



**City of Guyton, Georgia
City Council
Public Hearing and Special Called Meeting
September 24, 2025 at 6:00 P.M.**

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

AGENDA

- 1. Call to Order**
- 2. Consideration to set the Millage Rate for 2025 for the City of Guyton**
- 3. Consideration to approve the requested match for the Georgia Hi-Lo Trail, Governor's Outdoor Stewardship Program Grant Application; amount to be determined**
- 4. Consideration to approve the Memorandum of Agreement between the Georgia Department of Transportation and the City of Guyton**
- 5. Date to Remember**
 - ☉ Tuesday, October 8, 2025, Guyton City Council Meeting, at 7:00 P.M. –Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312**
- 6. Consideration to Adjourn**

**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 Seven Hundred and Forty-One Thousand and Three hundred Fifty-Nine and 71/100 (741,359.71) 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 Hundred 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

This Agreement, approved by the
City of Guyton, the _____

Attest

Name and Title

FEIN: _____

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

EXAMPLES AND FORMATS FOR FIVE YEAR HISTORY

#1 - County

This 5 Year History format may be used by the County when the Unincorporated and Incorporated net millage rates for M&O purposes are different for any year that is required to be shown on the NOTICE. Formulas have been built into the format which will automatically calculate the totals and the dollar (\$) and percentage (%) increase upon input of the necessary digest information in the shaded fields.

NOTICE									
<p>The (<u>County Name</u>) County Board of Commissioners does hereby announce that the millage rate will be set at a meeting to be held at the (<u>Place of Meeting</u>) on (<u>Date of Meeting</u>) at (<u>Time of Meeting</u>) and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.</p>									
CURRENT 2025 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY									
U N I N C O R P O R A T E D A R E A	UNINCORPORATED		2020	2021	2022	2023	2024	2025	
	V A L U E	Real & Personal							
		Motor Vehicles							
		Mobile Homes							
		Timber - 100%							
		Heavy Duty Equipment							
		Gross Digest							
		Less Exemptions							
		NET DIGEST VALUE							
	R A T E	Gross Maintenance & Operation Millage							
		Less Rollbacks (Local Option Sales Tax & Insurance Premium)							
		NET M&O MILLAGE RATE							
	TAX	NET M&O TAXES LEVIED							
	I N C O R P O R A T E D	INCORPORATED		2020	2021	2022	2023	2024	2025
		V A L U E	Real & Personal						
Motor Vehicles									
Mobile Homes									
Timber - 100%									
Heavy Duty Equipment									
Gross Digest									
Less Exemptions									
NET DIGEST VALUE									
R		Gross Maintenance & Operation Millage							

A R E A	A T E	Less Rollback (Local Option Sales Tax)						
		NET M&O MILLAGE RATE						
	TAX	NET M&O TAXES LEVIED						
TOTAL COUNTY		TOTAL COUNTY	2020	2021	2022	2023	2024	2025
		TOTAL DIGEST VALUE						
		TOTAL M&O TAXES LEVIED						
		Net Tax \$ Increase						
		Net Tax % Increase						

#2 - County

This 5 Year History format should be used by the County when both the Unincorporated and Incorporated net millage rates for M&O purposes are the same for all years that are required to be shown on the NOTICE. Formulas have been built into the format which will automatically calculate the totals and the dollar (\$) and percentage (%) increase upon input of the necessary digest information in the shaded fields.

NOTICE								
The City of Guyton does hereby announce that the millage rate will be set at a meeting to be held in the Council Chambers at the Guyton City Hall on Wednesday, September 24 at 6:00 PM and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.								
CURRENT 2025 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY								
C o u n t y w i d e A r e a	COUNTY WIDE		2020	2021	2022	2023	2024	2025
	V A L U E	Real & Personal	56,547,038	66,764,835	82,693,791	107,561,714	127,027,769	156,983,927
		Motor Vehicles	1,056,680	983,580	858,850	745,520	745,930	786,360
		Mobile Homes	567,284	581,366	669,141	644,959	644,959	854,763
		Timber - 100%	0	0	0	0	0	0
		Heavy Duty Equipment	0	0	0	0	0	0
		Gross Digest	58,171,002	68,329,781	84,221,782	108,952,193	128,418,658	158,625,050
		Less Exemptions	1,662,757	2,380,229	2,759,902	3,595,288	5,226,923	13,788,736
		NET DIGEST VALUE	56,508,245	65,949,552	81,461,880	105,356,905	123,191,735	144,836,314
	R A T E	Gross Maintenance & Operation Millage	8.4520	5.3680	5.2310	4.0110	4.0300	6.9260
		Less Rollback (Local Option Sales Tax)	4.8860	2.1340	2.3020	1.7110	1.8900	4.8010
		NET M&O MILLAGE RATE	3.5660	3.2340	2.9290	2.3000	2.1400	2.1250
	TAX	TOTAL M&O TAXES LEVIED	\$201,508	\$213,281	\$238,602	\$242,321	\$263,630	\$307,777
		Net Tax \$ Increase	\$7,025	\$11,772	\$25,321	\$3,719	\$21,309	\$44,147
		Net Tax % Increase	3.61%	5.84%	11.87%	1.56%	8.79%	16.75%

#3 - School

This 5 Year History format should be used by the School when advertising the required information for M&O purposes. Formulas have been built into the format which will automatically calculate the totals and the dollar (\$) and percentage (%) increase upon input of the necessary digest information in the shaded fields.

NOTICE

The **(County Name)** County Board of Education does hereby announce that the millage rate will be set at a meeting to be held at the **(Place of Meeting)** on **(Date of Meeting)** at **(Time of Meeting)** and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2025 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

BOARD OF EDUCATION		2020	2021	2022	2023	2024	2025
V A L U E	Real & Personal						
	Motor Vehicles						
	Mobile Homes						
	Timber - 100%						
	Heavy Duty Equipment						
	Gross Digest						
	Less Exemptions						
	NET DIGEST VALUE						
R A T E	MILLAGE RATE (Maintenance & Operation)						
TAX	TOTAL M&O TAXES LEVIED						
	Net Tax \$ Increase						
	Net Tax % Increase						