



City of Guyton, Georgia  
City Council  
Regular Meeting  
May 11, 2026, at 7:00 P.M.

Guyton City Hall  
310 Central Boulevard  
Guyton, GA 31312

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## AGENDA

1. **Call to Order**
2. **Invocation and Pledge of Allegiance** – Pastor John Andrews, Royal Temple Holiness Church
3. **Consideration to Approve the Agenda**
4. **Consideration to Approve the Minutes**
  - Ⓞ 4/14/26 Regular 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**
  - Ⓞ **Simcoe Investment Group LLC**- Discuss request to amend the Phase I water/sewer service agreement
7. **Old Business**
  - Ⓞ Consideration to approve quote from Shuman Welding and Fabrication in the amount of \$7200.00 and from Lancaster Metalworks, Inc., in the amount of \$10,962.00 for handrails at the old Guyton gymnasium
  - Ⓞ Second reading of Ordinance to adopt the International Property Maintenance Code (IMPC) into the city's code of ordinances

**8. New Business**

- A. Consideration to approve the City of Guyton Police Department vehicle surplus list
- B. Consideration to approve the Streets and Lanes surplus equipment list. All equipment listed has been damaged and in need of repair for some length of time. No current plans to use equipment.
- C. Consideration to approve the appointment of Marshall Reiser to the Downtown Development Authority.
- D. Consideration to approve installation of a “Child At Play” sign at the corner of Magnolia Street and Samuel Smalls Avenue
- E. Consideration to approve Intergovernmental Agreement with City of Springfield for Field Training Officer (FTO) Program Services.

**9. Dates to Remember**

- ☉ **Thursday, May 14 & 28, 2026, Bingo from 11:00 A.M.- 12:00 P.M. – Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312**
- ☉ **Saturday, May 16, 2026, May 23, 2026, May 30, 2026, and June 6, 2026, Guyton Farmers Market from 8:00 A.M. - 12:00 P.M., Guyton Walking Trail**
- ☉ **Wednesday, May 20, 2026, Downtown Development Authority Meeting, 10:00 A.M., Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312**
- ☉ **Wednesday, May 20, 2026, Guyton City Council Budget Retreat, 8:00 A.M.- Honey Ridge Agricultural Center, 477 Honey Ridge Rd, Guyton, GA 31312**
- ☉ **Monday, May 25, 2026, Guyton City Hall will be closed in observance of Memorial Day**
- ☉ **Tuesday, May 26, 2026, Planning and Zoning Board Meeting, 7:00 P.M., Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312**
- ☉ **Tuesday, June 9, 2026, 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.



10 Chatham Center South Dr.  
Suite 100  
Savannah, GA 31405  
Phone: (912) 232-6533  
Fax: (912) 233-4580  
www.emc-eng.com



February 26, 2026

Mayor and City Council  
City of Guyton

**RE: GUYTON STATION SUBDIVISION  
EMC Job #: 21-0001**

Dear Mayor and Council:

Here is a quick project summary for consideration. This project got started in September of 2020 with rezoning and annexation. Surveying, engineering, plan review and approval proceeded after that and plans were approved by the City in January 2022. Construction started immediately after. Phase I of Guyton Station consisted of 45 residential lots and 7 commercial lots. Instructure was built, tested, and accepted by the City. The final plat was approved on 1-11-2024. Homes were constructed. No commercial lots have been developed. As part of Phase I, an approved water and sewer agreement with the City provided water and sewer service capacity for 18,000 GPD for the 45 residential lots and 10,380 GPD for the 7 commercial lots. Phase II infrastructure was also constructed. It was completed, inspected, and tested soon after the Phase I approval. The subdivision plat and other required documents for Phase II consisting of 66 additional residential units were submitted for approval in July 2024. On July 26, 2024 the additional sewer service was also requested for the remaining 66 lots. A sewer request moratorium was put in place around the time of this request. Phase II was not approved by the City only due to lack of capacity in the sewer treatment facility and spray field. Many options have been discussed, preliminary timelines have come and gone, and new options are being considered but still after about 5 ½ years since the start of the project there is no additional sewer available or concrete timeline to get there.

As a partial remedy to this issue while the developer and city wait, the developer is requesting that the original 10,380 GPD allocated for the 7 commercial lots be transferred to Phase II to allow some additional lots to be constructed. The developer has no intention of developing the commercial area at this time. Their priority is the residential subdivision. Once it is developed, and sewer capacity provided, the commercial area can be sold and developed at a later date. Also originally, 400 GPD was used to calculate the sewer use of 18,000 GPD provided for the 45 residential lots in Phase I. A more common estimate for residential use is 300 GPD. Using this lower estimate for the residential and what was estimated for the commercial area, a total of 14,880 GPD or 50 ERUs is available in Phase I that can be transferred to Phase II.

**Excess Residential Sewer Capacity from Phase I:**

Single Family Dwelling per house = 100 gpd excess

For 45 single family dwellings the average daily use excess would =  $45 \times 100 = 4,500$  gpd

**Total: 4,500 gpd (15 ERU)**

**Excess Commercial Sewer Capacity from Phase I(7 Lots):**

(2)Retail: 10 gpd per 100 sq ft  $\approx 13000$  sqft/100=  $130 \times 10 = 1300 \times 2 = 2600$  gpd

(2)Office: 30 gpd per 200 sq ft  $\approx 13000$  sqft/200=  $65 \times 30 = 1960 \times 2 = 3920$  gpd

Fast food (30 seats and 6 employees): 35 gpd per seat and 20 gpd per employee=

$(35 \times 30) + (20 \times 6) = 1170$  gpd

Drug store: 700 gpd per store

Restaurant (70 seats and 10 employees): 35 gpd per seat and 20 gpd per employee=

$(35 \times 70) + (20 \times 10) = 2650$  gpd

**Total commercial demand: 10,380 gpd (35 ERU)**

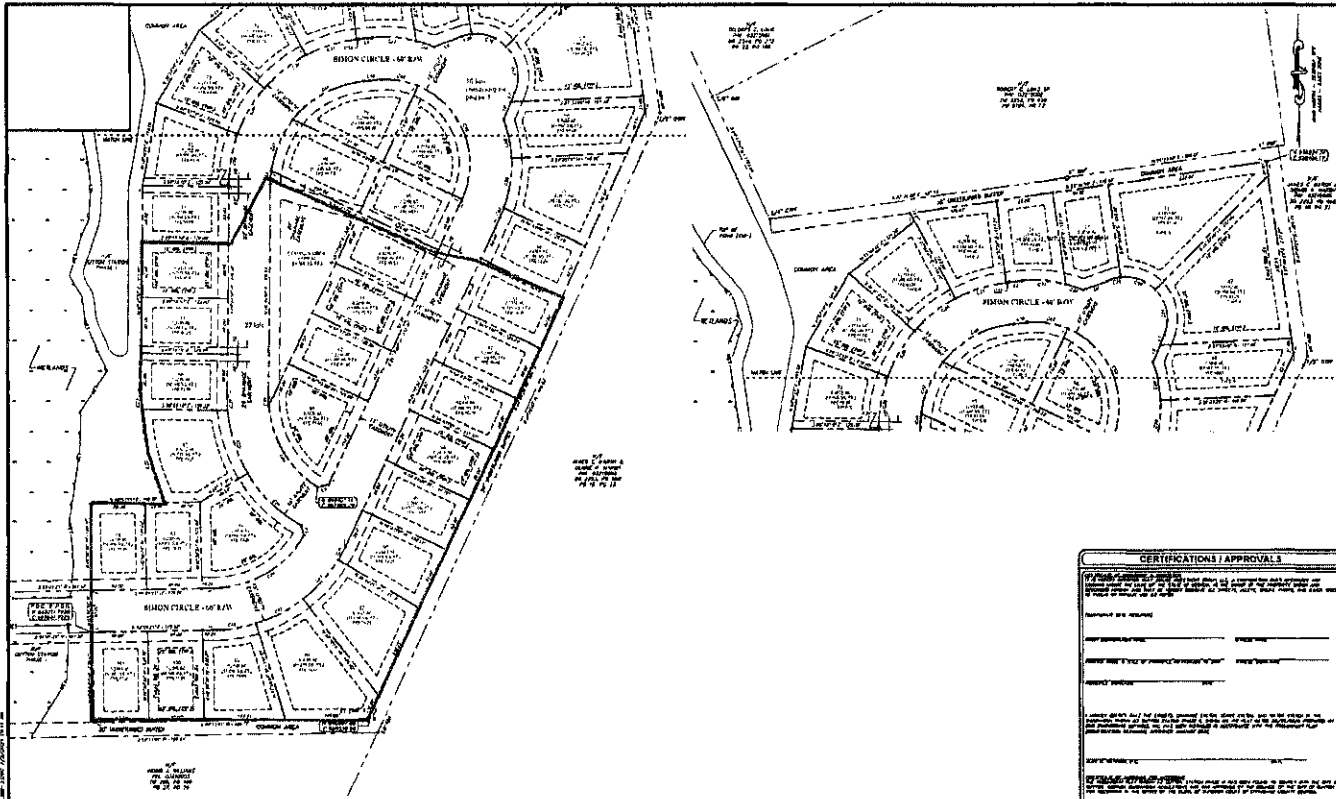
In summary, to give the developer some ability to build homes on previously developed lots, 14,880 GPD or 50 ERUs is requested to be transferred from Phase I to Phase II. The 7 commercial lots will not be developed until additional sewer capacity is available. The 50 residential lots will have a revised subdivision plat submitted for approval as Phase II. The remaining 16 lots will be called phase III and platted later.

Sincerely,

Alec Metzger, P.E.  
Savannah Branch Manager







**SURVEYORS CERTIFICATION**

Accepted by the Georgia Board of Surveying and Mapping, State of Georgia, on 10/15/2010. This plan is a true and correct copy of the original as shown to the Surveyor and is not to be used for any other purpose. The Surveyor is not responsible for any errors or omissions in this plan. The Surveyor is not responsible for any errors or omissions in this plan. The Surveyor is not responsible for any errors or omissions in this plan.

BENCH MARK				ADJACENT PLATS				ADJACENT PLATS				ADJACENT PLATS			
DATE	BY	DESCRIPTION	REMARKS	DATE	BY	DESCRIPTION	REMARKS	DATE	BY	DESCRIPTION	REMARKS	DATE	BY	DESCRIPTION	REMARKS
10/15/2010	J. M. Smith	Survey	Established	10/15/2010	J. M. Smith	Survey	Established	10/15/2010	J. M. Smith	Survey	Established	10/15/2010	J. M. Smith	Survey	Established

**CERTIFICATIONS / APPROVALS**

APPROVED FOR THE SUBDIVISION:

APPROVED FOR THE CITY:

APPROVED FOR THE COUNTY:

**LEGEND**

---	Proposed Right-of-Way	---	Proposed Utility Lines
---	Proposed Easements	---	Proposed Easements
---	Proposed Easements	---	Proposed Easements
---	Proposed Easements	---	Proposed Easements

DATE: \_\_\_\_\_

NO. OF SHEETS: \_\_\_\_\_

EMC ENGINEERING SERVICES, INC.

1075 O. M. DISTRICT

GUYTON STATION - PHASE II

GUYTON, EPHRATAH COUNTY, GEORGIA

SIMCOE INVESTMENT GROUP, LLC

A MAJOR SUBDIVISION PLAT OF

SHEET 3 OF 3

**FIRST AMENDMENT**  
**TO**  
**WATER AND SEWER SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT** (“Amendment”) is entered into as of \_\_\_\_\_, 2026, by and between **SIMCOE INVESTMENT GROUP, LLC**, a Georgia limited liability company (“Developer”), and **CITY OF GUYTON, GEORGIA**, a municipal corporation (the “City”).

**WITNESSETH:**

**WHEREAS**, Simcoe and the City entered into that certain Water and Sewer Service Agreement, dated December 14, 2021 (the “Sewer Agreement”) for the provision of water and sewer services to certain real property owned by Developer generally known as Guyton Station, Phase 1 (the “Development”); and

**WHEREAS**, the Sewer Agreement provided water and sanitary sewer capacity for Phase 1 of the Development and agreed to provide future service to Phases 2 and 3 of the Development upon written amendment to the Sewer Agreement;

**WHEREAS**, Simcoe constructed Guyton Station, Phase 1 as shown on that plat entitled “A Major Subdivision Plat of Guyton Station – Phase 1, 10<sup>th</sup> G.M. District, Effingham County, Georgia”, prepared by Jimmy R. Toole, G.R.L.S. No. 3119, dated January 26, 2023 and recorded in Plat Book 29, page 753, Effingham County, Georgia records (the “Phase 1 Plat”);

**WHEREAS**, the Phase 1 Plat includes Commercial Lot 1, which Simcoe intended to subdivide into approximately 7 commercial building lots, and for which water and sanitary sewer capacity in the amount of 10,380 gpd was reserved under the Sewer Agreement;

**WHEREAS**, the City issued a land disturbance permit for the construction of infrastructure in Guyton Station, Phases 2 and 3, and Developer constructed said infrastructure in reliance on said permit, including the installation of a regional sanitary sewer pump station for the use of the Development and other properties, as shown on that combined plat entitled “A Major Subdivision Plat of Guyton Station – Phase II, 10<sup>th</sup> G.M. District, Effingham County, Georgia”, prepared by Jimmy R. Toole, G.R.L.S. No. 3119, dated June 26, 2024, a marked copy of which is attached hereto as **Exhibit “A”** (the “Phase II Plat”);

**WHEREAS**, the City has been unable to provide sanitary sewer service to Guyton Station, Phase II consisting of 66 residential or equivalent residential units, as shown on the Phase II Plat;

**WHEREAS**, Developer and the City desire to transfer sanitary sewer capacity in the amount of 10,380 gpd reserved in the Sewer Agreement for Commercial Lot 1 (i.e. seven (7) commercial lots) in Guyton Station, Phase 1 to specific residential lots in Guyton Station, Phase II;

**WHEREAS**, Developer and the City desire to re-calculate the capacity required for the residential lots in Guyton Station, Phase 1 by requiring 300 gpd per lot, rather than the 400 gpd

per lot originally utilized, thus making available 4,500 gpd for residential lots in Guyton Station, Phase II;

**WHEREAS**, Simcoe and the City desire to enter into this Amendment for the purpose of evidencing their mutual understanding and agreement regarding said transfers as more specifically set forth below;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Simcoe and the City hereby agree to release water and sanitary sewer capacity reserved for Commercial Lot 1 in the Sewer Agreement in the amount of 10,380 gpd and water and sanitary sewer capacity reserved for residential lots in Guyton Station, Phase 1 in the amount of 4500 gpd for total release of 14,880 gpd. Commercial Lot 1 shall still be included in the Sewer Agreement and the City shall provide water and sewer capacity to Commercial Lot 1 as soon as available without further amendment hereto.

2. Simcoe and City hereby agree to provide available water and sanitary sewer capacity in the amount of 14,880 gpd for Lots 36-63, 64-70, 81-84, and 91-101, Guyton Station, Phase II (50 lots), which are shown in red on the draft of the Phase II Plat attached hereto as **Exhibit "A"**. The remaining residential lots on the Phase II Plat shall be included in the Sewer Agreement and the City shall provide water and sewer capacity to said residential lots as soon as available without further amendment hereto.

3. Any capitalized terms herein which are not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

4. Except as otherwise specifically amended herein, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, Simcoe and The City have caused this Amendment to be executed under seal as of the day and year first above written.

**SIMCOE:**

**SIMCOE INVESTMENT GROUP, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_  
William Clayton Price, as Manager

**THE CITY:**

**THE CITY OF GUYTON, GEORGIA**

By: \_\_\_\_\_  
Andy Harville, Mayor, City of Guyton

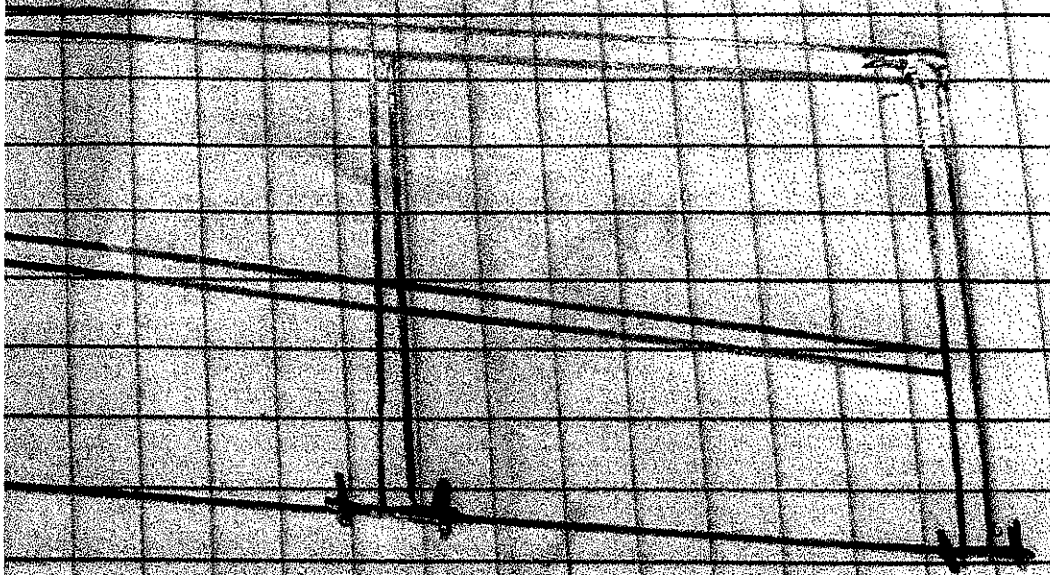
Attest: \_\_\_\_\_  
Moses Walker, City Clerk, City of Guyton

**EXHIBIT "A"**

4907-1419-6119, v. 1

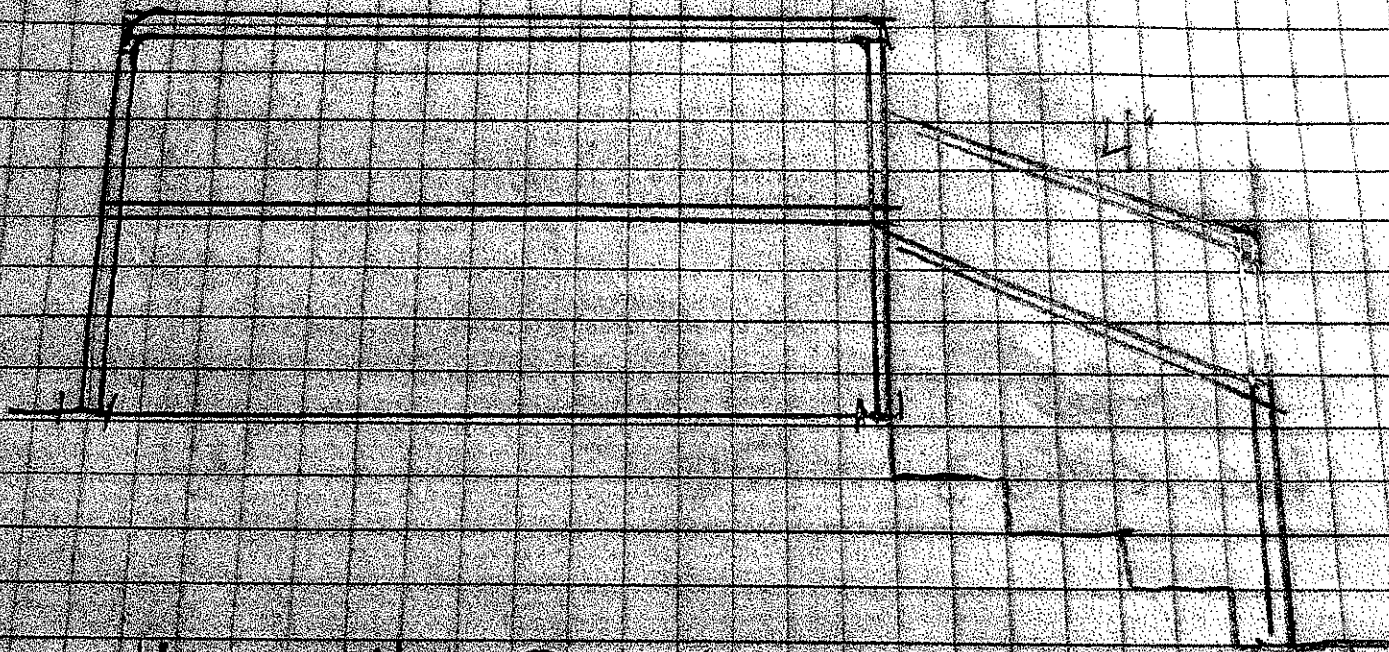


AV



Ramp

4'6"



Handrails for steps

Lancaster Metalworks, Inc.  
 Custom Fabrication\* Welding\* Powder Coating  
 117 West Central Avenue  
 Guyton, Georgia 31312  
 Office: 912-519-0537  
 Cell: 912-660-9091  
 keith@lancastermetalworks.com

# Estimate

DATE	ESTIMATE...
3/10/2026	6712

NAME / ADDRESS
City of Guyton-Maintenance



DESCRIPTION	QTY	COST	TOTAL
Civic Center Furnish labor and material to fabricate, powder coat and install handrails on front handicap ramp approximately 50'		7,250.00	7,250.00T
Civic Center Furnish labor and material to fabricate, powder coat and install handrails on side steps approximately 20'		2,900.00	2,900.00T
State Sales Tax		8.00%	812.00
Any questions, call Keith at 912-519-0537 Estimate Valid for 30 Days After Issue		<b>TOTAL</b>	<b>\$10,962.00</b>

**CITY OF GUYTON  
STATE OF GEORGIA**

**ORDINANCE NO. 2026-03**

**AN ORDINANCE TO AMEND CHAPTER 8 ARTICLE II OF THE CODE OF THE CITY OF GUYTON, GEORGIA TO ADD SECTION 8-23 ADOPTING OPTIONAL STATE BUILDING CODES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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

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

**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.** Chapter 8, Article II of the Code of Ordinances of the City of Guyton, Georgia is hereby amended by adding Section 8-23 as follows:

**Sec. 8-23. – Optional state codes adopted.**

In addition to the mandatory state minimum standard codes enumerated in O.C.G.A. §§ 8-2-20(9)(B)(i)(I) through (9)(B)(i)(VIII), the optional state minimum standard code enumerated in O.C.G.A. § 8-2-20(9)(B)(i)(X), commonly known as the International Property Maintenance Code, is hereby adopted and shall be enforced in accordance with the procedures set forth in this article. The state minimum standard code adopted in this section shall mean the current edition of such code as adopted by the Department of Community Affairs, including any new edition of such code and any revisions or amendments thereto adopted by the Department of Community Affairs pursuant to O.C.G.A. §§ 8-2-23(a) and (b).

**SECTION 2.** If any section, clause, or 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 effect the validity of the remaining portions of this ordinance.

**SECTION 3.** This ordinance shall become effective immediately upon its adoption by the Mayor and City Council.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED, this \_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF GUYTON, GEORGIA**

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ANDY HARVILLE, Mayor

**ATTEST:**

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MOSES WALKER, City Clerk



## Guyton Police Department

505 Magnolia Street  
Guyton, Georgia 31312  
Phone: (912) 772-8745 / Fax: (912) 772-8761  
Kelphie K. Lundy  
Chief of Police



Date: May 5, 2026

Dear Mayor & Council & City Manager,

Please see below the list of vehicles being recommended for surplus from the Guyton Police Department's fleet:

Year	Make / Model	Color	Mileage	VIN	Notes
2013	Ford F-150	Red	New Motor	1GNMCAE09AR109908	Recommended for surplus due to age and condition
2008	Ford Expedition	Black	117,027	1FMFU15598LA76282	Recommended for surplus due to age and condition
2019	Dodge Charger	White	137,672	2C3CDXKT2KH582428	Recommended for surplus due to age and condition
2019	Dodge Charger	White	121305	2C3CDXKT0KH535723	Recommended for surplus due to age and condition
2019	Dodge Charger	White	113191	2C3CDXKT0KH647650	Recommended for surplus due to age and condition
2019	Dodge Charger	White	114708	2C3CDXKTXKH582435	Recommended for surplus due to age and condition

These vehicles have exceeded their useful service life for patrol or administrative use and are no longer cost-effective to maintain inactive-duty status. I respectfully request approval to designate these vehicles as surplus property.

Please let me know if any additional documentation or inspection information is needed to proceed with the surplus process.

Respectfully,  
*Kelphie K. Lundy*  
Chief Kelphie K. Lundy

## Repurposed Equipment

Bush Hog 84' inch

Bush Hog 60' inch

John Deer Z960m

Vemeer BC25A

Kubota ZD 326

SPRECO Sewer Cleaner

## Moses Walker

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**From:** Downtown Development Authority  
**Sent:** Monday, May 4, 2026 11:36 PM  
**To:** Bill Lindsey  
**Cc:** Moses Walker; Downtown Development Authority  
**Subject:** Recommendation For DDA Board Appointment - Marshall Reiser  
**Attachments:** DDA Member App - Reiser - 4.15.2026 - CITY OF GUYTON.pdf

Hello Bill:

During the April 29th, 2026, DDA meeting, the Board reviewed a DDA Board membership application submitted by Mr. Marshall Reiser, the co-owner of Reiser & Reiser, LLC. After reviewing and discussing Mr. Reiser's application, the Board unanimously voted to accept his application for membership. Mr. Reiser will bring a lot of knowledge and insight to the DDA Board. He is a Guyton native and resident, a Guyton business owner, and a former Guyton City Councilman. Additionally, Mr. Reiser previously served on the DDA Board for a brief period during his term as a City Council member. Moreover, Mr. Reiser meets the requirements of the State of Georgia for DDA board membership.

As a result, it is a pleasure for the DDA Board to submit Mr. Reiser's name to Guyton's City Council as a recommendation for appointment to Guyton's DDA Board. The DDA Board asks that our recommendation for appointment be added to the City Council's May 13, 2026, meeting agenda for discussion and approval. To provide additional information regarding our recommendation of Mr. Reiser, his application for DDA membership has been attached to this email.

Thank you for your attention to this matter.

**Dr. Miller Barger, Jr.**  
Chairman, Guyton DDA



**Downtown Development Authority (DDA) of Guyton, Georgia**  
**Prospective Board Member Application**

**1. Applicant Information**

Full Name: Thomas Marshall Reiser

Home Address: 506 Central Blvd

City/State/Zip: Guyton GA 31312

Phone: 404 502 8114

Email: thomasreiser@gmail.com

Business Name (if applicable): Reiser + Reiser CPA's

Business Address: 108 Central Blvd

Business Role/Title: Member / CPA

Are you a property owner or business owner within the DDA district?

Yes       No

If yes, please provide address(es):

108 Central Blvd

200 Central Blvd

Length of residency or business operation in the community:

20+ yrs

## 2. Interest in Serving

Why are you interested in serving on the Downtown Development Authority Board?  
(Attach additional pages if needed.)

To continue progress in making downtown  
more attractive for new business growth

## 3. Relevant Experience & Expertise

Please indicate your areas of experience (check all that apply):

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Economic Development     | <input checked="" type="checkbox"/> Public Policy / Government |
| <input checked="" type="checkbox"/> Commercial Real Estate   | <input type="checkbox"/> Legal                                 |
| <input type="checkbox"/> Urban Planning / Land Use           | <input type="checkbox"/> Construction / Infrastructure         |
| <input checked="" type="checkbox"/> Finance / Accounting     | <input type="checkbox"/> Community Engagement                  |
| <input checked="" type="checkbox"/> Small Business Ownership | <input type="checkbox"/> Grant Writing / Fund Development      |
| <input checked="" type="checkbox"/> Nonprofit Governance     | <input checked="" type="checkbox"/> Strategic Planning         |
| <input type="checkbox"/> Marketing & Branding                | <input type="checkbox"/> Other:                                |

Describe your professional background and how it prepares you to serve on the DDA Board:

CPA - experience with accounting, finance  
+ non profit activities/reporting

Board or Civic Experience (past or present):

Organization | Role | Dates Served

New Ebenezer Retreat Center	Treasurer	20+ yrs
Trenton House @ New Ebenezer	Treasurer	20+ yrs

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### 3. Community Commitment

Describe your involvement in the local community:

Church

Scouts

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### 5. Governance & Accountability

DDA Board Members are expected to:

- Attend regular and special meetings
- Review financial statements and budgets
- Participate in strategic planning
- Uphold ethical standards and conflict-of-interest policies
- Support capital improvement and economic revitalization initiatives

Are you able to commit to attending regular meetings (typically monthly) and committee assignments?

Yes       No

Do you have any potential conflicts of interest that should be disclosed?

Yes (please explain)       No

Explanation (if applicable):

ownership of properties within DDA boundaries

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### 6. References

Please provide two professional or community references.

**Reference #1**

Name: Tom Barnes

Relationship: Friend / Church

Phone/Email: 757. 477. 2599

**Reference #2**

Name: Hursula Pelote

Relationship: Friend

Phone/Email: 912. 667. 1955

**7. Certification**

I certify that the information provided in this application is accurate and complete to the best of my knowledge. I understand that appointment to the Downtown Development Authority (DDA) of Guyton, Georgia's Board carries fiduciary, legal, and ethical responsibilities.

Signature: Tom Rigg

Date: 4.15.26

## INTERGOVERNMENTAL AGREEMENT

### FIELD TRAINING OFFICER (FTO) PROGRAM SERVICES

This Intergovernmental Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF SPRINGFIELD, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through the Springfield Police Department (hereinafter “Springfield”), and the **CITY OF GUYTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through the Guyton Police Department (hereinafter “Guyton”). Springfield and Guyton may be referred to individually as a “Party” and collectively as the “Parties.”

#### RECITALS

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and O.C.G.A. § 36-69-1 *et seq.* authorize political subdivisions of the State of Georgia to contract with one another for the joint provision of services and facilities; and

**WHEREAS**, Guyton has hired or will hire new police officers who must complete a structured Field Training Officer (FTO) program in order to perform their duties competently and in accordance with applicable Georgia Peace Officer Standards and Training Council (POST) requirements; and

**WHEREAS**, Guyton does not presently maintain an in-house FTO program of sufficient size or capacity to train its newly hired officers; and

**WHEREAS**, Springfield maintains a structured FTO program staffed by experienced certified peace officers and is willing, subject to the terms and conditions set forth herein, to allow Guyton’s newly hired officers to participate in Springfield’s FTO program; and

**WHEREAS**, the Parties have determined that this partnership is both necessary and beneficial to ensure that Guyton’s officers receive structured and professional field training, and that the citizens of both communities will be better served as a result; and

**WHEREAS**, the Parties desire to set forth in writing the terms, conditions, responsibilities, and financial obligations governing this cooperative training arrangement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. RECITALS INCORPORATED.** The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

**2. PURPOSE.** The purpose of this Agreement is to establish the terms under which Springfield will permit newly hired Guyton police officers (each, a “Trainee”) to participate in Springfield’s FTO program in order to receive structured field training under the supervision of Springfield’s certified Field Training Officers.

**3. TERM.** This Agreement shall become effective on the date last signed below (the “Effective Date”) and shall continue in full force and effect for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the expiration of the then-current term. Either Party may terminate this Agreement as provided in Section 13 below.

**4. PROGRAM DURATION PER TRAINEE.** The standard duration of field training for each Trainee is approximately two (2) months, subject to extension or early termination at the sole discretion of Springfield as set forth in this Agreement.

**5. ACCEPTANCE AND TERMINATION OF TRAINEES.** Springfield, acting through its Chief of Police, shall have sole and exclusive discretion regarding the acceptance, scheduling, continuation, or termination of any Trainee in the FTO program. Without limiting the foregoing:

- (a) Springfield reserves the right to accept or decline any Trainee at its sole discretion, with or without cause.
- (b) Springfield may, at any time and at its sole discretion, terminate, suspend, or remove a Trainee from the FTO program, with or without cause and without prior notice.
- (c) Springfield’s decision to decline, terminate, suspend, or remove a Trainee shall not constitute a breach of this Agreement and shall not give rise to any claim by Guyton or by the affected Trainee against Springfield.

**6. SUPERVISION AND CONTROL.** While a Trainee is assigned to and participating in Springfield’s FTO program, the Trainee shall be subject to the direction, supervision, policies, procedures, rules, and orders of the Springfield Police Department. Guyton shall have **no** supervisory control or operational authority over the Trainee during such assignment. Guyton shall not direct the day-to-day activities of any Trainee while the Trainee is assigned to Springfield.

**7. TEMPORARY SWORN STATUS.** Each Trainee shall be temporarily sworn in as a Springfield police officer for the duration of his or her participation in Springfield’s FTO program. Such temporary sworn status shall automatically terminate upon the Trainee’s completion, removal, or termination from the FTO program. Trainees shall comply with all oaths, codes of conduct, and standards applicable to Springfield police officers during the period of temporary sworn status.

**8. UNIFORMS AND IDENTIFICATION.** Trainees shall wear Springfield-issued uniform shirts while assigned to Springfield's FTO program in order to clearly identify them as operating under Springfield's authority. Guyton shall be responsible, at its sole cost and expense, for procuring and providing such uniform shirts and any other uniform components, equipment, or identification required by Springfield.

**9. COSTS AND REIMBURSEMENT.** Guyton shall be responsible for, and shall pay or reimburse Springfield for, all costs associated with each Trainee's participation in Springfield's FTO program, including, but not limited to, applicable insurance, uniforms, equipment, and FTO supplemental pay as further described below.

**9.1 FTO Supplemental Pay.** Springfield pays each of its officers serving as a Field Training Officer an additional Two and 00/100 Dollars (\$2.00) per hour for time spent performing FTO duties. Guyton shall reimburse Springfield for this supplemental pay for each Springfield FTO assigned to a Guyton Trainee.

**9.2 Calculation.** The reimbursement amount is calculated based on eighty-six (86) hours bi-weekly, equating to One Hundred Seventy-Two and 00/100 Dollars (\$172.00) per pay period, or Three Hundred Forty-Four and 00/100 Dollars (\$344.00) per month, per Trainee in active training. The estimated total reimbursement per Trainee for the standard two (2) month program is Six Hundred Eighty-Eight and 00/100 Dollars (\$688.00), exclusive of insurance, uniforms, and any other costs.

**9.3 Invoicing and Payment.** Springfield shall submit an itemized invoice to Guyton at the end of each calendar month in which a Guyton Trainee is enrolled in the FTO program. Guyton shall pay each undisputed invoice within thirty (30) days of receipt. Any amount not paid when due shall accrue interest at the rate of one percent (1%) per month or the maximum rate permitted by law, whichever is less, until paid in full.

**9.4 Other Costs.** Guyton shall additionally bear all other costs associated with the placement of each Trainee, including but not limited to insurance coverage referenced in Section 10, uniforms and equipment referenced in Section 8, and any travel, lodging, or incidental expenses incurred by the Trainee.

**10. INSURANCE.** Guyton shall, at its sole cost and expense, maintain in full force and effect during the term of this Agreement and during each Trainee's participation in the FTO program: (a) workers' compensation insurance covering each Trainee in amounts required by Georgia law; (b) law enforcement professional liability insurance covering the acts and omissions of each Trainee; and (c) general liability insurance in commercially reasonable amounts. Upon request, Guyton shall provide Springfield with certificates of insurance evidencing the foregoing coverages and naming the City of Springfield as an additional insured to the extent permitted under the applicable policies.

**11. WAIVER OF CLAIMS; RELEASE.** To the fullest extent permitted by law, Guyton, on behalf of itself and its Trainees, hereby waives, releases, and discharges Springfield, its officials, officers, employees, agents, and volunteers from any and all claims, demands, causes of action, damages, costs, and expenses (including reasonable attorneys' fees) of any kind whatsoever arising out of or related to the training, instruction, evaluation, supervision, acceptance, or termination of any Trainee under this Agreement, including, without limitation, any claim relating to training outcomes, the adequacy or sufficiency of training, performance evaluations, or the decision to decline, terminate, suspend, or remove a Trainee. Nothing in this Section shall be construed as a waiver of sovereign immunity or any other immunity, defense, or limitation of liability available to either Party under Georgia law.

**12. INDEMNIFICATION.** To the extent permitted by Georgia law and without waiver of sovereign immunity, each Party shall be responsible for the negligent or wrongful acts or omissions of its own officers, officials, employees, and agents. Guyton agrees that Trainees shall remain employees of Guyton for purposes of compensation, retirement, and employee benefits, and Guyton shall be responsible for all such obligations to its Trainees. Nothing in this Agreement shall be construed to create an employment relationship between Springfield and any Trainee for purposes of compensation, retirement, or employee benefits.

**13. TERMINATION.** Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other Party. Notwithstanding the foregoing, Springfield may immediately terminate any individual Trainee's participation in the FTO program as provided in Section 5. Upon termination of this Agreement, Guyton shall remain obligated to reimburse Springfield for all amounts due and owing through the effective date of termination.

**14. INDEPENDENT GOVERNMENTAL ENTITIES.** The Parties are independent governmental entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the Parties. Neither Party shall have authority to bind the other except as expressly provided herein.

**15. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when (a) personally delivered, (b) sent by certified mail, return receipt requested, or (c) sent by reputable overnight courier, in each case to the addresses set forth below or such other address as a Party may designate by written notice:

**If to Springfield:**

Springfield Police Department  
Attn: Chief of Police  
130 S. Laurel Street  
Springfield, Georgia 31329

**If to Guyton:**

Guyton Police Department  
Attn: Chief of Police  
319 Central Blvd.  
Guyton, Georgia 31312

**16. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the Superior Court of Effingham County, Georgia.

**17. ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, negotiations, representations, and agreements, whether oral or written. This Agreement may be amended only by a written instrument duly executed by both Parties.

**18. SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

**19. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means (including PDF) shall be deemed valid and binding.

**20. AUTHORITY.** Each Party represents and warrants that the individual executing this Agreement on its behalf has full power and authority to do so and that this Agreement has been duly authorized by all necessary governmental action.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date last signed below.

**SPRINGFIELD, GEORGIA**

\_\_\_\_\_  
Ricky Eilerman, Mayor

Attest:

\_\_\_\_\_  
Jennifer Smith, City Clerk

**GUYTON, GEORGIA**

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

Attest:

\_\_\_\_\_  
Moses Walker, City Clerk

