



**City of Guyton, Georgia
City Council
Public Hearing and Regular Meeting
February 12, 2025, at 7:00 P.M.**

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

AGENDA

1. Call to Order

2. Public Hearing

- First reading of the City of Guyton Municode Ordinance

3. Invocation and Pledge of Allegiance

4. Consideration to Approve the Agenda

5. Consideration to Approve the Minutes

- 12/10/24 Public Hearing and Regular Meeting
- 1/14/25 Public Hearing and Regular Meeting
- 1/15/25 Public Hearing and Special Called Meeting
- 1/21/25 Special Called Meeting

6. 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 |
| ● Library Board | Jim Odum |
| ● Downtown Development | Miller Barger, Jr. |

7. New Business

- A. Consideration to approve the contract for new City Manager Bill Lindsey
- B. Consideration to approve Ordinance 2025-03, Penalties for Possession of Marijuana
- C. Consideration to approve the Georgia Department of Transportation, Transportation Alternatives Program (TAP) memorandum of agreement.

General Government

- ☉ Joe Matz - Wastepro

10. Public Participation

11. Dates to Remember

- ☉ Monday, February 17, 2025, City Hall will be closed in observance of Presidents Day
- ☉ Wednesday February 19, 2025, Downtown Development Authority Meeting at 10:00 A. M., Guyton City Hall, 310 Central Boulevard, Guyton GA 31312
- ☉ Tuesday, March 4, 2025, Seniors in the Know from 9:00 A.M.-1:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ☉ Wednesday, March 5, 2025, Blood Drive at 1:00 P.M – 6:00 P.M Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ☉ Tuesday, March 11, 2025, Guyton City Council Meeting at 7:00 P.M. ---- Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

12. 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
STATE OF GEORGIA**

ORDINANCE NO. 2025-04

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF GUYTON, GEORGIA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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 relating to its property, affairs and local government;

WHEREAS, the Mayor and Council have authority to amend the City's ordinances from time to time and where necessary; and

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

Section 1. The Code entitled "The Code of the City of Guyton, Georgia," published by CivicPlus, LLC, consisting of chapters 1 through 36, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before August 15, 2023, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$1,000.00 and by imprisonment in the city or county jail for 180 days or both such fine and imprisonment, or alternative sentencing, as now or hereafter provided by law. Except as otherwise provided by law or ordinance: (i) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) With respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the

penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after August 15, 2023, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective immediately upon its adoption by the City Council.

Approved this the _____ day of _____, 2025.

CITY OF GUYTON

ANDY HARVILLE, Mayor

ATTEST:

MOSES WALKER, City Clerk



City of Guyton
City Council Public Hearing and Regular Meeting
December 10, 2024 — 7:00 PM

MINUTES OF MEETING

Call to Order — The City of Guyton Council held a City Council Meeting on December 10, 2024, at Guyton City Hall — 310 Central Boulevard, Guyton, GA 31312. The meeting was called to order by Mayor Andy Harville at approximately 7:00 PM. Mayor Pro Tem Michael Johnson, Councilmember Jeremiah Chancey, Councilmember Joseph Lee, and Councilmember Theodore Hamby were also present at this meeting..

Additional Administrative Staff Present —City Clerk Fabian Mann and City Attorney Benjamin Perkins were present.

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

Public Hearing

- ④ Annexion and Rezoning of Parcel ID 02940041
(4.33 Acres / B-2 → C-3)
-

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

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

Consideration to Approve the Agenda — **Johnson** made a motion to approve the agenda. **Hamby** seconded the motion. **Motion passed unanimously.**

- **Johnson** made a motion to reconsider the previous item and add an executive session referencing personnel. **Hamby** seconded the motion. **Motion passed unanimously.**

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

- ④ 11/12/24 Regular Meeting
-



Reports from Staff or Committees

☉ Police Department	Kelphie Lundy
☉ 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.

Old Business

Second reading and consideration to approve Ordinance 2024-09, amending the City of Guyton Zoning Ordinance to add liquor stores as a C-1 permitted use — Johnson made a motion to approve Ordinance 2024-09. Hamby seconded the motion. Motion passed unanimously.

Second reading and consideration to approve Ordinance 2024-10, regarding annexation and rezoning of Parcel ID 02940042, Pillar Real Estate LLC — Hamby made a motion to approve Ordinance 2024-10. Chancey seconded the motion. Motion passed unanimously.

New Business

First reading of Ordinance 2024-11, regarding annexation and rezoning of Parcel ID 02940041, Forklift Tire Specialist LLC

Consideration to approve Resolution 2024-20, authorizing participation in an amicus brief in the *Chang V. City of Milton* appeal — Johnson made a motion to approve Resolution 2024-20. Hamby seconded the motion. Motion passed unanimously.

Consideration to approve Resolution 2024-21, adding membership in a GIRMA Fund as it relates to the Georgia First Responder PTSD Program — Johnson made a motion to approve Resolution 2024-21. Lee seconded the motion. Motion passed unanimously.

Consideration to approve Resolution 2024-22, amending the City of Guyton Employment Handbook (“Paid Time Off (PTO) & Benefits,” “Using PTO,” and “PTO ‘Sell Back’”) — Johnson made a motion to approve Resolution 2024-22. Hamby seconded the motion. Motion passed unanimously.



Consideration to approve Change Order #2 for the Guyton LAS Sprayfield Improvement Project in the amount of \$19,664.38 — Chancey made a motion to approve Change Order #2. Johnson seconded the motion. Motion passed unanimously.

Consideration to approve Resolution 2024-23, which repeals Resolution 2024-19, which amended the City of Guyton Employee Appeal Procedure — Lee made a motion to approve Resolution 2024-23. Johnson seconded the motion. Motion passed unanimously.

Consideration to authorize the mayor to execute an audit engagement letter from Lanier, Deal, Proctor & Bloser to perform the Fiscal Year 2024 audit — Johnson made a motion to authorize the mayor to execute an audit engagement letter. Hamby seconded the motion. Motion passed unanimously.

Consideration to authorize the city attorney to research options to lease the Guyton Gymnasium to the Guyton Downtown Development Authority — Hamby made a motion to authorize the city attorney. Chancey seconded the motion. Hamby, Chancey, and Harville voted aye. Johnson and Lee abstained. Motion passed 3-2.

Consideration to approve a \$500.00 Christmas bonus for all city employees — Johnson made a motion to approve a Christmas bonus. Hamby seconded the motion. Motion passed unanimously

Consideration to approve a 2.6% cost-of-living adjustment for all city employees, effective on January 8, 2025 — Johnson made a motion to approve the cost-of-living adjustment for all city employees. Hamby seconded the motion. Motion passed unanimously.

Consideration to approve a 7.0% hourly pay rate increase for all POST-certified city police officers, effective on January 8, 2025 — Hamby made a motion to approve the hourly pay rate increase for all POST-certified city police officers. Chancey seconded the motion. Lee voted nay. Hamby, Chancey, Harville, and Johnson voted aye. Motion passed 4-1.

Consideration to approve the 2025 Earth Day Festival Proposal from Effingham Georgia Green — Johnson made a motion to approve the agreement. Hamby seconded the motion. Motion passed unanimously.

Consideration to approve AlcineXtreme Fitness LLC Agreement — Johnson made a motion to approve the AlcineXtreme Fitness LLC Agreement. Lee seconded the motion. Motion passed unanimously.



General Government

- ② GDOT TAP Project Discussion
 - ② Walking Trail Lighting Project Discussion
-

Public Participation

- ② John DeBeer (Noise Concern)
*Unable to Attend
-

Dates to Remember

- ② Saturday, December 14, 2024, Guyton Christmas Parade at 11:00 A.M. —
Guyton Walking Trail, 310 Central Boulevard, Guyton, GA 31312
 - ② Wednesday, December 18, 2024, Downtown Development Authority Meeting at
10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
 - ② Wednesday, December 18, 2024, Blood Drive from 1:00 P.M. until 6:00 P.M. —
Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - ② Tuesday and Wednesday, December 24-25, 2024, Guyton City Hall closed in
observance of Christmas
 - ② Tuesday, January 14, 2025, Guyton City Council Meeting at 7:00 P.M. —
Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
-

Consideration to move from the Regular Meeting into an Executive Session referencing personnel — Johnson made a motion to move into an Executive Session referencing personnel. **Lee** seconded the motion. **Motion passed unanimously.**

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

Consideration to Adjourn — Johnson made a motion to adjourn. **Hamby** seconded the motion. **Motion passed unanimously.**



City of Guyton

Andy Harville, Mayor

Attest:

Fabian M. Mann, Jr., City Clerk

DRAFT



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 Clerk
Moses Walker

City of Guyton City Council Public Hearing and Regular Meeting January 14, 2025 — 7:00 PM

MINUTES OF MEETING

Call to Order — The City of Guyton Council held a City Council Meeting on January 14, 2025, at Guyton City Hall — 310 Central Boulevard, Guyton, GA 31312. The meeting was called to order by Mayor Andy Harville at approximately 7:00 PM. Mayor Pro Tem Michael Johnson, Councilmember Jeremiah Chancey, Councilmember Joseph Lee, and Councilmember Theodore Hamby were also present at this meeting.

Additional Administrative Staff Present — City Clerk Moses Walker and City Attorney Wes Rahn were present

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

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

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

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

- **Johnson** made a motion to amend the agenda by adding consideration to approve the upcoming election qualifying fees. **Hamby** seconded the motion. **Motion passed unanimously**.
- **Harville** made a motion to table Consideration to Approve the Minutes from 12.10.24 until the next council meeting. **Johnson** second the motion. **Motion passed unanimously**.

🕒 12/10/24 Regular Meeting

Reports from Staff or Committees

🕒 Police Department	Kelphie Lundy
🕒 Public Works/Water/Sewer	EOM
🕒 Planning and Zoning	Lon Harden



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Industrial Development	Lon Harden
Historical Commission	Lucy Powell
Leisure Services	Lula Seabrooks
Downtown Development Authority	Miller Barger, Jr.

Old Business

A. Second reading and consideration to approve Ordinance 2024-11, regarding annexation and rezoning of Parcel ID 02940041, Forklift Tire Specialist LLC. Hamby made a motion to approve Resolution 2025-01. Chancey seconded the motion. Motion passed unanimously.

New Business

A. Consideration to approve Resolution 2025-01, approving the City of Guyton Comprehensive Plan. **Johnson** made a motion to approve Resolution 2025-01. **Lee** seconded the motion. **Motion passed unanimously.**

B. Consideration to approve Resolution 2025-02, amending and restating the city's pay plan for city employees **Johnson** made a motion to approve Resolution 2025-01. **Chancey** seconded the motion. **Motion passed unanimously.**

C. Consideration to approve the event calendar for the City of Guyton 2025. **Johnson** made a motion to approve Resolution 2025-01. **Chancey** seconded the motion. **Motion passed unanimously.**

D. Consideration to approve the Georgia Department of Transportation, Transportation Alternatives Program (TAP) memorandum of agreement. **Harville** suggested to table the Georgia Department of Transportation, Transportation Alternatives Program (TAP) memorandum of agreement for further research. **Lee** made a motion to table the memorandum of agreement. **Johnson** seconded the motion. **Motion passed unanimously.**

E. Consideration to accept a \$2,500 donation to the Guyton Police Department from Leadership for the Generations, LLC. **Johnson** made a motion to approve the acceptance of the \$2,500.00 donation to the Guyton Police Department. **Chancey** seconded the motion. **Motion passed unanimously.**



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F. Consideration to approve the purchase of seven (7) laptops for the Guyton Police Department. Chancey made a motion to approve the purchase of seven (7) laptops for the Guyton Police Department. **Chancey** made a motion to approve the purchase. **Johnson** seconded the motion. **Motion passed unanimously.**

G. Consideration of Agreement with Effingham County Tax Commissioner for the collection of Ad Valorem and Property Taxes. **Johnson** made a motion to approve the Agreement with Effingham County Tax Commissioner for the collection of Ad Valorem and Property Taxes. **Lee** seconded the motion. **Motion passed unanimously.**

Dates to Remember

- 🕒 Tuesday, January 14, 2025, Guyton City Council Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- 🕒 Wednesday, January 15, 2025, Downtown Development Authority Meeting at 10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- 🕒 Thursday, January 16, 2025, Bingo at 11:00 A.M. -Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312
- 🕒 Monday, January 20, 2025, Guyton City Hall closed in observance of Martin Luther King Jr. Day
- 🕒 Wednesday, February 12, 2025, Guyton City Council Meeting at 7:00 P.M. – Guyton City Hall, 319 Central Boulevard, Guyton, GA 31312 due to being in Atlanta, GA for Effingham Day

City of Guyton

Andy Harville, Mayor

Attest:

Moses Walker, City Clerk



CITY OF GUYTON

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Moses Walker



**City of Guyton
City Council Public Hearing
Public Hearing and Special Called Meeting
January 15, 2025 — 9:00 AM**

MINUTES OF HEARING

Call to Order — The City Council of Guyton held a public hearing meeting on January 15, 2025, at Guyton City Hall, 310 Central Boulevard, in Guyton. The meeting was called to order by Mayor Andy Harville at approximately 9:00 AM. Mayor Andy Harville, Pro-Tem Michael Johnson, Councilmember Jeremiah Chancey, Councilmember Ted Hamby, Councilmember Joseph Lee were present at this meeting.

Administrative Staff Present — Presiding Officer Raymond Dickey and City Clerk Moses Walker were present.

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

Public Hearing

Public hearing for Bernard Smalls to appeal his termination from the Guyton Police Department.

- Personnel policy allowed Bernard Smalls to submit a statement regarding his appeal but he did not. The city also offered him to allow to appear by zoom. At 9:00 AM Bernard Smalls did not appear. City Council agreed to give him until 9:10 am to appear but he failed to appear. Chief Lundy provided aa brief overview of the case to the council. **Mayor Harville** made a motion to dismiss the appeal due to failure to appear. **Hamby** seconded the motion. **Motion passed unanimously.**

Consideration to Adjourn — Harville made a motion to adjourn. **Chancy** seconded the motion. **Motion passed unanimously.** The meeting adjourned at approximately 9:30 AM.

City of Guyton

Andy Harville, Mayor

Attest:

Moses Walker., City Clerk

DRAFT



**City of Guyton
City Council Meeting
January 21, 2025 — 10:00 AM**

Executive Session Minutes

Call to Order — Mayor Andy Harville called the January 21, 2025, City of Guyton Executive Session referencing interview for the City Manager position to order at approximately 10:00 AM. Mayor Andy Harville, Mayor Pro Tem Michael Johnson, Councilmember Joseph Lee, Councilmember Jeremiah Chancey, and Councilmember Ted Hamby were present at this Executive Session.

Additional Administrative Staff Present — City Clerk Moses Walker was present.

Discussion regarding interview for City Manager position

The HR Group explained the City Manager selection process to the Mayor. The Mayor and City Council conducted the interview with the candidate.

Consideration to move from Executive Session back into the Regular Meeting Chancey made a motion to move from Executive Session back into the Regular Meeting. **Hamby** seconded the motion.

City of Guyton

Andy Harville, Mayor

Attest:

Moses Walker, City Clerk

EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (“Agreement”) is made and entered into this the ___ day of January, 2025, by and between the CITY OF GUYTON, GEORGIA, a municipal corporation, hereinafter called “Employer,” as party of the first part, and WILLIAM LINDSEY, hereinafter called “Employee,” as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employee is an individual who has education, training and experience in local government management; and

WHEREAS, Employer wishes to hire Employee to serve as the City Manager for the City of Guyton, Georgia;

WHEREAS, Employer and Employee desire to enter into this Agreement memorializing the essential terms of William Lindsey’s employment;

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

SECTION 1: DUTIES AND AUTHORITY

Employer hereby agrees to employ William Lindsey as City Manager to perform functions and duties specified in the City of Guyton Charter and Code of Ordinances and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

SECTION 2: TERM AND RENEWAL

A. Employee agrees to remain in the exclusive employ of Employer and neither to accept other employment nor to become employed by any other employer until termination of this Agreement, unless said termination is effected as hereinafter provided. The phrase “exclusive employ” shall not be construed to include occasional teaching, writing, consulting, or military reserve service authorized in accordance with Section 14 of this Agreement provided that such engagements do not interfere with Employee’s ability to satisfy the requirements of Section 12 of this Agreement (Hours of Work).

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 5 of this Agreement.

D. The duration of this agreement shall be from the Effective Date until December 31, 2025, then for a period of one year from January 1, 2026 until December 31, 2026. Thereafter, the term of this agreement shall then automatically renew for successive one-year periods indefinitely on its anniversary date of December 31, of each year, unless either the Employee or the Employer gives the other party written notice of intent not to renew the agreement, in compliance with Section 18, not less than 30 days before the date upon which the agreement would otherwise automatically renew. Notwithstanding the foregoing, this agreement may be terminated earlier in accordance with Sections 3, 4, and/or 5.

SECTION 3: SUSPENSION AND TERMINATION

At any time during the term of this Agreement, upon the affirmative vote of a majority of all its members at a public meeting, the City Council may suspend the Employee with full pay and benefits or may terminate Employee's employment in accordance with any applicable provisions of the City of Guyton's Charter and Code of Ordinances.

SECTION 4: TERMINATION AND SEVERANCE PAY

A. In the event Employee's employment agreement is terminated by the City Council during such time that Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay Employee a severance payment comprised of his accrued paid time off (PTO) (accrued PTO shall mean the amount of unused PTO available to Employee as of the date of termination) plus his aggregate salary (which shall be based on the rate of pay and benefits actually received at the time of termination), benefits, and deferred compensation equal to the following schedule:

After 1 year from the Effective Date: 90 days.

After 2 years from the Effective Date: 120 days.

After 3 years from the Effective Date and thereafter: 180 days.

B. Notwithstanding the provisions of Section 4(A) of this Agreement, in the event the Employee resigns, or in the event Employee is terminated because of a felony criminal conviction, conviction of a crime involving personal gain to Employee, or conviction of a crime involving moral turpitude, then, in that event, Employer shall have no obligation to pay severance under this Section. Moreover, Employer shall have no obligation to pay severance under this Section if Employee is terminated because of violations of the City Charter, City Ordinance, City Employment Handbook, City procurement policy, and/or any other procedures and rules

promulgated by Employer where such violations are not corrected after Employee is disciplined pursuant to the City's progressive disciplinary policy.

SECTION 5: RESIGNATION

In the event Employee voluntarily resigns his position with Employer, the Employee shall give Employer thirty (30) days' notice in advance, unless the parties agree otherwise. Employee shall not be entitled to the severance pay referenced in Section 4 of this Agreement if Employee voluntarily resigns, unless the parties otherwise agree.

SECTION 6: SALARY

Commencing on the Effective Date, Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary of \$95,000.00 per year, payable in accordance with the City of Guyton personnel policy at the same time as the other management employees of the Employer are paid. After 90 days from the Effective Date, if Employee remains in the employ of Employer, his salary shall be increased by 2.5%. Thereafter, Employer may increase Employee's base salary and/or benefits in such amounts and to such extent as the City Council may determine that it is appropriate to do so. Employer shall consider such increases on each annual anniversary of the Effective Date and at such other times as Employer deems appropriate in its sole discretion. Should the Employer give a cost-of-living adjustment ("COLA"), blanket pay increase, and/or incentive/bonus pay to City employees, Employee shall be entitled to receive same.

SECTION 7: INSURANCE

A. Group Health Insurance. The City participates in a group major medical insurance plan and provides this protection for all full-time employees who elect to join the plan. The City agrees to pay 100% of the cost of coverage of such medical insurance for Employee.

B. Vision and Dental Insurance. The City currently provides vision and dental insurance plans for all full-time employees who elect to join the plan. So long as such plan(s) are made available to all full-time City employees, the City agrees to pay 100% of the cost of such coverage for Employee.

C. Life Insurance. The City currently provides a life insurance plan for all full-time employees who elect to join the plan. So long as such plan(s) are made available to all full-time City employees, the City agrees to pay 100% of the cost of such coverage for Employee.

D. Employee shall be eligible to participate in and be covered by the insurance plans referenced in Section 7(A)-(C) beginning on the Effective Date.

SECTION 8: RETIREMENT

The City takes an active role in helping employees prepare financially for their retirement years. The City has established a retirement program. Upon Employee's completion of one year of continuous service to the City, he shall become a participant in the City of Guyton's Retirement Program.

SECTION 9: DUES AND SUBSCRIPTIONS AND SMARTPHONE

A. Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his contribution and full participation in national, regional, state, and local associations, and organizations necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer. Employer also agrees to budget and to pay for dues and associated expenses for Employee to join and/or participate in local civic clubs and/or charitable organizations to facilitate Employee's community connections for the good of the Employer.

B. Employer shall provide Employee with a smartphone to communicate with and on behalf of Employer regarding official City business. The smartphone device shall be property of the City and Employer shall be responsible for all charges associated with the smartphone's use by Employee.

SECTION 10: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel and meetings, adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

SECTION 11: PERFORMANCE EVALUATION

A. The Employer shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation should take place every twelve months from the date of hire, and shall be in accordance with specific criteria developed by the Employer. Said criteria may be added to or deleted from as City Council may from time to time determine in consultation with the Employee.

Further, the Mayor shall provide the Employee with a summary written statement of the findings of the City Council and provide an adequate opportunity for the Employee to discuss his evaluation with the City Council.

B. Annually, the City Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the City Council and Employee mutually agree to abide by the provisions of applicable law.

SECTION 12: HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside of normal office hours to business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule as he shall deem appropriate. However, Employee is generally expected to work from 8:00 a.m. to 4:30 p.m., Monday through Friday. Employee acknowledges and agrees that the City Manager position is a full-time job, and thus he is expected to work a minimum of 40 hours per week for Employer. This 40-hour expectation can be met by performing work for Employer at City Hall or elsewhere, but Employee's work that can be performed at City Hall should be performed at City Hall.

SECTION 13: LEAVE

Employee shall accrue paid time off ("PTO") in accordance with the City of Guyton Employment Handbook. Notwithstanding the foregoing, as an inducement to Employee to become City Manager, upon the Effective Date, Employee shall be deemed to have accrued 15 days of PTO for the 2025 calendar year plus any additional PTO accrued in accordance with the City of Guyton Employment Handbook or other applicable source. In the 2026 calendar year and thereafter, Employee shall be deemed to have accrued a minimum of 25 days of PTO plus any additional PTO accrued in accordance with the City of Guyton Employment Handbook. Employee shall also be entitled to observe all holidays recognized in or in accordance with the City of Guyton Employment Handbook.

SECTION 14: OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities

provide indirect benefits to the Employer and the community, the Employee may, subject to City Council approval, elect to accept limited teaching or consulting opportunities with the understanding that such arrangements shall not interfere with or reduce his dedication to his responsibilities under this Agreement. Employee also may engage in personal business activities provided that such activities do not interfere with or reduce his dedication to his responsibilities under this Agreement.

SECTION 15: INDEMNIFICATION

A. In addition to that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide legal representation at Employer's expense to defend such legal action and Employer may not unreasonably withhold the provision of such representation (provided that Employer shall be entitled to select the legal counsel to be engaged). Legal representation provided by Employer for Employee shall extend until a final termination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties as City Manager, unless the act or omission involved willful or wanton conduct. Any settlement of any claim must be made with prior approval of the Employer or its insurers in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to compromise and settle any indemnified claim. In the event Employee is required to be involved in litigation subsequent to the termination or expiration of this Agreement, as a party, witness or advisor to Employer, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

SECTION 16: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Guyton Charter or any other law.

B. Except as herein provided, all provisions of the City of Guyton Charter and Code of Ordinances, and regulations, policies, and rules of the Employer relating to discipline, PTO, pension system contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer.

SECTION 18: NOTICES

Notices pursuant to this Agreement shall be in writing and addressed as follows, or to such other address or addresses as either Party may from time to time designate by notice to the other Party:

EMPLOYER: Mayor and Council,
City of Guyton
310 Central Blvd.
Guyton, GA 31312

With a copy to: Benjamin M. Perkins
Oliver Maner LLP
218 W. State Street
Savannah, GA 31401

EMPLOYEE: William Lindsey
[REDACTED]
[REDACTED], GA 31401

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 19: GENERAL PROVISIONS

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or

between the parties are merged into and superseded by this Agreement. The Offer Letter signed by the parties is specifically incorporated into this agreement. The parties by mutual written agreement, signed by both parties, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective upon Employee's first date of employment with Employer, which shall be March 3, 2025 (the "Effective Date").

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. **Jurisdiction and Venue.** The Employer and Employee agree that the Superior Court of Effingham County, Georgia shall have jurisdiction over any and all legal and or equitable disputes arising from this Agreement or Employee's employment by Employer, and agree that venue is proper in such forum.

F. **Choice of Law.** This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the City of Guyton, Georgia has caused this Agreement to be signed and executed on its behalf by its Mayor, duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYER:

City of Guyton, Georgia

By: _____

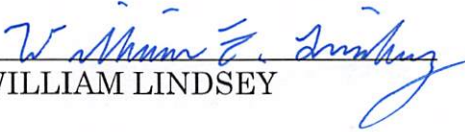
Andy Harville

Mayor, City of Guyton, Georgia

ATTEST:

Moses Walker
City Clerk, City of Guyton, Georgia

EMPLOYEE:



WILLIAM LINDSEY

Approved as to form by:

Benjamin M. Perkins
City Attorney, City of Guyton, Georgia

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NUMBER 2025-03

AN ORDINANCE TO PROVIDE PENALTIES FOR POSSESSION OF MARIJUANA; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

WHEREAS, the City is committed to reducing crime, working to ensure the safety of its citizens, and fostering a relationship of trust and partnership within the community;

WHEREAS, pursuant to O.C.G.A. § 36-32-6, the Municipal Court of the City of Guyton (the “Court”) is vested with jurisdiction to try and dispose of cases where a person is charged with possession of one ounce or less of marijuana when the offense occurs within the corporate limits of the City;

WHEREAS, any fines and bond forfeitures arising from the prosecution of such cases shall be retained by the City pursuant to O.C.G.A. § 36-32-6;

WHEREAS, enactment of an ordinance concerning the offense of simple marijuana possession is intended to enhance public safety and eliminate costs by reducing the amount of time police officers spend in connection with the arrest, processing, and transportation of those accused of simple marijuana possession;

WHEREAS, enactment of an ordinance concerning the offense of simple marijuana possession is further intended to prevent young people from entering the criminal justice system and avoiding the enduring stigma associated therewith; and

WHEREAS, it is not the intent of the City Council to legalize or otherwise decriminalize the possession of marijuana within the corporate limits of the City; and

WHEREAS, it is the desire of the City to specifically provide that a person convicted of possession of one ounce or less of marijuana in violation of this ordinance shall be punished by a fine not to exceed \$50.00, or community service should the Court find financial circumstances so-dictate, and shall not be punished by a term of any imprisonment.

NOW, THEREFORE, IT IS HEREBY ORDAINED 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 Chapter 1-4, Municipal Court, of the Code of the City of Guyton, Georgia be amended by inserting Section 1-4-4 entitled “Marijuana” as follows:

Section 1-4-4. Marijuana. It shall be unlawful for any person to possess one ounce or less of marijuana within the corporate limits of the City of Guyton. Any person found guilty of violating this section shall be punished by a fine not to exceed \$50.00. Where the Municipal Court finds that a defendant is without the financial means to pay a fine, the Municipal Court may direct the defendant to perform community service commensurate with the fine that would otherwise be imposed. In no event shall any person convicted of marijuana possession pursuant to this section be punished by imprisonment for any term. Any defendant charged hereunder with possession of one ounce or less of marijuana shall be entitled, on request, to have the charge against the defendant transferred to the court having general misdemeanor jurisdiction in Effingham County.

Section 2: If any section, clause, sentence, or phrase of this ordinance 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 ordinance.

Section 3: This ordinance shall become effective immediately upon its adoption by the City Council.

Section 4: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this the _____ day of _____, 2025.

CITY OF GUYTON

ANDY HARVILLE, Mayor

ATTEST:

MOSES WALKER, City Clerk



December 23,2024
Andy Harville
City of Guyton
310 Central Blvd.
Guyton Ga, 31312

Thank you for taking time out of your busy schedule to talk with me regarding my concerns with respect to the rising cost of providing collection services. Unfortunately, the rates currently being charged have fallen short of the cost of providing collection services to the town.

Waste Pro is experiencing significant cost increase throughout our supply chain. The cost of industry basics, such as labor, fuel, metal (for trash cans), vehicles, technology, truck parts, landfill increases, and other essential supplies have increased at a rate far outpacing our collection rate adjustment request.

This is not simply a Waste Pro issue or a regional concern. The impact of the driver and laborer shortages continues to spread throughout the United States. All roadway transport industries from over-the-road trucking, gas tankers, rideshare services such as Uber and Lyft as well as hospitality industries such as restaurants, bars, and hotels are feeling the effect.

Waste Pro's labor wages have been affected by the Nationwide shortage of qualified commercial drivers and a regional shortage of laborers. This shortage has been made worse by enhanced governmental assistance programs such as increased unemployment benefits and the disbursement of stimulus checks created during the pandemic continues to have a lingering effect. This has resulted in soaring labor wages in recent years and continues to date.

Waste Pro proactively adjusted labor wages upward to retain current employees and to recruit new employees to both maintain current service levels and account for travel and the lack of any real growth in the area to spread the cost around. The impact of these wage adjustments and related benefits is significant.

For the collection services Waste Pro currently provides to the City of Guyton with residential rate of \$11.29 and recycling rate of \$5.35. At the current rates it leaves a shortfall of \$3.35 cents for each household we service. While significant, it is not out of line with what other nearby communities are currently paying. The City of Rincon just passed a 30% increase to their rates. That rate is now \$19.42 which includes recycling. The City of Springfield current rate is \$10.88. We are asking to increase their rate to \$14.00. Your rate would increase \$16.64 to \$19.99. Without recycling, your rate would be very similar to the City of Springfield. We do believe that it is time to increase rates to be more in line with the actual cost of doing business.

It is our sincere hope that we can arrive at a solution that is satisfactory for all of us as we move forward to navigate these unprecedented effects of this economic situation. I look forward to meeting to discuss these and our request for an additional collection rate increase.

Sincerely,

Joe Matz
Division Manager
Waste Pro of Hilton Head.