to approve the Earth Day Festival to be held in Guyton, Ga.  
April 25, 2026**
- C. Consideration to approve the Georgia Department of Transportation Memorandum of Agreement for Sidewalk TAP Grant**
- D. Consideration to approve a Proclamation honoring October 2025 as Domestic Violence Awareness Month**

**9. Dates to Remember**

- ☪ Wednesday, October 15, 2025, Downtown Development Authority Meeting at 10:00 A.M. – Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312**
- ☪ Thursday, October 16, 2025, Bingo from 11:00 A.M. until 12:00 P.M. – Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312**
- ☪ Saturday, October 18, 2025, Sale on the Trail from 8:00 A.M. until 2:00 P.M. – Guyton Walking Trail, Guyton, Ga.**
- ☪ Wednesday, October 22, 2025, Blood Drive from 1:00 P.M. – 6:00 P.M.-- Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**
- ☪ Saturday, October 25, 2025, CASA Ogeechee Superhero Run, 8:00 A.M.--- Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312**
- ☪ Saturday, October 25, 2025, Trick or Trail, 5:00 P.M. – 7:00 P.M. -- Guyton Walking Trail, Guyton, Ga.**
- ☪ Guyton City Hall will be closed on Tuesday, November 11, 2025, in observance of Veterans Day. The office will reopen for business on Wednesday, November 12, 2025**
- ☪ Wednesday, November 12, 2025, Guyton City Council Meeting at 7:00 P.M. --- Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312**

**10. 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.

State of Georgia ) (Proposed by Perkins-Lindsey)  
 )  
County of Effingham )

**WATER SERVICE AGREEMENT**

This Water Service Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of October, 2025, by and between **F2S LANDHOLDINGS LLC** (hereinafter referred to as “Developer”), a limited liability company existing and organized under the laws of the State of Georgia having its principal place of business at 37 W. Fairmount Ave, Suite 202, Savannah, Georgia 31406 and the **CITY OF GUYTON, GEORGIA** (hereinafter referred to as the “the City”), a municipal corporation having a principal place of business at 310 Central Blvd, Guyton, Georgia 31312.

**RECITALS:**

**WHEREAS**, the Developer is the owner and developer of real property consisting of approximately 121 acres (County tax map G0280003) located at 895 Gracen Road, City of Guyton, Effingham County, Georgia (hereinafter the “Property”); and

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

**WHEREAS**, Developer plans to construct a residential development on the property in two phases, consisting of approximately 82 residential or equivalent residential units (the “Development”); and

**WHEREAS**, the Development shall be completed in two phases; and

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

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



**WHEREAS**, Part #1 of the referenced water Systems improvements shall be constructed as part of Phase 1 of the Development as shown in the drawing entitled “Guyton Water Agreement Exhibit”, prepared by Hussey Gay Bell, Inc. and dated March 17<sup>th</sup>, 2025, a copy of which is attached hereto as Exhibit A; and

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

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

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

**SECTION 1. Obligations and additional recitals of the Parties.**

The recitals listed above are hereby incorporated by reference.

**1.1 General; upsizing;**

Developer shall be responsible to ensure the Project and Systems conform to City standards, specifications, and regulations. The City requires, as part of its specifications, that the Systems be of a size and design sufficient to minimize waste, provide for adequate fire protection, provide consistent water quality, provide consistent water flow, and to allow other properties in the area near the Property to connect to the Systems to receive City water services. Therefore, the City requires that for Phase 1 of the Development, the water main being extended by Developer to the Property from Gracen Road, which is identified as Part #1 on Exhibit A to this Agreement, be 12 inches in diameter (hereinafter, the “Upsizing”). The Developer would otherwise require an 8-inch diameter water main. The Developer hereby agrees to design, construct and install the Upsizing in exchange for the City’s reimbursement of a portion of the cost of the Upsizing, which amount is agreed to be \$125,000.00. The City shall provide such reimbursement for the Upsizing by providing a \$125,000 credit to Developer against the fees described in Section 4 of this Agreement, which credit shall be made available after final acceptance by the City of Developer’s Upsizing work.

The roads of the Development are intended to be connected to roads to be constructed on an adjacent parcel of land shown on Exhibit A which fronts on Old Louisville Road. Developer acknowledges that, unless otherwise agreed by the parties, the City will not authorize the connection of such roads unless the developer of that parcel agrees in a separate agreement approved by the City's governing body to construct the systems designated as Part #2 on Exhibit A.

### **1.2 Project Engineer**

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

### **1.3 City's Engineer**

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

### **1.4 Costs**

Except as set forth in Section 1.1 of this Agreement, all design, construction, material, engineering, inspection, and testing costs, and all other costs of any kind incurred in connection with the design and construction of the Systems, and all costs incurred in complying with the provisions of this Agreement shall be borne by the Developer, including the cost of all work to be performed by the City's Engineer as set forth in this Agreement, provided however that the City shall pay the cost of the City's Engineer's work in excess of \$5,000.00.

### **1.5 Pre-construction Phase**

Prior to commencement of construction of the Systems:

The City's Engineer shall review the plat(s), plans, and any other documents reasonably deemed necessary by the City's Engineer to confirm that the Systems as designed will meet the City's specifications, regulations, and standards. Documents to be provided to the City's Engineer shall include water extension approval letters from the Georgia Department of Natural Resources Environmental Protection Division.

The Project Engineer shall cooperate with the City's Engineer to include providing all documents reasonably requested by the City's Engineer. If construction of the Systems commences before the City's Engineer has issued written confirmation that the Systems as designed will meet the City's specifications, regulations, and standards, the City's obligations under this Agreement shall terminate and Developer's rights under this Agreement shall be forfeited.

#### **1.6 Construction Phase**

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

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

#### **1.7 Upon completion of construction**

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

Further, after construction of the Systems is complete, Developer shall provide to the City recordable plat(s) in recordable form in a format agreeable to the City showing the location of all Systems within the public easements and/or rights-of-way owned or to be owned by the City. Developer shall provide separate recordable plats for each Phase. Should the Developer fail to provide the plat(s), the City shall not authorize a building permit or water meter to any property to be served by the Systems, nor will the City accept dedication of the Systems.

**1.8 Dedication for acceptance by the City.**

Upon:

- (a) Developer's completion of construction of the Systems and all related facilities;
  - (b) Developer's payment of all fees related to the City's Engineer's review and inspections not to exceed \$5,00.00, as well as all other fees applicable to the Project;
  - (c) Developer's provision of the bond/security referenced in Sec. 2 of this Agreement;
  - (d) Developer's provision of "asbuilt" drawings per City specifications;
  - (e) if any portion of the Systems to be dedicated to the City are located in property or rights-of-way not owned by the City, Developer's provision to the City of easements adequate to enable the City to operate and maintain the Systems in perpetuity;
  - (f) if any portion of the Systems are located in property or rights of way owned by a government entity other than the City, Developer's provision to the City of written confirmation approved and executed by the governing body of that government entity that the City shall be the owner of the Systems if the City accepts dedication thereof;
  - (g) Developer's submission to the City of a written request that it accept dedication of the Systems;
- and
- (h) the Projects Engineer's certification:
    - i). that the Systems have been constructed in accordance with the plans(s) that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, during the Construction Phase);

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

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

## **SECTION 2. Bond/Security.**

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

## **SECTION 3. Term.**

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

- (a) construction of the Systems has not begun within one year of execution of this Agreement;

(b) there is a one (1) year period in which no construction of the Systems occurs; or

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

#### **SECTION 4. Fees.**

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

- (a) a Water Impact/Capital Cost Recovery Fee paid for each residential unit or equivalent residential unit, that connects to City water services based on those fees in effect at the time of the water connection (currently \$3,300.00);
- (b) a water meter installation fee paid for each residential unit or equivalent residential unit based on those fees in effect at the time of the water connection (currently \$650.00);
- (c) an administrative fee paid for each water connection based on those fees in effect at the time of the water connection (currently \$100). This fee shall be paid for each water application Developer submits to the City;
- (d) a new service/connection fee paid for each water connection based on those fees currently in place at the time of the water connection (currently \$75.00) and

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

#### **SECTION 5. [Reserved]**

#### **SECTION 6. [Reserved]**

#### **SECTION 7. Compliance with Laws.**

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

#### **SECTION 8. Governing Law; Forum Selection.**

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

**SECTION 9. Entire Agreement.**

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

**SECTION 10. Modification of Agreement.**

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

**SECTION 11. No Waiver.**

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

**SECTION 12. Effect of Partial Invalidity.**

If any one or more of the provisions contained herein is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless the intent of this Agreement cannot be carried out in the absence of such provision. In this regard, the provisions of Section 6, titled "No right to reimbursement" is a material provision for which the intent of this Agreement cannot be carried out in its absence.

**SECTION 13. Paragraph Headings.**

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

**SECTION 14. Notices.**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the CITY:	City of Guyton c/o City Manager 310 Central Blvd, Guyton, GA 31312
-----------------	---

If to DEVELOPER:	F2S DEVELOPMENT COMPANY LLC c/o William E. Simmons, Jr. 37 W. Fairmount Ave, Suite 202 Savannah, Georgia 31406
------------------	---

**SECTION 15. Indemnity**

Developer acknowledges and agrees that the work it performs under this Agreement is performed by it and those it retains for its sole benefit. Developer therefore covenants not to sue and agrees to hold the City harmless for any claims and damages allegedly incurred as a result of the work contemplated hereunder, including without limitation work associated with the tie-in to existing City water systems. Developer further covenants and agrees that the City shall not be liable to Developer for any damages, whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form.

**SECTION 15. Assignment.**

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

**SECTION 16. Construction of Agreement.**



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

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer under seal, affixed, this \_\_\_\_ day of October, 2025.

THE CITY OF GUYTON

BY: \_\_\_\_\_  
Hon. Andy Harville  
Mayor, City of Guyton

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

ATTEST: \_\_\_\_\_  
Moses Walker,  
City Clerk, City of Guyton

Agreement approved as to form by City Attorney:

\_\_\_\_\_  
Benjamin M. Perkins  
City Attorney, City of Guyton

DEVELOPER:

F2S DEVELOPMENT COMPANY LLC,  
a Georgia limited liability company

BY: \_\_\_\_\_  
William E. Simmons, Jr.

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

State of Georgia ) (PROPOSED BY DEVELOPER)  
 )  
County of Effingham )

**WATER SERVICE AGREEMENT**

This Water Service Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of October, 2025, by and between **F2S DEVELOPMENT COMPANY LLC** (hereinafter referred to as “Developer”), a limited liability company existing and organized under the laws of the State of Georgia having its principal place of business at 37 W. Fairmount Ave, Suite 202, Savannah, Georgia 31406 and the **CITY OF GUYTON, GEORGIA** (hereinafter referred to as the “the City”), a municipal corporation having a principal place of business at 310 Central Blvd, Guyton, Georgia 31312.

**RECITALS:**

**WHEREAS**, the Developer is the owner and developer of real property consisting of approximately 121 acres (County tax map G0280003) located at 895 Gracen Road, City of Guyton, Effingham County, Georgia (hereinafter the “Property”); and

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

**WHEREAS**, Developer plans to construct a residential development on the property in two phases, consisting of approximately 82 residential or equivalent residential units (the “Development”); and

**WHEREAS**, the Development shall be completed in two phases; and

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

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

**WHEREAS**, Part #1 of the referenced water Systems improvements shall be constructed as part of Phase 1 of the Development as shown in the drawing entitled “Guyton Water Agreement Exhibit”, prepared by Hussey Gay Bell, Inc. and dated March 17<sup>th</sup>, 2025, a copy of which is attached hereto as Exhibit A; and

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

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

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

**SECTION 1. Obligations and additional recitals of the Parties.**

The recitals listed above are hereby incorporated by reference.

**1.1 General; upsizing;**

Developer shall be responsible to ensure the Project and Systems conform to City standards, specifications, and regulations. The City requires, as part of its specifications, that the Systems be of a size and design sufficient to minimize waste, provide for adequate fire protection, provide consistent water quality, provide consistent water flow, and to allow other properties in the area near the Property to connect to the Systems to receive City water services. Therefore, the City requires that for Phase 1 of the Development, the water main being extended by Developer to the Property from Gracen Road, which is identified as Part #1 on Exhibit A to this Agreement, be 12 inches in diameter (hereinafter, the “Upsizing”). The Developer would otherwise require an 8-inch diameter water main. The Developer hereby agrees to design, construct and install the Upsizing in exchange for the City’s reimbursement of a portion of the cost of the Upsizing, which amount is agreed to be \$125,000.00. The City shall provide such reimbursement for the Upsizing by providing a \$125,000 credit to Developer against the fees described in Section 4 of this Agreement, which credit shall be made available after final acceptance by the City of Developer’s Upsizing work.

The roads of the Development are intended to be connected to roads to be constructed on an adjacent parcel of land shown on Exhibit A which fronts on Old Louisville Road. Developer acknowledges that, unless otherwise agreed by the parties, the City will not authorize the connection of such roads unless the developer of that parcel agrees in a separate agreement approved by the City's governing body to construct the systems designated as Part #2 on Exhibit A.

## **1.2 Project Engineer**

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

## **1.3 City's Engineer**

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

## **1.4 Costs**

Except as set forth in Section 1.1 of this Agreement, all design, construction, material, engineering, inspection, and testing costs, and all other costs of any kind incurred in connection with the design and construction of the Systems, and all costs incurred in complying with the provisions of this Agreement shall be borne by the Developer, including the cost of all work to be performed by the City's Engineer as set forth in this Agreement, provided however that the City shall pay the cost of the City's Engineer's work in excess of \$5,000.00.

## **1.5 Pre-construction Phase**

Prior to commencement of construction of the Systems:

The City's Engineer shall review the plat(s), plans, and any other documents reasonably deemed necessary by the City's Engineer to confirm that the Systems as designed will meet the City's specifications, regulations, and standards. Documents to be provided to the City's Engineer shall include water extension approval letters from the Georgia Department of Natural Resources Environmental Protection Division.

The Project Engineer shall cooperate with the City's Engineer to include providing all documents reasonably requested by the City's Engineer. If construction of the Systems commences before the City's Engineer has issued written confirmation that the Systems as designed will meet the City's specifications, regulations, and standards, the City's obligations under this Agreement shall terminate and Developer's rights under this Agreement shall be forfeited.

#### **1.6 Construction Phase**

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

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

#### **1.7 Upon completion of construction**

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

Further, after construction of the Systems is complete, Developer shall provide to the City recordable plat(s) in recordable form in a format agreeable to the City showing the location of all Systems within the public easements and/or rights-of-way owned or to be owned by the City. Developer shall provide separate recordable plats for each Phase. Should the Developer fail to provide the plat(s), the City shall not authorize a building permit or water meter to any property to be served by the Systems, nor will the City accept dedication of the Systems.

**1.8 Dedication for acceptance by the City.**

Upon:

- (a) Developer's completion of construction of the Systems and all related facilities;
  - (b) Developer's payment of all fees related to the City's Engineer's review and inspections not to exceed \$5,00.00, as well as all other fees applicable to the Project;
  - (c) Developer's provision of the bond/security referenced in Sec. 2 of this Agreement;
  - (d) Developer's provision of "asbuilt" drawings per City specifications;
  - (e) if any portion of the Systems to be dedicated to the City are located in property or rights-of-way not owned by the City, Developer's provision to the City of easements adequate to enable the City to operate and maintain the Systems in perpetuity;
  - (f) if any portion of the Systems are located in property or rights of way owned by a government entity other than the City, Developer's provision to the City of written confirmation approved and executed by the governing body of that government entity that the City shall be the owner of the Systems if the City accepts dedication thereof;
  - (g) Developer's submission to the City of a written request that it accept dedication of the Systems;
- and
- (h) the Projects Engineer's certification:
    - i). that the Systems have been constructed in accordance with the plans(s) that were approved by the City's Engineer during the Pre-Construction Phase (or, if applicable, during the Construction Phase);

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

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

## **SECTION 2. Bond/Security.**

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

## **SECTION 3. Term.**

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

- (a) construction of the Systems has not begun within one year of execution of this Agreement;



(b) there is a one (1) year period in which no construction of the Systems occurs; or

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

#### **SECTION 4. Fees.**

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

- (a) a Water Impact/Capital Cost Recovery Fee paid for each residential unit or equivalent residential unit, that connects to City water services based on those fees in effect at the time of the water connection (currently \$3,300.00);
- (b) a water meter installation fee paid for each residential unit or equivalent residential unit based on those fees in effect at the time of the water connection (currently \$650.00);
- (c) an administrative fee paid for each water connection based on those fees in effect at the time of the water connection (currently \$100). This fee shall be paid for each water application Developer submits to the City;
- (d) a new service/connection fee paid for each water connection based on those fees currently in place at the time of the water connection (currently \$75.00) and

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

Notwithstanding the foregoing, the water impact/capital cost recovery fee, meter installation fee, administrative fee, and new service/connection fee charged to Developer shall be the fees in effect as of the date of this Agreement.

#### **SECTION 5. [Reserved]**

#### **SECTION 6. [Reserved]**

#### **SECTION 7. Compliance with Laws.**

Developer shall comply with all existing and future City requirements relating to the connection to and use of the City's water systems. Subject to the provisions of Section 4 of this Agreement, all provisions

of law now or hereafter in effect relating to water service by the City of Guyton shall be applicable to this Agreement.

**SECTION 8. Governing Law; Forum Selection.**

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

**SECTION 9. Entire Agreement.**

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

**SECTION 10. Modification of Agreement.**

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

**SECTION 11. No Waiver.**

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

**SECTION 12. Effect of Partial Invalidity.**

If any one or more of the provisions contained herein is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless the intent of this Agreement cannot be carried out in the absence of such provision. In this regard, the provisions of Section

6, titled “No right to reimbursement” is a material provision for which the intent of this Agreement cannot be carried out in its absence.

**SECTION 13. Paragraph Headings.**

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

**SECTION 14. Notices.**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the CITY:	City of Guyton c/o City Manager 310 Central Blvd, Guyton, GA 31312
-----------------	---

If to DEVELOPER:	F2S DEVELOPMENT COMPANY LLC c/o William E. Simmons, Jr. 37 W. Fairmount Ave, Suite 202 Savannah, Georgia 31406
------------------	---

**SECTION 15. Indemnity**

Developer acknowledges and agrees that the work it performs under this Agreement is performed by it and those it retains for its sole benefit. Developer therefore covenants not to sue and agrees to hold the City harmless for any claims and damages allegedly incurred as a result of the work contemplated hereunder, including without limitation work associated with the tie-in to existing City water systems. Developer further covenants and agrees that the City shall not be liable to Developer for any damages, whether general, special, or consequential, and whether for economic losses, diminution in value, or in any other form.

**SECTION 15. Assignment.**

This Agreement may not be assigned or transferred in whole or in part by the Developer without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Failure to obtain the City’s prior approval of any assignment of this Agreement shall terminate the

City’s obligations and shall forfeit the Developer’s rights hereunder. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

**SECTION 16. Construction of Agreement.**

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

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer under seal, affixed, this \_\_\_\_ day of October, 2025.

THE CITY OF GUYTON

BY: \_\_\_\_\_  
Hon. Andy Harville  
Mayor, City of Guyton

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

ATTEST: \_\_\_\_\_  
Moses Walker,  
City Clerk, City of Guyton

Agreement approved as to form by City Attorney:

\_\_\_\_\_  
Benjamin M. Perkins  
City Attorney, City of Guyton

DEVELOPER:

F2S DEVELOPMENT COMPANY LLC,  
a Georgia limited liability company

BY: \_\_\_\_\_  
William E. Simmons, Jr.

Sworn to and subscribed before me this

\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

# City of Guyton, Georgia

Established 1887

Working Together to Make a Difference

## City of Guyton Variance Application

Applicant Name: Marcus Peterson - owner Bolts + Bullets, LLC

Address: 114 Central Blvd. Guyton Phone: 301-660-0523

Email: marcus@BoltsAndBullets.com

Address or Location of Property: 114 Central Blvd., Guyton, GA 31312

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I/we the undersigned request in connection with the property hereinafter described:

Tax Map Parcel Number: 60010040 Number of Acres 0.37

Present Use of Property: Retail. zoned C-1.

Proposed Use of Property: same. zoned C-1.

The subject property is described as follows: commercial Retail location.

**VARIANCE:** Describe the unusual conditions of the property pertaining to size, shape, location or topography, which justify the variance (attach additional pages if necessary):

see attached letter describing the variance request.

## Bolts & Bullets – Sign Variance Application Letter

Bolts and Bullets, LLC requests a variance to be permitted to install a LED 'blade' style sign on the exterior of our business located at 114 Central Blvd to facilitate effective advertising and awareness to the public that passes through downtown Guyton. Every day in the store we hear, "I had no idea you were here," though we've been in the location now for almost two years. We regularly hear very similar sentiments from our neighboring business owners as well. We have concluded that nobody sees Guyton – meaning people drive through the historic downtown district and completely ignore it as a block of broken-down old buildings that have nothing to offer. Bolts and Bullets wants to combat that problem, not only for the sake of our business but also for all Guyton businesses as well as the city itself. This simple sign can serve as an advertising platform for city and community events, other downtown businesses, and principally, our business.

According to the current city Ordinances and communications to the sign company, the proposed sign does not meet the following:

- "Since it will be an LED sign, they can animate it to do anything, it can't say "Stop", "Go", "Slow", "Danger", etc
  - We can agree not to use any visuals including messages as written above. The sign will display current events, sales, business, and information.
- Displays flashing or intermittent lights for less than 5 seconds.
  - We can agree to ensure that no single image, flashing or intermittent light is displayed for less than 5 seconds.
- "I would also like to know the height above the ground"
  - The sign is intended to be installed at the second-floor level above the currently installed window coverings.
- Section 913 Setbacks states "No sign shall overhang any public right-of-way (sidewalk) or public street."
  - Unfortunately, the only viable location for the sign, in order to facilitate 2-way viewing, places the sign above the sidewalk.
- Section 919 (14) states "Outdoor advertising or separate use signs that contain alphanumeric characters, graphics, or symbols defined by a small number of matrix elements using different combinations of light-emitting diodes (LED's) are prohibited
  - We would like a variance to this ordinance. The best method of sign advertising is through the use of LED. This method will allow us to keep the content displayed on the sign current and relevant while not forcing us to create new signage. The information displayed will never be out of date.

Adjacent Properties:

- 202 Central Blvd.  
Sweats Pharmacy LLC.
- 112 Central Blvd.  
Malcolm & Linda Edwards
- 109 Lynn Bonds  
Guyton Christian Church
- 110 Lynn Bonds  
Renne Klock & Deborah Arnold
- 104 E Lynn Bonds  
John Black
- 115 W Central Blvd.  
JAMR Properties LLC
- 113 W Central Blvd.  
City of Guyton





# Bolts & Bullets LLC

114 Central Blvd Guyton GA 31312

## Install

4'x4' 9mm blade style display

## Project ID:

Revision 1 - 04/09/25

Project Manager: Aimee Ferguson

Sales Rep: Chase Maddox



Sign will be  
installed here:



Customer Approval  
Signature:  
Date:



Cirrus Systems, 2000 Spring Rd., Portsmouth, NH 03801  
Tel: (603) 438-3331 Email: info@cirrusnet.com

Bolis & Bullets, LLC - Install  
114 Central Blvd, Guyton, GA, 31312

Adjacent Properties:

- 202 Central Blvd.  
Sweats Pharmacy LLC.
- 112 Central Blvd.  
Malcolm & Linda Edwards
- 109 Lynn Bonds  
Guyton Christian Church
- 110 Lynn Bonds  
Renne Klock & Deborah Arnold
- 104 E Lynn Bonds  
John Black
- 115 W Central Blvd.  
JAMR Properties LLC
- 113 W Central Blvd.  
City of Guyton





**Sec. 915. Resistance to wind pressure.**

Freestanding signs shall be capable of withstanding horizontal wind pressure amounting to 30 pounds per square foot. In assuming or determining the pressure on any sign, the wind shall be assumed to be blowing from the direction which will produce the maximum stress.

**Sec. 916. Reserved.**

Reserved.

**Sec. 917. Maintenance.**

Whenever a sign becomes structurally unsafe or endangers the safety or well-being of the building or the general public, the Zoning Administrator shall order that such sign be brought into compliance with appropriate codes and ordinances or removed. Such order shall be complied with within ten days of the receipt thereof by the person owning or using the sign or the owner of the building or premises on which such unsafe sign is affixed or erected.

**Sec. 918. Temporary portable signs.**

a) *Inspection.* Any temporary portable electric signs shall further require an electrical inspection to ensure a proper connection to a power source. The inspection shall occur upon obtaining the permit.

b) *Number of Signs.* Only one temporary portable electric sign shall be permitted for each business location, and such sign shall be located in such a manner so as not to interfere with the visual clearance along any highway, street or road or to interfere with the visual clearance of adjoining properties or businesses.

c) *Display Period; Waiting Period Between Permits.* A temporary portable sign shall not be redisplayed at a business location until 60 days has passed since the last permit was issued.

d) *Copy Size Requirements.* The copy shall not exceed 20 square feet per sign face. The copy shall be restricted to three lines of uniform sized lettering between eight and four inches in height. The copy shall be securely fastened to the sign face and neatly maintained to appear as initially designed and placed

**Sec. 919. Outdoor advertising or separate use signs.**

To preserve and promote the public health, safety, and welfare of the citizens of Guyton, Georgia, to maintain and enhance the visual environment, and to preserve the right of citizens to enjoy Guyton's scenic beauty, to improve pedestrian and traffic safety, and to minimize the possible adverse effect of outdoor advertising or separate use signs on nearby public and private property, the following regulations shall govern the location of such signs within the City of Guyton:

- (1) An outdoor advertising or separate use sign may be located on any property located in commercial or industrial zoning district in addition to any other freestanding sign authorized by this article so long as such sign complies with the pertinent provisions of the City Code.

- (2) Outdoor advertising or separate use signs are allowed on parcels fronting state or federal highways in commercial, industrial, or mixed use districts only. Such signs are limited to 480 square feet in sign area with dimensions not exceeding 12 feet in height or 42 feet in width.
- (3) Outdoor advertising or separate use signs are allowed on parcels adjacent to streets other than state or federal highways in commercial and industrial districts only. Such outdoor advertising or separate use signs are limited to 400 square feet in sign area per face, with dimensions not exceeding 12 feet in height and 25 feet in width.
- (4) Outdoor advertising or separate use signs shall be erected to a height of no more than 50 feet where located adjacent to state and federal highways and no more than 30 feet when located adjacent to other streets.
- (5) All portions of a sign face and support members of any outdoor advertising or separate use sign shall be set back from all buildings, structures, and property lines in compliance with the setback requirements of this Code applicable to the zoning district where the sign is located.
- (6) Only one outdoor advertising or separate use sign shall be allowed per platted lot. No outdoor advertising or separate use sign shall be placed on any residentially zoned lot which contains any freestanding sign. Outdoor advertising or separate use signs shall be no less than 1,000 feet apart, measuring from the two closest points and only one sign face shall be allowed to face the same direction per location. This allows back-to-back or "V" formation signs but prohibits two signs side-by-side or over-and-under, facing the same direction. The faces of a sign constructed in the form of a "V" shall not exceed 45 degrees.
- (7) No outdoor advertising or separate use sign or part thereof, shall be erected, used, or operated or maintained:
  - a. Within 150 feet of the nearest edge of the right-of-way of another intersecting right-of-way.
  - b. Within 200 feet of any church, temple, mosque, place of worship, school, cemetery, or public park.
  - c. Overhanging a public right-of-way or a private road or drive.
  - d. Within 100 feet from any residentially zoned area.
- (8) Sign illumination shall not cause beams or rays of light to be directed to a roadway or adjacent properties. Flashing illumination such as, without limitation, flashing, running, or sequential lights are prohibited except as expressly provided herein.
- (9) Outdoor advertising or separate use signs shall be prohibited in areas where no roadway of any kind currently exists. Outdoor advertising or separate use signs shall only be permitted on roadways which are currently functioning as a bona fide roadway and are under the care and control of the Georgia Department of Transportation, Effingham County, Georgia, or under municipal control.

- (10) The following outdoor advertising or separate use signs are expressly prohibited unless specifically stated otherwise in this article:
  - a. Signs employing movement, including, but not limited to, changeable copy signs, pennants, flags, banners, streams, propellers, discs, and search lights.
  - b. Signs that include lights which flash, blink, or turn on and off intermittently, but not including time and temperature signs.
  - c. Signs employing direct, indirect, internal, flashing, or other illumination with light sources or reflectivity of such brightness that constitute a hazard to ground or air traffic or a nuisance, as determined by the City Manager.
  - d. Inflatable signs, including, but not limited to, balloons.
  - e. Roof billboards which are erected or painted on a roof or which extend in height above the roofline of the building on which the sign is erected.
  - f. Any sign which may be confused with or obstruct the view of any authorized traffic sign or signal, obstructs the site distance triangle at any street or highway intersection, or extends into the public right-of-way.
- (11) Extrusions beyond the face of any outdoor advertising or separate use sign, excluding aprons, are prohibited.
- (12) There shall be an initial inspection of outdoor advertising or separate use signs and reinspection every five years.
- (13) Trees may be cut, trimmed, or pruned in locating, erecting, or maintaining any outdoor advertising or separate use sign provided a tree removal permit is issued by the City.
- (14) Outdoor advertising or separate use signs that contain alphanumeric characters, graphics, or symbols defined by a small number of matrix elements using different combinations of light-emitting diodes (LEDs) are prohibited.
- (15) Each outdoor advertising or separate use sign shall have attached thereto a legend identifying the agent or agency responsible for the erection and maintenance of such sign. Such legend shall set forth the permit number issued by the Zoning Administrator for such sign.
- (16) Each outdoor advertising or separate use sign shall constitute a self-supporting structure erected on one pole permanently attached to a concrete foundation. The foundation shall be designed to carry the weight and windload of the sign in the soil in which it is placed. The sign's pole and supporting apparatus shall be fabricated only from painted or galvanized steel or metal. No portion of the supporting structure for the sign shall be visible above the advertising display area.
- (17) Every outdoor advertising and separate use sign, including its supports, braces, guys, and anchors, shall be maintained in a safe, presentable, and good structural material condition at all times, which includes the repair or replacement of defective parts, painting, repainting, cleaning, and other acts required for the maintenance of

said sign. The surrounding premises of each sign shall be maintained in a clean, sanitary, and inoffensive condition and free and clear of all obnoxious substances, rubbish, and weeds.

- (18) The advertising or copy area shall be replaced periodically to maintain good appearance. When the sign displays no advertising copy, its face shall continue to have a tight, closed, or solid surface concealing the sign's supporting apparatus and shall be of a uniform color.

## **ARTICLE X. ENFORCEMENT AND ADMINISTRATION**

### **Sec. 1001. Planning and zoning director.**

A. All provisions of this ordinance shall be enforced and administered by the Planning and Zoning Director(s) or such persons designated by the City Council.

B. The duties and powers of the Planning and Zoning Director shall be:

- (1) To receive and check all applications for building and sign permits, certificates of occupancy, and certificates of appropriateness:
  - (a) Prior to issuance of any building permit, the Planning and Zoning Director shall ensure that the building structures or use proposed conforms in all respects to the provisions of this zoning ordinance and other applicable regulations (See Section 1002);
  - (b) Prior to issuance of a certificate of occupancy, the Planning and Zoning Director shall determine that the work completed is in accordance with all provisions of this zoning ordinance and other applicable regulations (See Section 1003);
  - (c) For new developments proposed with the city which meet or exceed the minimum thresholds identified in the Department of Community Appraiser Procedures and Guidelines for the Review of Developments of Regional Impact (DRI), the city will comply with these intergovernmental review procedures. The city shall be allowed up to a maximum of thirty (30) days to complete the review process for large development projects that are likely to create impacts in other local jurisdictions. The city will not take any official action to further any such developments until the DRI review Process is completed or a maximum of thirty (30) days has transpired from the date the completed DRI Request for Review Form was forwarded to the Coastal Regional Commission.
- (2) To require any information necessary to determine the conformity of the application with the regulations of this ordinance and building codes. This information may include:
  - (a) Proposed uses of building, structure, or land;
  - (b) Placement of the building or structure on the lot;

1111 Peachtree Street, NE  
Atlanta, GA 30309  
Tel: 404.527.1277  
Fax: 404.527.1278  
Web: www.i3verticals.com



Category	Name	Quantity	Unit Price	Billing Cycle	Total Price
--	Citation Export Interface - Courtware/Justice One	1	\$5,000	--	\$5,000
					Subtotal \$23,567.5
					Total \$23,567.5

#### Total Up Front/One Time Fees

\$ \$22,355

#### Total Monthly Subscription

\$ 1,212.50

## Project Details

InterOP RMS, up to 10 Mobiles. GPS for 7 vehicles. Data Migration from Justice One only. Additional migrations may be available at a rate of \$5,00 per migration if added during the initial project. Optional Citation export to Justice One may be added for an additional \$5,000 with Monthly Maintenance fee of \$62.50. This fee is waived when using an i3 Verticals CMS.

## Terms and Conditions

Please read the terms and conditions carefully. This forms the contract between the customer and our company and in the event of a conflict, these terms and conditions shall prevail.

- 1. Estimate.** This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid until the Good Thru date listed above. **Hardware quote valid for 30 days ONLY.**
- 2. Services.** Upon acceptance by you, i3 Verticals will perform the printing or other services described in the estimate. Any additional services requested by you and not covered by the estimate will incur additional charges.
- 3. Schedule.** The services will be completed and delivery will be made in accordance with the schedule in the estimate, or as otherwise approved by the parties in writing.
- 4. Changes.** Changes in the specifications, quantities, schedule or other aspects of the services that are requested or approved by you do not become binding upon live unless accepted by i3 Verticals in writing. Any such changes may result in additional or increased charges, and you agree to pay such increased charges.
- 5. Payment.** Please DO NOT pay this quote. Once accepted, you will receive an invoice for any hardware and start up costs detailed above. Final payment of any remaining balance, unless otherwise outlined in terms above, shall be due

www.i3verticals.com





**7. Minimum Term.** CLIENT agrees to a minimum three (3) year or thirty six (36) month Service period ("Initial Term"), which will automatically renew annually thereafter unless terminated sooner in accordance with this Agreement (each a "Renewal Term").

Date:

111 E. 12th St., Suite 100  
Guyton, GA 31512  
Phone: 904.383.1779  
Fax: 904.383.1779  
www.getssi.com



To: City of Guyton Police Department

Valid till: 07/31/2024

Attention: Kelphe Lundy

Quote #: DOC-101

505 Magnolia St  
Guyton, GA 31512

Prepared by: Shannon Garza

Contact: sgarza@getssi.com

## Products/Services

Delivered as a system of proprietary software, hardware and services.

Category	Name	Quantity	Unit Price	Billing Cycle	Total Price
Software	<b>InterOp® RMS Subscription</b> InterOp Records Management - Includes Offense reporting with NIBRS Validation, Use of Force, Vehicle Pursuit, Evidence Management, Quartermaster, Investigative Case Management, Robust Statistical reporting. - Billed Monthly. Includes Support and Maintenance.	1	\$660	36	\$660
Software	<b>InterOp® Mobile Subscription (block of 5)</b> InterOp Mobile Data Platform includes AVL, NCIC (where available), Mobile CAD (where available), Field Reporting and E- citation. - Billed Monthly. Includes support and maintenance agreement.	2	\$245	36	\$490
Hardware	<b>Server - Standard</b> --	1	\$5,500	--	\$5,500
Hardware	<b>GPS - USB</b> --	7	\$65	--	\$455
Service	<b>Installation</b> Basic Installation Package - Daily rate. Onsite or remote.	2	\$650	--	\$1,300
Service	<b>Training</b> Basic Training Package - onsite training. Per Trainer, Per day.	4	\$650	--	\$2,600
Service	<b>Data Migration</b> --	1	\$7,500	--	\$7,500
--	<b>Citation Export Fee - Justice One</b> --	1	\$62.5	unlimited	\$62.5

www.getssi.com | 904.383.1779



*To create, educate, and advocate for a greener  
Effingham County, Georgia  
where nature thrives along with people.*

October 2, 2025

Guyton Mayor, City Council, and City Manager  
310 Central Blvd.  
Guyton, Georgia 31312

Dear Mayor, City Council Members, and City Manager,

As you know, for three years the Earth Day Festival in Guyton has been a very popular and successful event for the city. Effingham Georgia Green (EGG) is willing to host and administer it in 2026, with the City of Guyton again being the co-sponsor. As in the past, co-locating the festival in tandem with the spring Sale Along the Trail, is a win for both the sale and the festival, as each event increases attendance to both.

If agreeable, we request the date of Saturday, April 25, 2025. Currently, there are no conflicting events in Guyton with this date, including the Historic Effingham Society's Spring Festival and Effingham County's Spring break schedule. We would appreciate your consideration of this proposal and date at your upcoming October 8, 2025, meeting so that we can plan appropriately in advance.

Thank you,  
Rita Elliott  
Maggie Kelly

EGG Representatives  
(706) 341-7797 Rita Elliott  
(912) 429-4871 Maggie Kelly  
[effinghamgeorgiagreen@gmail.com](mailto:effinghamgeorgiagreen@gmail.com)



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

10/2/2025

PI No. 0019876, Effingham County  
SR 17; SR 119; Gracen Road; Magnolia St & Macedonia St @ 5 Locs

Honorable Andy Harville, Mayor  
City of Guyton  
310 Central Boulevard  
Guyton, GA 31312  
Attention: Bill Lindsey

Dear Mayor Harville:

Attached is the Memorandum of Agreement (MOA) detailing the Local Match commitment for City of Guyton for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, the City of Guyton will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file.

If you have any questions about items contained in this agreement, please contact the Project Manager, Yun Luo, at (678)-728-9162 or [yluo@dot.ga.gov](mailto:yluo@dot.ga.gov).

Sincerely,

Kimberly W. Nesbitt  
State Program Delivery Administrator

*CV FB*  
KWM:CCV:MSL:YL  
Attachment(s)

cc: Albert V. Shelby III, Director of Program Delivery  
Troy D. Pittman, District 5 Engineer  
Jonathan Martinez, District 5 Preconstruction Engineer  
Katie Proctor, District 5 Planning & Programming Liaison

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF GUYTON  
FOR**

**PROJECT ID NUMBER: 0019876**

**PROJECT DESCRIPTION:**

**SR 17; SR 119; Gracen Road; Magnolia St & Macedonia St @ 5 Locs**

This Memorandum of Agreement (“Agreement”) is made and entered into on \_\_\_\_\_ (the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or “GDOT”), and City of Guyton, Georgia, acting by and through its Mayor and City Council (hereinafter called the "LOCAL GOVERNMENT"). The DEPARTMENT and LOCAL GOVERNMENT may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, PI No. 0019876, SR 17; SR 119; Gracen Road; Magnolia St & Macedonia St @ 5 Locs, (hereinafter called “PROJECT”) has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of One Hundred and Forty-Eight Thousand and Two Hundred and Seventy-One and 94/100 \$(148,271.94) toward the PROJECT (hereinafter called “Local Match”), which is reflected in **Exhibit A – Project Budget**; and

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT have mutually agreed to cooperate for this undertaking, with the DEPARTMENT serving as the PROJECT sponsor; and

WHEREAS, the PARTIES have each found and determined that the undertaking contemplated herein is in their mutual interest and in the best interest of and for the benefit of the State of Georgia and the traveling public; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The above “Whereas” clauses are hereby incorporated by reference as though fully set forth herein.
2. **SCOPE.**
  - 2.1. The Local Match will be used to build sidewalks in the City of Guyton.

3. **TERM.**

- 3.1. The duration of this Agreement shall commence on the Effective Date and shall expire Seven Hundred and Thirty (730) days therefrom (the "Term").
- 3.2. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that time is of the essence.

4. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**

- 4.1. The LOCAL GOVERNMENT shall be responsible for contributing funding for the PROJECT in the amount of One Hundred and Forty-Eight Thousand and Two Hundred and Seventy-One and 94/100 \$(148,271.94), as established in **Exhibit A – Project Budget**.
- 4.2. The LOCAL GOVERNMENT shall be responsible for providing payment of the Local Match to the DEPARTMENT within Thirty (30) days from the Effective Date of this Agreement.
- 4.3. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:

For payments made by check:  
Georgia Department of Transportation  
P.O. Box 932764  
Atlanta, GA 31193-2764

For payments made by ACH:  
Bank Routing (ABA) # 121000248  
Account # 29794840000000007

- 4.4. If there is an unused balance after completion of all PROJECT activities and tasks, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- 4.5. The DEPARTMENT reserves the right to cancel the PROJECT at any time, in its sole discretion, by written notice to the LOCAL GOVERNMENT. In the event the PROJECT is cancelled, any remainder of the funding contribution will be refunded to the LOCAL GOVERNMENT.

5. **TERMINATION.** Either PARTY may terminate this Agreement for cause or upon mutual consent of the PARTIES with thirty (30) days prior written notice provided to the other PARTY.

6. **NOTICES.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be e-mailed, mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or e-mail transmission, immediately followed by a telephone call to confirm delivery to:

**To the DEPARTMENT:**

Georgia Department of Transportation  
600 W. Peachtree Street, NW  
Atlanta, Georgia 30308  
ATTN: **Kimberly W. Nesbitt, State Program Delivery Administrator**

Email: knesbitt@dot.ga.gov

with a copy to:

Georgia Department of Transportation  
600 W. Peachtree Street, NW  
Atlanta, Georgia 30308  
ATTN: **Yun Luo, Office of Program Delivery Project Manager**  
Email: yluo@dot.ga.gov

**To the LOCAL GOVERNMENT:**

City of Guyton  
310 Central Boulevard  
Guyton, Georgia 31312  
ATTN: **Andy Harville, Mayor**  
Email: andy.harville@cityofguyton.com

with a copy to:

City of Guyton  
310 Central Boulevard  
Guyton, Georgia 31312  
ATTN: **Bill Lindsey, City Manager**  
Email: bill.lindsey@cityofguyton.com

The date on which such notice is delivered will be deemed the date thereof. Either PARTY may from time to time, by providing five (5) days' prior notice to the other Party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

**7. COMPLIANCE WITH APPLICABLE LAWS.**

- 7.1. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- 7.2. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in **Appendix A** of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- 7.3. By execution of this Agreement, the undersigned certifies on behalf of the LOCAL GOVERNMENT under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- 7.4. The LOCAL GOVERNMENT acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 et seq., and O.C.G.A. § 36-80-23(b) relating to "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix B of this Agreement.

8. **EXHIBITS AND APPENDICES.** The PARTIES acknowledge that the following exhibit(s) and appendix(ices) are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A – Project Budget

Appendix A – Certification of Compliances

Appendix B – Certificate of Compliance with Annual Immigration Reporting  
Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

9. **MISCELLANEOUS.**

- 9.1. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.
- 9.2. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
- 9.3. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.
- 9.4. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.
- 9.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 9.6. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.
- 9.7. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 9.8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 9.9. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more



strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

- 9.10. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.
- 9.11. Entire Agreement. This Agreement supersedes all prior negotiations, discussions, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has the authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

**The remainder of this page intentionally left blank.  
Signatures are on the following page.**

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

**City of Guyton, Georgia**

BY: \_\_\_\_\_  
Commissioner

BY: \_\_\_\_\_ (Seal)  
Andy Harville, Mayor

Attest:

Signed, sealed and delivered  
This \_\_\_\_\_,  
in the presence of:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Notary Public – Crisa Fort, Finance Clerk

This Agreement, approved by the  
City of Guyton, the \_\_\_\_\_

Attest

\_\_\_\_\_  
Tammy Jordan, Receptionist/Administrative  
Assistant

FEIN: 58-6010617

# **EXHIBIT A** **PROJECT BUDGET**

**Georgia Department of Transportation**  
**COST PROPOSAL**

Proj. No.:  
 PI No.: 0019876  
 Prime: AtkinsRéalis USA Inc  
 Date: 21-Aug-2025

**Attachment B**  
**Cost Proposal Summary**

Project: SR 17; SR 117; GRACEN RD; MAGNOLIA ST & MACEDONIA ST @ 5 LOC  
 County: Effingham  
 Contract Type: Cost Plus Fixed Fee  
 Fixed Fee %: 10%

Master Contract: TOOPD2301940  
 Contract Expiration: 30-Sep-2026  
 Task Order No: 104

**Cost Summary by Firm**

Maximum Allowable Compensation ==>		\$ 741,359.71	Maximum Fixed Fee Amounts by Firm	DBE (Yes/No)	DBE Goal >	16.0%
		Estimated Amounts by Firm			Estimated DBE Participation	Estimated DBE %
TOTALS ==>		\$ 741,359.71	\$ 64,618.50		\$ 242,431.34	32.7%
Prime:	AtkinsRéalis USA Inc	\$ 470,461.66	\$ 41,036.99	No		
Subs:	Practical Design Partners	\$ 173,443.71	\$ 15,537.72	Yes	\$ 173,443.71	23.4%
	New South	\$ 68,987.63	\$ 5,636.94	Yes	\$ 68,987.63	9.3%
	MC Squared, LLC	\$ 28,466.71	\$ 2,406.85	No		

**APPENDIX A**  
**CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principal and duly authorized representative of City of Guyton whose address is 310 Central Boulevard, Guyton, GA 31312 and it is also certified that:

**I. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the Agreement period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

**II. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the Agreement period.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Andy Harville, Mayor

## APPENDIX B

### CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the LOCAL GOVERNMENT, certifies that the LOCAL GOVERNMENT:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the LOCAL GOVERNMENT shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

---

Signature of Authorized Officer or Agent

Andy Harville

---

Printed Name of Authorized Officer or Agent

Mayor

---

Title of Authorized Officer or Agent

---

Date



# CITY OF GUYTON

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

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

*Working Together to Make a Difference*

Mayor  
Andy Harville  
City Manager  
Bill Lindsey  
City Clerk  
Moses Walker

## **PROCLAMATION OF DOMESTIC VIOLENCE AWARENESS MONTH In GUYTON, GEORGIA October 2025**

**WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and**

**WHEREAS, domestic violence leaves an imprint of fear and hostility; and**

**WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference, and social barriers, thereby affecting society as a whole; and**

**WHEREAS, according to the Georgia Commission of Family Violence, 35.1% of Georgia women and 39.9% of Georgia men experience physical, sexual and/or stalking; and**

**WHEREAS, the City of Guyton supports the right to freedom from fear in our own homes and our communities; and**

**WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial, physical, and psychological losses; and**

**NOW, THEREFORE BE IT RESOLVED, that in recognition of the important work done by domestic violence programs, in cooperation with our local victim witness office and Safe Haven, the Mayor and Guyton City Council does hereby proclaim the month of October 2025 as Domestic Violence Awareness Month. We urge all citizens, agencies, and businesses to WORK TOGETHER AS A TEAM IN OUR COMMUNITY THROUGH PREVENTION, INTERVENTION, AND EDUCATION PROGRAMS, to eliminate domestic violence and become a violence free community. On this 14th day of October 2025.**

---

Honorable Andy Harville  
Mayor, Guyton, Georgia