



**City of Guyton, Georgia  
City Council  
Regular Meeting  
June 9, 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 Lon Harden, Macedonia Baptist Church
3. **Guyton City Council Official Oath of Office** – Councilmember Mary Woods
4. **Consideration to Approve the Agenda**
5. **Consideration to Approve the Minutes**
  - ☉ 5/11/26 Regular 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
☉ Downtown Development	Miller Barger, Jr.
☉ Streets and Lanes	Jimmie Hill
7. **Public Participation**

No individuals requested to participate
8. **Old Business**

**9. New Business**

- A. Consideration to approve the reappointment of Rebecca Boston to serve on the CRC Council
- B. Consideration to approve the event agreement for the Chiefs Motorcycle Club, July 4, 2026, Freedom Rally Car and Bike Show to be held in the City of Guyton
- C. Consideration of the lease agreement with the Effingham Elite Volleyball Team for the use of the old Guyton School gymnasium
- D. Consideration to bank the supplemental LMIG Funds for future use.
- E. Consideration to approve the renewal agreement with Right Spot for GIS Services
- F. Consideration to approve the change of scope concerning the CDBG drainage project
- G. Discussion concerning the need for submitting Requests For Qualifications for Municipal Court Public Defender
- H. Set dates for required public hearing and special called meeting to approve the Fiscal Year 2027 Budget

**10. Dates to Remember**

- Ⓢ **Saturday, June 6, 2026, June 13th, 20th, and 27th, July 4th and 11th, 2026, Guyton Farmers Market from 8:00 A.M. - 12:00 P.M., Guyton Walking Trail**
- Ⓢ **Thursday, June 11, 2026, Bingo from 11:00 A.M.- 12:00 P.M. – Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312**
- Ⓢ **Thursday, June 11, 2026, Kona Chalk and Ice Festival from 5:30 P.M.-7:30 P.M., Guyton Walking Trail, Guyton, GA 31312**
- Ⓢ **Wednesday, June 17, 2026, Downtown Development Authority Meeting, 10:00 A.M., Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312**
- Ⓢ **Thursday, June 18, 2026, Annual Chamber of Commerce Banquet @ 5:00 P.M., Stillwell Pines**
- Ⓢ **Friday, June 19, 2026, Guyton City Hall will be closed in observance of Juneteenth. The office will reopen on June 22, 2026, at 8:00 A.M.**
- Ⓢ **Tuesday, June 23, 2026, Planning and Zoning Meeting at 7:00 P.M.—Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312**
- Ⓢ **Friday, July 3, 2026, Guyton City Hall will be closed in observance of Independence Day. The office will reopen on July 6, 2026 for business.**
- Ⓢ **Tuesday, July 14, 2026, Guyton City Council Meeting at 7:00 P.M. --- Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312**

11. Consideration to move from the Regular Meeting to an Executive Session regarding Real Estate.
12. Consideration to move from Executive Session back to the Regular Meeting.
13. Consideration to take any action if needed from the Executive Session.
14. Consideration to adjourn

# OATH OF OFFICE

## CITY OF GUYTON

STATE OF GEORGIA  
COUNTY OF EFFINGHAM

I do solemnly (swear) (affirm) that I will faithfully perform the duties of the office of (councilmember) of this city and that I will support and defend the charter thereof as well as the Constitution and laws of the State of Georgia and of the United States of America. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I am by the laws of the State of Georgia prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I have been a resident of the City of Guyton for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interest of the City of Guyton to the best of my ability without fear, favor, affection, reward, or expectation thereof.

Sworn to and subscribed before me this

\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Official's Printed Name)

My commission expires: \_\_\_\_\_



# CITY OF GUYTON

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

www.cityofguyton.com

*Working Together to Make a Difference*

**Mayor**  
Andy W. Harville  
**City Manager**  
Bill Lindsey  
**City Clerk**  
Moses Walker

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## City of Guyton Regular Meeting May 11, 2026 — 7:00 PM

### MINUTES OF MEETING

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**Call to Order** — The meeting was called to order by Mayor Andy Harville at 7:02 PM. Councilmember Joseph Lee, Councilmember Michael Johnson, and Councilmember Jeremiah Chancey were present at this meeting.

**Additional Administrative Staff Present** — City Manager Bill Lindsey, City Attorney Ben Perkins, and City Clerk Moses Walker were present

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

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**Invocation and Pledge of Allegiance**— **Pastor John Andrews, Royal Temple Holiness Church**, led the invocation.

**Pledge of Allegiance** ---- The Pledge of Allegiance was led by **Pastor John Andrews, Royal Temple Holiness Church**

**Consideration to approve the agenda**—**Councilmember Michael Johnson** made a motion to approve the agenda. **Councilmember Jeremiah Chancey** seconded the motion. **Motion passed unanimously.**

**Consideration to Approve the Minutes** ----- **Councilmember Michael Johnson** made a motion to approve the minutes of the Regular monthly meeting held on 4.14.26. **Councilmember Joseph Lee** seconded both motions. **Motion passed unanimously.**

#### Reports from Staff or Committees

☉ Police Department	Kelphie Lundy
☉ Fire Department	Clint Hodges (absent)
☉ Public Works/Water/Sewer	EOM
☉ Planning and Zoning	Lon Harden (absent)
☉ Industrial Development	Lon Harden (absent)
☉ Historical Commission	Lucy Powell (absent)
☉ Leisure Services	Lula Seabrooks (absent)
☉ Downtown Development Authority	Miller Barger, Jr.(absent)



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☉ Streets and Lanes

Jimmie Hill

**Public Participation** – Simcoe Investment Group, LLC was represented by Attorney Rob Brannon. He stated that the company is asking for some help in reducing some of the financial losses with the building project due to the sewer capacity at Guyton Station. They want to come up with a way to correct the problem without a cost to the city. He provided a brief history of the project. In 2021, a water/sewer agreement was signed for 45 residential lots and 7 commercial lots with the assumption that new water/sewer taps would be available for the next phase of 66 more residential lots. Due to no available water/sewer services, the 66 lots cannot be developed. Various attempts to find other means of services have been unsuccessful. They developed a plan with two components to try to alleviate the problem. The first component is to take the proposed 7 commercial lots and use them for residential lots instead, which allows them to serve 35 of the 66 residential lots in the back. When water capacity was calculated for phase one, a sum of 400 gallons per day per lot was determined. Engineering standards allow 300-400 gallons to be used. If the calculation for the lots in phase one was for 300 gallons per day, that would provide fifteen more lots to be developed. With 35 lots from the commercial and 15 lots by changing the water capacity, that would provide 50 lots, allowing a subdivision plat for 50 of the 66 lots, which provides great financial relief. When the Springfield plant comes online, there will be capacity for the 7 commercial lots and the 15-16 residential lots that remain. An amendment to the phase one proposal is asked for consideration to help mitigate financial loss. Councilmember Johnson mentioned that there are currently no commercial lots developed. Attorney Brannon stated that the plan is to try to build the development first, which makes the commercial lots more valuable. There is currently no infrastructure for commercial lots. Dollar Tree was under contract but pulled out of the deal. Councilmember Lee iterated that the council never approved additional taps. The agreement was only for phase one at this time. Councilmember Lee stated that the city agreed to provide additional taps if the city had them. Councilmember Johnson also agreed that there was no tap agreement for phases 2 and 3. Councilmember Chancey expressed concern that the selling point of the entire project was that commercial lots would be developed. With the proposal of eventually developing commercial lots, property taxes for the residents will possibly increase. Mayor Harville stated that he felt commercial properties would need to go up before moving to phase 2 or 3. Mayor Harville was concerned that houses would be built, and no commercial properties would ever be developed. Attorney Brannon stated that perhaps they could come back with a proposal that will provide some commercial and residential development.

**Old Business** – Consideration to approve quote from Shuman Welding and Fabrication for \$7200.00 and from Lancaster Metalworks, Inc. for \$10,962.00 for handrails at the old Guyton gymnasium. City Manager Bill Lindsey said that welders are hard to find, but he was able to find one. The quote from Shuman will include handrails on the Magnolia Street and 10<sup>th</sup> Street sides



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of the building. The rails will also be painted yellow, which is an ADA requirement. Councilmember Chancey asked if anyone knew anything about the Shuman Welding. Superintendent Hill said that he was familiar with the company. **Councilmember Michael Johnson** made a motion to approve the quote from Shuman Welding and Fabrication for the amount of \$7200.00. **Councilmember Joseph Lee** seconded the motion. **The motion passed unanimously.**

Second reading of Ordinance to adopt the International Property Maintenance Code (IMPC) into the city's code of ordinances. Councilmember Johnson stated that in the next month's meeting, the council would go over everything with the ordinance. **Councilmember Jeremiah Chancey** made a motion to approve the International Property Maintenance Code in the city's code of ordinances. **Councilmember Michael Johnson** seconded the motion. The motion passed unanimously.

## New Business

**A. Consideration to approve the City of Guyton Police Department vehicle surplus list.** The City Manager Bill Lindsey, stated that Chief Lundy presented a list of six vehicles for surplus due to age and condition, consisting of one (1) 2013 Ford F-150, one (1) 2008 Ford Expedition and four (4) 2019 Dodge Chargers. **Councilmember Michael Johnson** made a motion to approve the surplus list. **Councilmember Jeremiah Chancey** seconded the motion. **The motion passed unanimously.**

**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. There are no current plans to use them. City Manager Bill Lindsey stated that the city could utilize the proceeds from the equipment to purchase new equipment. **Councilmember Michael Johnson** a motion to approve the Street and Lanes surplus equipment list. **Councilmember Jeremiah Chancey** seconded the motion. **The motion passed unanimously.**

**C. Consideration to approve the appointment of Marshall Reiser to the Downtown Development Authority-** The Mayor asked if the council wanted to table the approval consideration until the next meeting to get through the budget meeting and the upcoming election. The council said, "If members are being requested, why wait?" **Councilmember Jeremiah Chancey** made a motion to appoint Marshall Reiser to the Downtown Development Authority. **Councilmember Michael Johnson** seconded the motion. **The motion passed unanimously.**  
*Joseph Lee*

**D. Consideration to approve installation of a "Child At Play" sign at the corner of Magnolia Street** – Councilmember Joseph Lee said that this item did not need to be on the agenda. Mayor Harville also stated that he was going to mention that there was no need for this



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to be on the agenda. City Manager Bill Lindsey said that it was placed on the agenda as a formality. It was also not that the location for the signs was not correct. The signs should be on Samuel Smalls and Cherry Street instead of Magnolia. Councilmember Michael Johnson stated that more signs need to be ordered and placed on Magnolia and Anderson. Council decided that there was no need to vote on this matter.

**E. Consideration to approve Intergovernmental Agreement with City of Springfield for Field Training Officer (FTO) Program Services.** – City Manager Bill Lindsey said that we are bringing on four (4) additional officers, which would be more than Corporal Hester would be able to handle for training. Springfield has offered to help train the officers for 60 days. The cost to the city would \$668.00 per month, per employee. We would handle all of the costs, and Springfield would handle all of the liability for each officer. Once the officers have completed the training, they will come to us and assume their duty in Guyton. Councilmember Joseph Lee asked Chief Lundy how he felt about the issue, and he said that he was good with it. **Councilmember Jeremiah Chancey** made a motion to approve the Intergovernmental Agreement with the City of Springfield for Field Training Officer (FTO Program Services). **Councilmember Joseph Lee** seconded the motion. **The motion passed unanimously.**

## Dates to Remember

- ☉ **Thursday, April 16, 2026, Bingo from 11:00 A.M. – 12:00 P.M. –Leisure Services Room, 505 Magnolia Street, Guyton, GA. 31312**
- ☉ **Saturday, April 18, 2026, May 2, 2026, and May 9, 2026, Guyton Farmers Market from 8:00 A.M. – 12:00 P.M., Guyton Walking Trail**
- ☉ **Wednesday, April 22, 2026, Pancakes & Politics, sponsored by the Effingham County Chamber of Commerce, 8:30 A.M. – 10:00 A.M., Effingham College & Career Academy, 2940 Georgia Highway 21 South, Rincon, GA. 31326**
- ☉ **Wednesday, April 29, 2026, Downtown Development Authority Meeting, 10:00 A.M., Guyton City Hall, 310 Central Boulevard, Guyton, GA. 31312**
- ☉ **Saturday, April 25, 2026, Guyton Farmers Market/Sale of the Trail/Earth Day Festival, 8:00 A.M. -12:00 P.M. (Farmers Market), 8:00 A.M. – 2:00 P.M. (Sale on the Trail/Earth Day Festival), Guyton Walking Trail**
- ☉ **Monday, May 11, 2026, Guyton City Council Meeting at 7:00 P.M. – Guyton City Hall, 310 Central Boulevard, Guyton, GA. 31312**



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Consideration to adjourn--- **Councilmember Michael Johnson** made a motion to adjourn.  
**Councilmember Jeremiah Chancey** seconded the motion. **The motion passed unanimously.**  
The meeting was adjourned at 7:46 P.M.

City of Guyton

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

Attest:

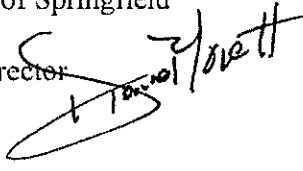
\_\_\_\_\_  
Moses Walker, City Clerk



Serving the Cities and Counties of Coastal Georgia since 1964

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TO: Chairman Damon Rahn, Effingham County Commission  
Mayor Kevin Exley, City of Rincon  
Mayor Andy Harville, City of Guyton  
Mayor Ricky Eilerman, City of Springfield

FROM: Dionne Lovett, Executive Director 

DATE: June 3, 2026

SUBJECT: Reappointment/Appointment of Non-Public Representative for Effingham County to Serve on the CRC Council

As you know, Ms. Rebecca Boston has served as the non-public representative of Effingham County and the cities of Guyton, Rincon, and Springfield for the CRC Council. With the end of her current term, it is important that you reappoint her or appoint someone else to this position. Terms run from July 1, 2026 – June 30, 2027, and are eligible for reappointment each

Please remember that a non-public representative must fill this position. It is also very important that the person appointed to this position be able to attend the regular meetings that are held on the second Wednesday of every month at the Coastal Georgia Botanical Gardens at 10:00 a.m.

To finalize this reappointment/appointment, the County and municipalities need to agree on the reappointment/appointment and then submit a letter signed by the Chairman, with the Mayors copied, confirming the concurrence of a reappointment/appointment of an individual to serve in this capacity.

Should you have any questions, please contact Chrishonda Grant, Administrative and Human Resource Services Manager, at [cgrant@crc.ga.gov](mailto:cgrant@crc.ga.gov).

DL/cg

c: Stephanie Johnson, Effingham County Clerk  
Rebecca Boston

CITY OF GUYTON  
STATE OF GEORGIA

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between the **CITY OF GUYTON, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as the “City”, and \_\_\_\_\_, hereinafter referred to as “Licensee”.

**WHEREAS**, the City is the owner of real property located at 718 Central Blvd, Guyton, Georgia 31312 (the “Property”);

**WHEREAS**, the City encourages members of the community and surrounding area to utilize City-owned property for events, classes, camps, and other scheduled activities for the benefit of the general public;

**WHEREAS**, the Property is currently under lease with the YMCA of Coastal Georgia (the “YMCA”);

**WHEREAS**, Licensee desires to use the Property for a special event titled the Freedom Rally, which shall be accessible by the public for a small cost of admission in celebration of the Fourth of July (the “Permitted Use”);

**NOW THEREFORE**, for and in consideration of the premises together with the mutual and reciprocal benefits flowing to each of the parties hereto, the City and Licensee do hereby contract and agree as follows:

1. **Grant of License**. The City hereby grants the Licensee a temporary non-exclusive license to use the Property for the Permitted Use during the Term specified herein.
2. **Term**. Licensee is authorized to use the Property for the Permitted Use during the following date(s) and time(s):

- A. Date(s): July 4, 2026
- B. Time(s): 8:00 AM to 5:00 PM

3. **License Fee and Security Fee.** Licensee shall pay a license fee of \$XXXX.XX in exchange for the temporary license granted herein. In addition to the license fee, Licensee shall pay a security fee of \$XXXX.XX for security services provided by the City pursuant to Section 5(A)(ii) below. The license fee and security fee shall be paid via certified check made out to the “City of Guyton, Georgia” and delivered to the care of City Manager Bill Lindsey at least one week prior to the license term.

4. **Licensee’s Responsibilities.** In exchange for the license granted herein, Licensee agrees to the following:

- A. At the end of the Term, Licensee shall restore the Property to the same condition as it was originally received.
- B. Licensee shall bag and place in designated outdoor receptacles all trash, debris, and recyclables generated during the Permitted Use.
- C. Licensee shall be responsible for the set-up and removal of all booths, stages, tents, or other similar temporary structures.
- D. Licensee shall be responsible for procuring a sufficient number of portable toilets on the Property during the Permitted Use to accommodate attendees of the event.
- E. Licensee shall bear the cost of all expenses related to the Permitted Use and Licensee’s responsibilities herein.

5. **The City’s Responsibilities.** The City agrees to the following:

- A. The City shall provide:
  - i. Garbage cans and/or trash receptacles in a number to be determined by the City in its sole discretion; and

- ii. Police officers for security purposes in a number to be determined by the City in its sole discretion and at the sole cost of Licensee at a rate of \$50/hour per officer.
- 6. **YMCA Approval.** By signing below, the YMCA hereby consents to the use of the Property by Licensee for the Permitted Use.
- 7. **Compliance with Applicable Laws.** Licensee agrees to comply with all applicable local, state, and federal laws and regulations, including but not limited to the City of Guyton Code of Ordinances and all permitting and licensing requirements contained therein.
- 8. **Indemnification:** To the maximum extent permitted by law, Licensee, on behalf of its officers, agents, employees, legal representatives, vendors, contractors, affiliates, and insurers, does hereby defend, indemnify and hold harmless the YMCA and the City, and their elected officials, agents, employees, and representatives, from and against any and all losses, damages, liabilities, claims, demands, actions, cause of actions, costs or expenses, including reasonable attorney's and professional fees and costs, and the cost of enforcing any right to indemnification hereunder, that arise from, relate to, or are in any way connected to Licensee's use of the Property and/or the Permitted Use.
- 9. **Insurance.** Licensee shall carry general liability insurance in an amount equaling or exceeding \$1,000,000.00 per occurrence, and shall name the City of Guyton, Georgia as an additional insured. Licensee shall furnish a certificate of insurance to the City at least one month prior to the start of the Term.
- 10. **Termination.** The City reserves the right to revoke this license at any time, with or without cause.
- 11. **Applicable Law.** This agreement shall be construed under and in accordance with the laws of the State of Georgia.

12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
13. **Sole Agreement.** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the Property.
14. **Amendment.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**IN WITNESS WHEREOF**, the City, Licensee, and YMCA have hereunto set their hands and affixed their seals on the day and year first above written.

**LICENSEE**

Name of Licensee Entity/Individual: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

**YMCA OF COASTAL GEORGIA**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**THE CITY OF GUYTON, GEORGIA**

By: \_\_\_\_\_  
ANDY HARVILLE  
Its: Mayor

Attest: \_\_\_\_\_  
MOSES WALKER  
Its: City Clerk

## **Effingham Elite Volleyball Club LLC License Agreement**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2026, between the City of Guyton, Georgia (the "City") and Effingham Elite Volleyball Club LLC ("EEVC").

**WHEREAS**, EEVC is a local volleyball club dedicated to promoting health and wellness in the community;

**WHEREAS**, EEVC desires to use the Guyton Gymnasium located at 505 Magnolia Street, Guyton, Georgia (the "Gym") to hold volleyball practices and camps; and

**WHEREAS**, EEVC is permitted to use the Gym to hold volleyball practices and camps, subject to the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the following commitments and mutual obligations set forth herein, EEVC and the City agree as follows:

1. The City hereby grants a temporary non-exclusive license to EEVC to use the Gym to hold volleyball practices and camps.
2. In exchange for the license granted herein, EEVC shall pay the City a license fee of \$35.00/hour of use.
3. Prior to holding any practice or camp or otherwise using the Gym, EEVC shall coordinate with the City and confirm there are no other events or activities scheduled at the Gym for that date or time. If another event or activity is scheduled, the City in its sole discretion may, in whole or in part, restrict EEVC's use of the Gym.
4. After each use, EEVC shall restore the Gym to the same condition as it was received, which shall include, but not be limited to, cleaning surfaces, removing trash, and sweeping dust and debris accumulated during EEVC's use.
5. EEVC will ensure that all individuals participating in volleyball activities shall sign a liability waiver, the form of which is attached hereto as Exhibit A. If the participant is a minor, EEVC will ensure the participant's legal guardian executes a liability waiver on the participant's behalf. Failure by EEVC to obtain fully executed liability waivers will constitute a material breach of this Agreement.
6. EEVC shall provide the City with a certificate of insurance evidencing general liability coverage and naming the City as an additional insured. Such certificate of insurance must be delivered to the City prior to EEVC's use of the gym.
7. It is understood and agreed that EEVC is not and shall not be deemed a contractor or employee of the City. EEVC shall supervise the performance of its agents and employees and shall have sole control over the manner and means by which it provides services. Nothing in this Agreement will be interpreted as creating any relationship of principal and agent, partnership or joint venture between EEVC and the City.

8. The parties understand and agree that this Agreement shall not operate as, or be construed to create, the relationship of landlord and tenant between the City and EEVC under any circumstances whatsoever.
9. EEVC agrees to indemnify, defend, and hold harmless the City and its affiliates, elected officials, officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) that in any way arise out of or are in any way related to EEVC's use of the Gym.
10. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.
11. This Agreement will terminate one (1) year after execution if not otherwise renewed.
12. Notwithstanding the foregoing, either party may terminate this Agreement upon written notice to the other party. Such notice shall be effective upon delivery and may be provided through email or certified mail.

IN WITNESS WHEREOF, all Parties hereto have set their hands and seals the day and year first above written.

**EFFINGHAM ELITE VOLLEYBALL CLUB LLC**

By: \_\_\_\_\_  
Georgia Akins, Owner

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

**CITY OF GUYTON, GEORGIA**

By: \_\_\_\_\_  
Hon. Andy Harville, Mayor

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

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

EXHIBIT A – Liability Waiver

## **Effingham Elite Volleyball Club LLC Liability Waiver**

This Agreement is between Effingham Elite Volleyball Club LLC, City of Guyton, Georgia, and individuals who may participate in fitness classes at the Guyton Gymnasium located at 505 Magnolia Street, Guyton, Georgia (the "Gym").

I \_\_\_\_\_ (print name of participant) hereby agree to the following:

I am participating in volleyball and/or other physical activities provided by Effingham Elite Volleyball Club LLC at the Gym ("EEVC Activities"). I recognize that EEVC Activities require physical exertion that may be strenuous and may cause physical injuries, which may include, but are not limited to: contusions, muscle strains, sprains, broken bones, lacerations, cardiac malfunction, and head, neck, and back injuries. I am fully aware of the risks and hazards involved and knowingly choose to voluntarily participate in the EEVC Activities.

I understand that it is my responsibility to consult with a physician prior to and regarding my participation in EEVC Activities. I represent and warrant that I am physically fit and have no medical condition that would prevent my full participation in EEVC Activities.

I understand that my presence in the Gym and my use of the Gym involves risk, including the risk of slipping or falling on uneven or slippery floors. I hereby knowingly and freely assume all risk and responsibility for any and all damage to property or bodily and/or personal injury, including death, in connection with my use of the Gym.

In consideration of being permitted to participate in EEVC Activities, I voluntarily and knowingly agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, which I might incur as a result of participating in the program and acknowledge my informed consent to do so.

I, my heirs, spouse, and legal representatives forever release, hold harmless, waive, discharge, and covenant not to sue the City of Guyton (including its agents, employees, and officials) for any injury or death resulting from or caused by my participation in EEVC Activities and/or use of the Gym, whether caused by the negligence of Effingham Elite Volleyball Club LLC, the City of Guyton, Georgia, or otherwise.

The undersigned agrees that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the state of Georgia. I have read the above release and waiver of liability and fully understand its content. I voluntarily agree to the terms and conditions stated above.

\_\_\_\_\_  
Printed Name of Participant/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant/Legal Guardian Signature

\_\_\_\_\_  
Participant/Legal Guardian Phone Number



RightSpot™

**Renewal (Revision 1)**

**RightSpot GIS Services  
City of Guyton, Georgia  
PID No. 26018**

May 19, 2026



**Spatial Engineering, Inc.**  
Attn: Richard L Truluck  
613 Towne Park West Drive, Suite 202  
Rincon, Georgia 31326  
Office. 912.826.6688  
[www.spatialengineering.com](http://www.spatialengineering.com)



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## 1 Background

The City of Guyton, GA (CLIENT) is located in Effingham County, a Tier 2 coastal Georgia county bounded on the south by Chatham County, on the east by the Savannah River, on the north by Screven County, and on the west by Bryan County. This renewal proposal continues RightSpot™ GIS Services beginning July 1, 2026 to June 30, 2027.

## 2 Points of Contact:

Spatial Engineering, Inc.	City of Guyton, Georgia
<b>Project Manager</b> Richard Truluck, PE 613 Towne Park West Dr., Ste. 202 Rincon, GA 31326 <a href="mailto:rtruluck@spateng.com">rtruluck@spateng.com</a> O: 912-826-6688	<b>City Manager</b> Bill Lindsey 310 Central Blvd Guyton, GA 31312 <a href="mailto:Bill.lindsey@cityofguyton.com">Bill.lindsey@cityofguyton.com</a> O: 912-772-3353

## 3 Definitions

Term	Definition
DP	Demarcation Point – connection point where local area network connects to the wide area network.
ESD	Effective Start Date
FFP	Firm Fixed Price (Lump Sum)
GIS	Geographic Information System
GPS	Global Positioning System
HTML5	Revision 5 of the “Hypertext Markup Language”, the standard programming language for describing the contents and appearance of Web pages.
HTTPS	"HyperText Transport Protocol Secure." Website using the HTTPS protocol to encrypt data sent back and forth with SSL encryption.
NA	Not Applicable
NIC	Not in Contract
T&M	Time & Material (Hourly)

## 4 Task 1 – RightSpot™ Web Portal

### 4.1 Description:

SPATIAL will provide a web portal to publish the CLIENT’s GIS data. SPATIAL will coordinate with the CLIENT to determine what data to load into the GIS. ONLY authorized users will have access to the data through the portal. The GIS data is not available to the general public. Unless specified otherwise, data access will be READ ONLY.

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## 4.2 *Scope of Work:*

The web portal provides access to data, tools, and workflows including:

1. Access to CLIENT GIS data.
2. RSA 4096-bit secure HTTPS encryption.
3. Portal access for 20 named users.
4. HTML5 access for tablet and smartphone (requires internet access)
5. RightSpot tools and workflows including:
  - a. Simple and advance query.
  - b. Global Search.
  - c. Mailing Labels (dependent on County Parcel and Address Point data).
  - d. Field Notes (with attachments).
  - e. Markup/redline comments (with attachments).
  - f. Project As-built data (if data is available).
  - g. Water Break Isolation (dependent on quality of water data).
  - h. Sewer Trace (dependent on quality of sewer data).
  - i. Stormwater Trace (dependent on quality of stormwater data).
  - j. Flood Zone Report (dependent on flood zoning data).
  - k. Property Zoning Report.

## 4.3 *Deliverables:*

1. Data access via RightSpot.
2. CDROM of all CLIENT GIS data and linked documents upon request.

## 4.4 *Travel:*

1. None.

## 4.5 *Timeframe:*

1. Reference Section 6 – Schedule.

## 4.6 *Assumptions:*

1. Standard RightSpot set-up procedures apply.
2. All data processing will be executed under Task 2 – On Call Support.
3. SPATIAL does not guarantee access against natural disaster, national disaster, and forces outside our control.
4. SPATIAL does not guarantee internet connectivity between SPATIAL's network demarcation point (DP) and the CLIENT's network DP. To ensure system health and a rapid recovery in the event of hardware failure, Spatial Engineering maintains a backup and disaster recovery plan that includes redundant network providers, emergency backup

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servers, and remote data backup outside the southeastern US using SPATIAL owned and managed devices.

## **5 Task 2 – On Call Support (OCS)**

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### **5.1 Description:**

On-Call Support (OCS) provides the CLIENT the ability to request geospatial related services as needed. Request/requirements that warrant a separate scope, schedule, and estimate will be treated as a stand-alone task. The purpose of OCS is to maintain, create, and improve data, as well as implement and enhance business processes (workflows).

### **5.2 Scope:**

1. SPATIAL will provide GIS and data maintenance services as requested.
2. The CLIENT may request services using email or telephone.
3. Data maintenance includes, but is not limited to:
  - a. Data update based on input from CLIENT.
  - b. Scan paper map data to PDF format.
  - c. Update GIS Project data layer and link PDF images.
  - d. Extract/digitize scanned data.
  - e. Field data collection and update.
  - f. Collect drone aerial site imagery.
  - g. GPS survey (sub-foot or greater accuracy) of visible features.
  - h. Verify physical attributes like size, material, and type.
  - i. Photograph surveyed features. Link photo to feature in GIS.
  - j. Map production.
  - k. GIS “help desk” support.
  - l. Data exports.
4. Data analysis includes, but is not limited to:
  - a. GIS analysis and products.
  - b. Build topology and identify connectivity gaps.
  - c. Identify discrepancies and anomalies in the data.
  - d. Identify missing attribute data like size, material, etc.
5. Workflow development includes, but is not limited to:
  - a. Custom workflows and configurations. Application development.
  - b. Research capability and options for developing custom workflows to meet CLIENT’s specific business processes.
  - c. Develop implementation plans and cost estimates for executing custom workflows.



**5.3 Deliverables:**

1. Incorporate resulting GIS data and products into the CLIENT’s GIS database.

**5.4 Travel:**

1. Travel will be determined based on specific requests.
2. Travel will follow the Federal Travel Regulations.

**5.5 Timeframe:**

1. Individual task schedules are specific to the request.
2. Reference Section 6 – Schedule.
3. Changes to the data made during a given month are available in RightSpot™ the first business day of the following month.

**5.6 Assumptions:**

1. Only the CLIENT Point of Contact or their designee can approve tasks.
2. Cost is specific to the individual request.
3. Work is executed with the appropriate skill level and bill rate.
4. SPATIAL is authorized to execute individual tasks not to exceed \$2000. Tasks greater than \$2000 will be approved prior to start of work.
5. Work requests are billed monthly.
6. GPS surveys do not include a Registered Land Surveyor (RLS).
7. CLIENT will reimburse SPATIAL actual cost, if any, for data layers owned by others (i.e. County, State, DNR, NWI, FEMA, etc.)
8. CLIENT will provide suitable space and equipment for training, if needed.
9. CLIENT will respond to requests of data in a prompt manner.

**6 Schedule**

<b>Task</b>	<b>Start</b>	<b>End</b>
Task 1 – RightSpot™ (1)	7/1/2026	6/30/2027
Task 2 – On-Call Support (2)	7/1/2026	6/30/2027
<b>Overall (3)</b>	<b>7/1/2026</b>	<b>6/30/2027</b>
Notes: 1) The proposed schedule begins at the end of the current contract. 2) Actual schedule is dependent upon the specific request. 3) All request should be completed before the end of the contract.		



## 7 Cost Estimate

Task	Unit \$	Total \$
Task 1 – RightSpot Web Portal (1)		\$6,000.00
Annual Fee (20+ Users)	\$6,000.00	
Task 2 – On Call Support (3)		\$26,400.00
GIS support, GPS survey	\$26,400.00	
<b>Total</b>		<b>\$32,400.00</b>
Notes: 1. The cost for Task 1 is fixed for the contract period. Task 1 will be billed in 12 equal monthly payments. SPATIAL has the right to adjust the RightSpot™ web portal fee at the anniversary of the contract. SPATIAL will provide 90-day notice of any change to the fee. 2. RightSpot renewals do not have a setup fee. 3. On Call Support is estimated when requested.		

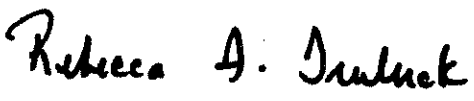
## 8 Renewal and Cancellation Policy

The contract will automatically renew on the anniversary date for an additional one-year term unless SPATIAL is notified, in writing, of the CLIENT's desire to terminate service. The intent of the auto-renewal is to avoid a gap in service.

The CLIENT and SPATIAL may terminate services provided the receiving party is given a 30-day notice. Upon termination and payment of all outstanding invoices, SPATIAL will return all CLIENT data in an industry standard GIS within 15 calendar days.

## 9 Acceptance

If the scope, schedule, and costs presented in this renewal proposal are acceptable, please sign, date, and return a fully executed copy to Spatial Engineering, Inc.

For: Spatial Engineering, Inc.	For: City of Guyton, GA
 _____ Date: <u>May 19, 2026</u>	_____ Date: _____
Rebecca F Truluck President O: 912-826-6688 btruluck@spateng.com	Name: _____ Title: _____