

MAYOR
Allen Brown

CITY MANAGER
Kenneth Howard

CITY CLERK
Lia Jones

CITY ATTORNEY
Linnie Darden III



**MAYOR AND COUNCIL
REGULAR MEETING**

**AGENDA
3:00 PM
October 6, 2022
Council Chamber**

MAYOR PRO TEM
Keith Jenkins

COUNCIL MEMBERS
Diana Reid
Vicky Nelson
Jason R. Floyd
Karl A. Riles

1. INVOCATION

Pastor Hayes of New Day Community Church.

2. MINUTES

Approve the Minutes of the September 15, 2022 Council Meeting.

3. UNFINISHED BUSINESS

3.1. KREBS PARK PROJECT PLAN MODIFICATION

To Present for Mayor and Council Consideration, Pickle Ball and Tennis Ball Court Modification at Krebs Park.

Action Item

4. PRESENTATIONS

4.1. MONTHLY CITY CONSTRUCTION PROJECTS UPDATE

To Present for Mayor and Council Consideration, Update of City Construction Projects.

Informational Item

5. PUBLIC HEARING

5.1. SIGN SETBACK VARIANCE #2022-058-H

To Present for Mayor and Council Consideration, Request to be Allowed to Have a Sign Placed 5 ft. from Right-of-Way Instead of the Required 10 ft at 509 N. Main Street. Property is Further Described as LCTM-Parcel 056B-018. (District #1)

Action Item

5.2. REZONING PETITION #2022-059-H

To Present for Mayor and Council Consideration, Petition to Rezone 1.89 Acres of Land, more or less, From R-3 (Single-Family Dwelling District) to O-C (Office Commercial District) for a Proposed Wound Care Center Located at the Intersection Elma G. Miles Parkway and School House Road. Properties are Further Described as LCTM-Parcels 057A-075 and 057A-091. (District #1)

"Home for a Day or a Lifetime"

Action Item

5.3. REZONING PETITION #2022-060-H

To Present for Mayor and Council Consideration, Petition to Rezone 0.73 Acres of Land, more or less, From R-3 (Single-Family Dwelling District) to R-4 (Single and Two-Family Dwelling District) to Build a Proposed Duplex Located at 504 Schoolhouse Road and is Further Described as LCTM-Parcel 057A-090. (District #1)

Action Item

5.4. REZONING PETITION #2022-061-H

To Present for Mayor and Council Consideration, Petition to Rezone 2.27 Acres of Land, more or less, From R-4 (Single-and Two-Family Dwelling District) to R-TH (Townhouse Dwelling District) for Approximately 59 Townhouse Units Located Close to the Intersection of Pineland Avenue and Ellie Lane Further Described as LCTM-Parcel 047A-202. (District #5)

Action Item

5.5. REZONING PETITION #2022-064-H

To Present for Mayor and Council Consideration, Petition to Rezone 0.48 Acres of Land, more or less, from O-I (Office Institutional District) to R-2 (Single-Family Dwelling District) to use the Existing Structure in a Residential Manner. The Property is Further Described as LCTM-Parcel 057C-260. (District #1)

Action Item

5.6. FISCAL YEAR 2023 BUDGET PUBLIC HEARING

To Present for Mayor and Council Consideration, Allow Public Input on City's Proposed Budget for Fiscal Year Ending October 31, 2023.

Informational Item

6. NEW BUSINESS

6.1. SOUTH MAIN STREET SEWER REPAIR

To Present for Mayor and Council Consideration, Repair of the Failing Sewer Main on S. Main Street from Hendry Street to Screven Way.

Action Item

6.2. TAYLORS CREEK OUTFALL CHANGE ORDER

To Present for Mayor and Council Consideration, Taylors Creek Outfall Project Change Order.

Action Item

6.3. EFFECTIVE DELIVERY OF SERVICES INTERGOVERNMENTAL AGREEMENT #2022-09

To Present for Mayor and Council Consideration, IGA with Liberty County for the Effective Delivery of Services (Local Option Sales Tax Certificate of Distribution).

Action Item

6.4. TATTOOING REPEAL ORDINANCE #2022-07

"Home for a Day or a Lifetime"

To Present for Mayor and Council Consideration, Ordinance Repealing the Code of the City of Hinesville, Georgia, Section 9-100, Tattooing, Etc.

Informational Item

6.5. TRICK-OR-TREAT

To Present for Mayor and Council Consideration, Establish the Date and Time for City of Hinesville Residents to Trick-or-Treat.

Action Item

6.6. HINESVILLE HISTORIC PRESERVATION COMMISSION

To Present for Mayor and Council Consideration, Hinesville Historic Preservation Commission Board Appointments that Expired May 2, 2022. Mayor Brown (Christi Wheeler), Councilmember Reid (Gregory Grant) and Councilmember Floyd (Leah Poole).

Informational Item

6.7. DEPUTY CITY ATTORNEY RECOMMENDATION

To Present for Mayor and Council Consideration, Recommendation to Hire a Deputy City Attorney and Assistant Municipal Court Solicitor for the City of Hinesville.

Action Item

7. BUSINESS LICENSE

7.1. CLASS V ALCOHOL LICENSE REQUEST

To Present for Mayor and Council Consideration, Liberty County Chamber of Commerce Class V Alcohol License to Sell Beer at a Golf Tournament.

Action Item

7.2. CLASS V ALCOHOL LICENSE REQUEST

To Present for Mayor and Council Consideration, Liberty County Chamber of Commerce Class V Alcohol License to Sell Beer and Wine during the Low Country Boil Event.

Action Item

8. PUBLIC COMMENT

8.1. PUBLIC COMMENT

9. MAYOR ALLEN BROWN

9.1. MAYOR BROWN'S REPORT

10. COUNCILMEMBER RILES - DISTRICT 5

10.1. COUNCILMEMBER RILES REPORT

11. MAYOR PRO TEM JENKINS - DISTRICT 4

11.1. MAYOR PRO TEM JENKINS REPORT

12. COUNCILMEMBER NELSON - DISTRICT 3

"Home for a Day or a Lifetime"

- 12.1. COUNCILMEMBER NELSON'S REPORT**
- 13. COUNCILMEMBER FLOYD - DISTRICT 2**
 - 13.1. COUNCILMEMBER FLOYD'S REPORT**
- 14. COUNCILMEMBER REID - DISTRICT 1**
 - 14.1. COUNCILMEMBER REID'S REPORT**
- 15. CITY MANAGER KENNETH HOWARD**
 - 15.1. CITY MANAGER'S REPORT**
 - 15.2. HURRICANE IAN RELIEF FOR FT. MYERS FLORIDA**
 - 15.3. MILLAGE RATE PUBLIC HEARINGS AND ADOPTION SCHEDULE**
 - To Inform Mayor and Council about Dates and Times for Public Hearings Related to the Millage Rate and Millage Rate Adoption.
- Informational Item*
- 16. ADJOURN**

"Home for a Day or a Lifetime"



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Krebs Park Project Plan Modification
Prepared by: Lia Jones
Presented by: Kenneth Howard

PURPOSE: To Present for Mayor and Council Consideration, Pickle Ball and Tennis Ball Court Modification at Krebs Park.

BACKGROUND: Mr. Simonton presented Krebs Park Site Plan Modifications to replace two (2) tennis courts with six (6) pickle ball courts for approval at the September 15, 2022 Council meeting. After discussion, it was the consensus of Council to ask Rickey Gilliard, Liberty County Recreation Department and Kent Smith to appear before Council at the October 6, 2022 Council to discuss whether to replace tennis courts with pickle ball courts in Krebs Park.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Pickle ball and Tennis Plan

PREVIOUS COUNCIL DISCUSSION: September 15, 2022



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Monthly City Construction Projects Update
Prepared by: Christy Deloach
Presented by: Ryan Arnold

PURPOSE: To Present for Mayor and Council Consideration, Update of City Construction Projects.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. Construction Updates 10.06.22

PREVIOUS COUNCIL DISCUSSION:

A construction site in the background with a white hard hat and blueprints in the foreground.

Construction Project Updates

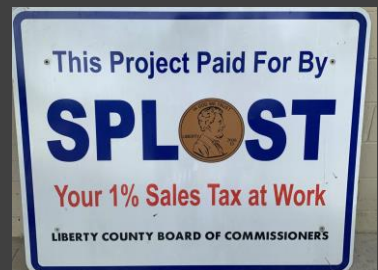
Kenneth Howard, City Manager

10.06.22

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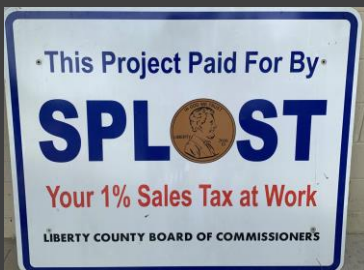
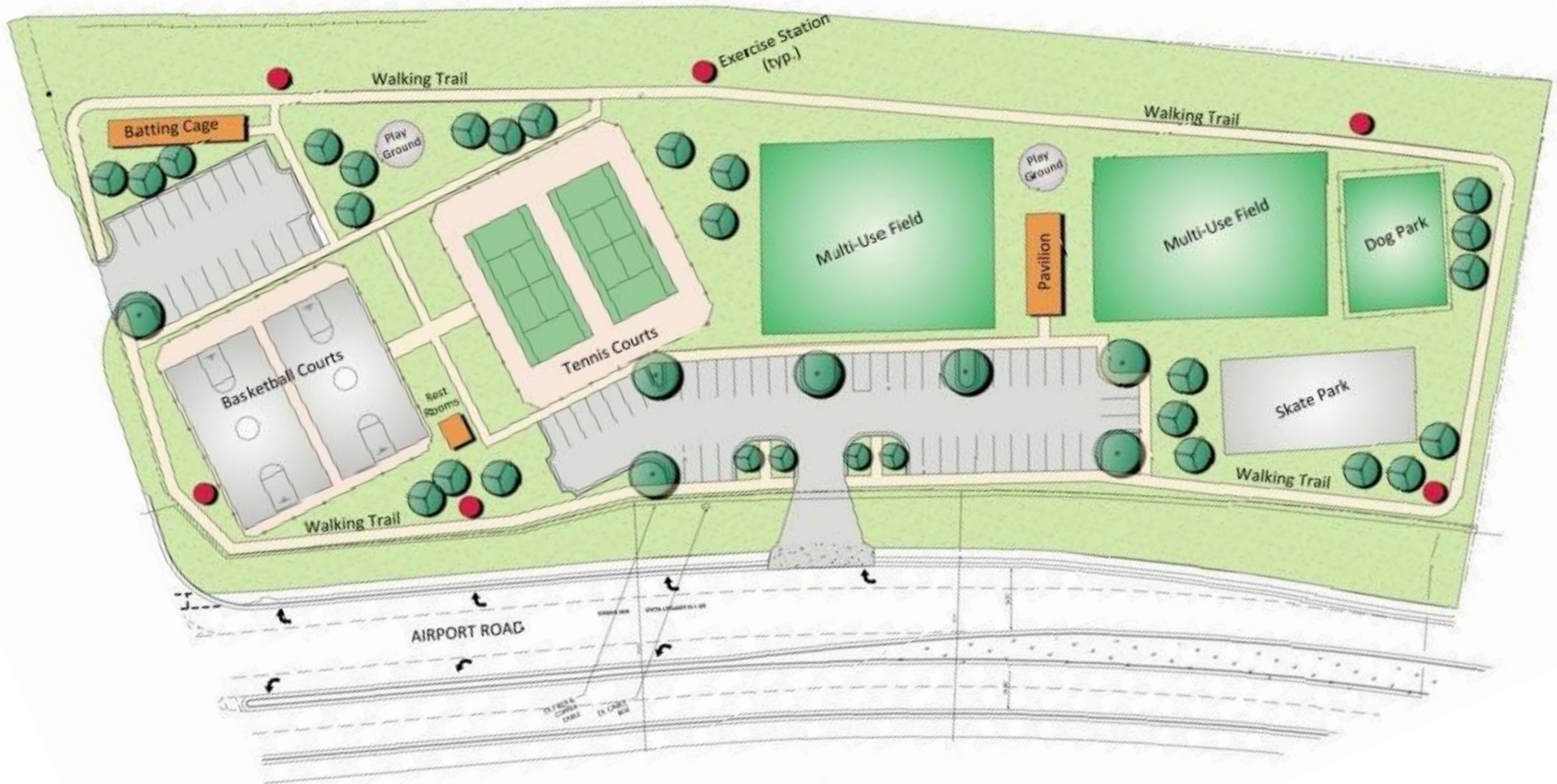
HFD Fire Station 1







Proposed Completion Date
July 2023



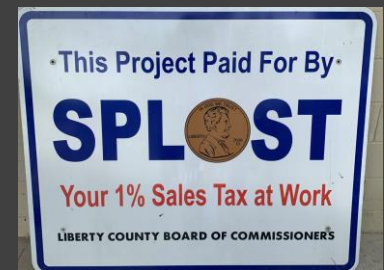
Krebs Park



Proposed Completion Date
October 2022



Small Business Incubator







Proposed Completion Date
December 2022



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Sign Setback Variance #2022-058-H
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: Request by Commerce Street Holdings, LLC, (Josh Wheeler), owner, to be allowed to have a sign placed 5 ft. from N Main street right-of-way instead of the required 10 ft. The property is located 509 N. Main Street and further described as LCTM-Parcel 056B-018.

BACKGROUND:

FUNDING: N/A

RECOMMENDATION: September 20, 2022. LCPC Commissioners recommended APPROVAL with standard conditions.

ATTACHMENTS:

1. Sign Setback Variance 2022-058-H

PREVIOUS COUNCIL DISCUSSION: N/A

Sign Setback Variance

2022-058-H

An application to encroach by 5 ft. into the required 10 ft. sign setback from the right-of-way at 309 N. Main Street was filed by Commerce Street Holdings, LLC (Josh Wheeler).

Property is further described as LCTM-Parcel 056B-018 and is zoned O-I (Office Institutional).

Property is also located in the Mixed-Use Corridor of Hinesville's Downtown Redevelopment Overlay District which allows land uses up to O-C (Office-Commercial District).

CONDITIONAL USE 2022-057-FL

A REQUEST BY LATAVIA JACKSON, OWNERS TO BE ALLOWED TO OPERATE A DOG GROOMING BUSINESS AT 97 THORNBRIAR DRIVE, IN FLEMINGTON AND FURTHER DESCRIBED AS LCTM-PARCEL 068C-051. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY THORNBRIAR DRIVE; **EAST** BY LANDS OF BYRON T. BLAKENEY; **SOUTH** BY LANDS OF LI CUNQING; AND **WEST** BY LANDS OF BRANDON J. AND MARYAH A. SASSER.

SIGN SETBACK VARIANCE 2022-058-H

A REQUEST WAS SUBMITTED BY COMMERCE STREET HOLDINGS, LLC (JOSH WHEELER), OWNER, TO BE ALLOWED TO HAVE A SIGN PLACED 5 FT. FROM THE RIGHT-OF-WAY INSTEAD OF THE REQUIRED 10 FT. PROPERTY IS LOCATED AT 509 N. MAIN STREET, AND FURTHER DESCRIBED AS LCTM-PARCEL 056B-018. PROPERTIES ARE BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** AND **SOUTH** BY OTHER LANDS OF COMMERCE STREET HOLDINGS, LLC; **EAST** BY NORTH MAIN STREET; **WEST** BY LANDS OF THE MICHAEL E. BRYANT LIFE TRUST.

REZONING PETITION 2022-059-H

A PETITION WAS SUBMITTED BY THE LIBERTY COUNTY HOSPITAL AUTHORITY, PROPERTY OWNER, TO REZONE 1.89 ACRES OF LAND, MORE OR LESS, FROM R-3 (SINGLE-FAMILY DWELLING DISTRICT) TO O-C (OFFICE COMMERCIAL DISTRICT) FOR A PROPOSED WOUND CARE CENTER LOCATED ON THE CORNER OF SCHOOL HOUSE ROAD AND ELMA G. MILES PARKWAY, FURTHER DESCRIBED AS LCTM-PARCELS 057A-075 AND 057A-091. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY ELMA G. MILES PKWY; **EAST** BY OTHER LANDS OF LIBERTY COUNTY HOSPITAL AUTHORITY; **SOUTH** BY LANDS OF LIBERTY COUNTY BOARD OF EDUCATION AND WESTWOOD DAY CARE CENTER, INC.; **WEST** BY SCHOOL HOUSE ROAD.

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REZONING PETITION 2022-061-H

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REZONING PETITION 2022-062-R

A PETITION WAS SUBMITTED BY GARY RYALS, APPLICANT, ON BEHALF OF ICGSA (CHEMTALL) TO REZONE 18 ACRES OF LAND, MORE OR LESS, FROM B-2 (GENERAL COMMERCIAL DISTRICT) TO I-1 (INDUSTRIAL DISTRICT). PROPERTY IS LOCATED ADJACENT TO JONES STREET AND FURTHER DESCRIBED AS LCTM-PARCEL 191D-043 (PORTION THEREOF). PROPERTY TO BE REZONED IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** AND **EAST** BY OTHER LANDS OF ICGSA (CHEMTALL); **SOUTH** AND **WEST** BY JONES STREET.

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A PETITION WAS SUBMITTED BY ALL WAYS FEET, PC (EVETTA L. BORDEN), PROPERTY OWNER, TO REZONE 0.48 ACRES OF LAND, MORE OR LESS, FROM O-4 (OFFICE INSTITUTIONAL DISTRICT) TO R-2 (SINGLE-FAMILY DWELLING DISTRICT) TO USE THE EXISTING STRUCTURE IN A RESIDENTIAL MANNER. PROPERTY IS LOCATED AT 127 MACARTHUR DRIVE, FURTHER DESCRIBED AS LCTM-PARCEL 057C-260. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY MACARTHUR DRIVE; **EAST** BY LANDS OF ROBERT MATTHEW MCDERMITT; **SOUTH** BY LANDS OF LOWE'S HOME CENTERS, INC.; **WEST** BY SARA N. BINKLEY.

PUBLIC HEARINGS

The Liberty Consolidated Planning Commission will hold a public meeting **September 20, 2022, at 4:30 pm**, at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.

PUBLIC HEARINGS TO BE HELD BY THE APPLICABLE GOVERNING AUTHORITY:

Tuesday, October 4, 2022, 6:00 PM – Riceboro City Hall, 4614 South Coastal Hwy, Riceboro.

Thursday, October 6, 2022, 3:00 PM – Hinesville Mayor and Council will meet at Hinesville City Hall, 115 E ML King, Jr. Drive, Hinesville.

Tuesday, October 11, 2022, 4:30 PM – Flemington Mayor and Council will meet at Flemington City Hall, 156 Old Sunbury Road, Flemington, LG43227 08312022

Public Notification



October 6, 2022

309 N Main Street

**The building sits approximately
23 ft. off the right-of-way.**



A sign face up to 180 sq. ft. and a sign height up to 12 ft. would be permissible at this location. However, the owner chose a smaller sign which appears to be more suitable for the Downtown Area.

Each sign face is 6.77 sq.ft.



**Towards General Stewart Way –
the side where the sign is
proposed to be located.**



Towards traffic circle



August 15, 2022



Dear Mr. Jeff Ricketson,

Josh Wheeler, on behalf of Liberty Group Real Estate Professionals, associated with Keller Williams Realty Coastal Area Partners, requests a variance to the current sign location restrictions for the new real estate office to be located at 309 N Main St, Hinesville. The current ordinance allows for a sign to be placed 10 feet from the right of way, which is where the sidewalk ends. The site is located in the mixed-use corridor of the Hinesville overlay district which allows for office-commercial sign standards. Due to existing trees, shrubbery, and driveways, the only appropriate location for a sign is on the northeast corner of the lot, Parcel number 056B 018. Please note, Josh Wheeler is also the owner of the parcel bordering the subject property to the north. Being a two-lane portion of N Main St, the right of way ends approximately 22.5 feet from the edge of the road. This means that with the current sign location restrictions the sign would be no closer than 32.5 feet from southbound traffic and greater than 45 feet from northbound traffic. We would like to request a variance for the placement of this sign to be 5 feet from the N Main St right-of-way. This would allow the sign to be located 5' west of the sidewalk and would provide greater visibility for through traffic.

Thank you for your consideration.

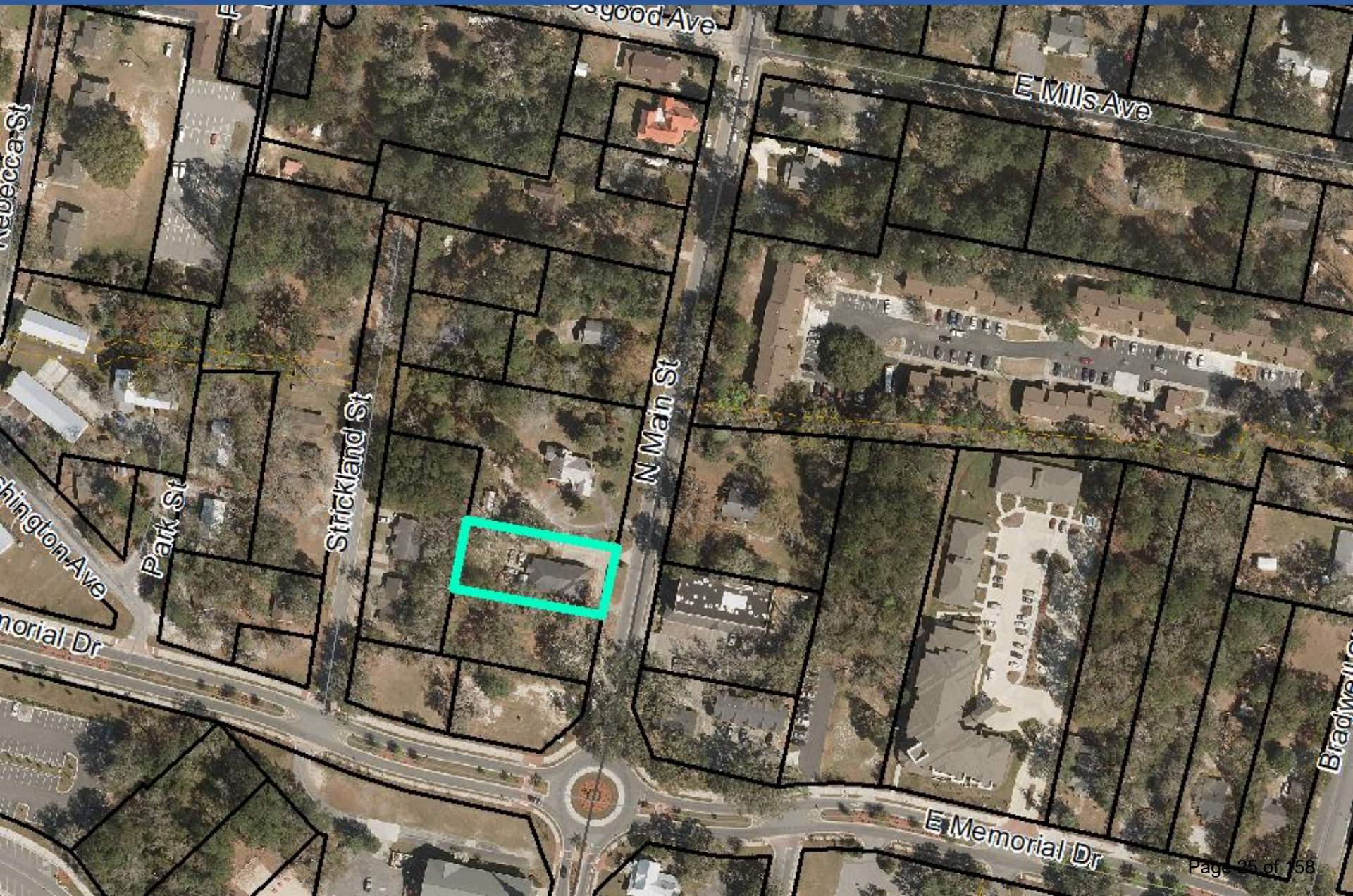
Sincerely,

Josh Wheeler

Per aerial, the actual roadway of N Main St is not centered within the right-of way. Property lines on the East side are approximately 10 ft. from the edge of pavement; whereas property lines on the West side are approximately 20 ft. from the edge of pavement. Thus, sign would have to be located at 30 ft. behind actual roadway.



Vicinity Map



Excerpt from Hinesville's Sign Ordinance

Sec. 818. - Variances.



(a) Variances from the regulations of this article shall be limited to the following hardship situations:

- (1) Where compliance with the regulations of this article would constitute a physical impossibility based on existing trees, plants, natural features, signs, buildings or structures on the lot in question and the variance proposed would not create a safety hazard to vehicular traffic or pedestrians; or

LCPC Recommendation

Approval

Sign Setback Variance
2022-058-H

Conditions Standard

Standard Conditions

1. The applicant must obtain all required local, state and federal licenses and permits prior to commencement of any construction.
2. All plans, documents, materials, and statements contained or implied in this application are considered to be a condition of this action.
3. No change or deviation from the conditions of approval are allowed without prior notification and approval of the Director of the LCPC or the Planning Commission, and the approving governmental authority.



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Rezoning Petition #2022-059-H
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: Request by Liberty County Hospital Authority to rezone 1.89 acres of land, more or less, from R-3 (Single-family Dwelling District) to O-C (Office Commercial District) for a wound care center located at the intersection of Elma G. Miles Parkway and Schoolhouse Road. Properties are Further Described as LCTM-Parcels 057A-075 and 057A-091.

BACKGROUND: The Hospital Authority of Liberty County is preparing to build a Wound Care Facility on their property that is adjacent to the front of Liberty Regional Medical Center's parking lot. The plans are to extend the existing dead-end road off the west side of the parking lot to the new site of the Wound Care Facility to make it part of the hospital's campus. Having a Wound Care Facility on campus will better serve the community. The primary access to the site will be through the current hospital entrance. The road off the west side of the parking lot will be extended to connect School House Road.

FUNDING: N/A

RECOMMENDATION: September 20, 2022. LCPC Commissioners recommended APPROVAL with standard conditions.

ATTACHMENTS:

1. Rezoning Petition 2022-059-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2022-059-H

Request by Liberty County Hospital Authority, owner, to rezone 1.89 acres of land, more or less, from R-3 (Single-Family Dwelling District) to O-C (Office Commercial District) for a proposed Wound Care Center located on the corner of School House Road and E. G. Miles Parkway. Properties are further described as LCTM-Parcels 057A-075 and 057A-091.

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Public Notification



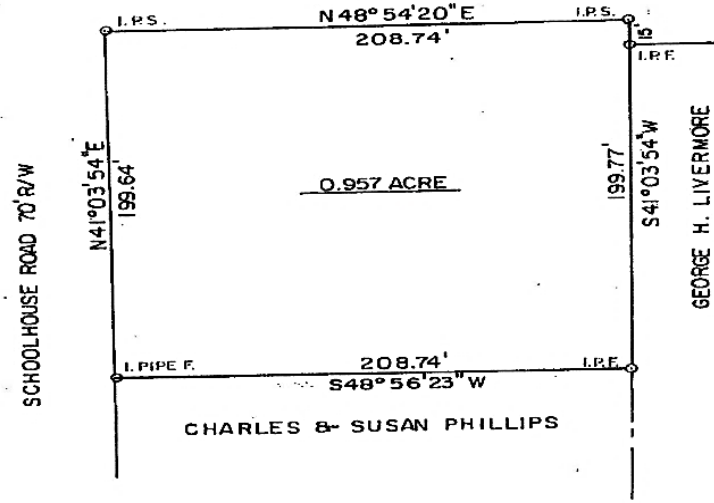
October 6, 2022

Survey

APPROVED FOR RECORDING PURPOSES ONLY
ARTICLE 3.2.3 HINESVILLE SUBDIVISION
REGULATIONS DATED JANUARY 1987.

David J. Dickey *Mar. 24/03*
ZONING ADMINISTRATOR DATE

73'R/W S.R.196 E.G. MILES PARKWAY



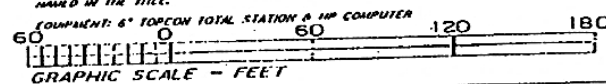
This plat was filed of record in
Plat Section N6 Page 1B
on 24 march, 2003 in the
Liberty County Clerk's Office.
By: Maxine Cox, Deputy Clerk

SURVEY FOR: JOSEPH S. ASHMORE
0.957 ACRE
E.G. MILES PARKWAY - CITY OF HINESVILLE
14586MD - LIBERTY COUNTY - GEORGIA
DATE: 5-31-02 SCALE: 1" = 60'
FLOOD ZONE C

JOHN O. PARKER
P.O. BOX 233 - GLENNVILLE - GEORGIA 30427
912 - 654 - 3844

CLOSURE PRECISION OF FIELD DATA IS ONE FOOT IN inf. FEET.
WITH ANGULAR PRECISION OF 30" PER POINT.
TRAVERSE ADJUSTED USING LEAST SQUARES METHOD.
PLAT IS CALCULATED TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET.

THIS PLAT IS SUBJECT TO ALL RECORDED EASEMENTS AND
RESTRICTIONS, AND IS VALID ONLY FOR THE PERSON OR PERSONS
NAMED IN THE TITLE.

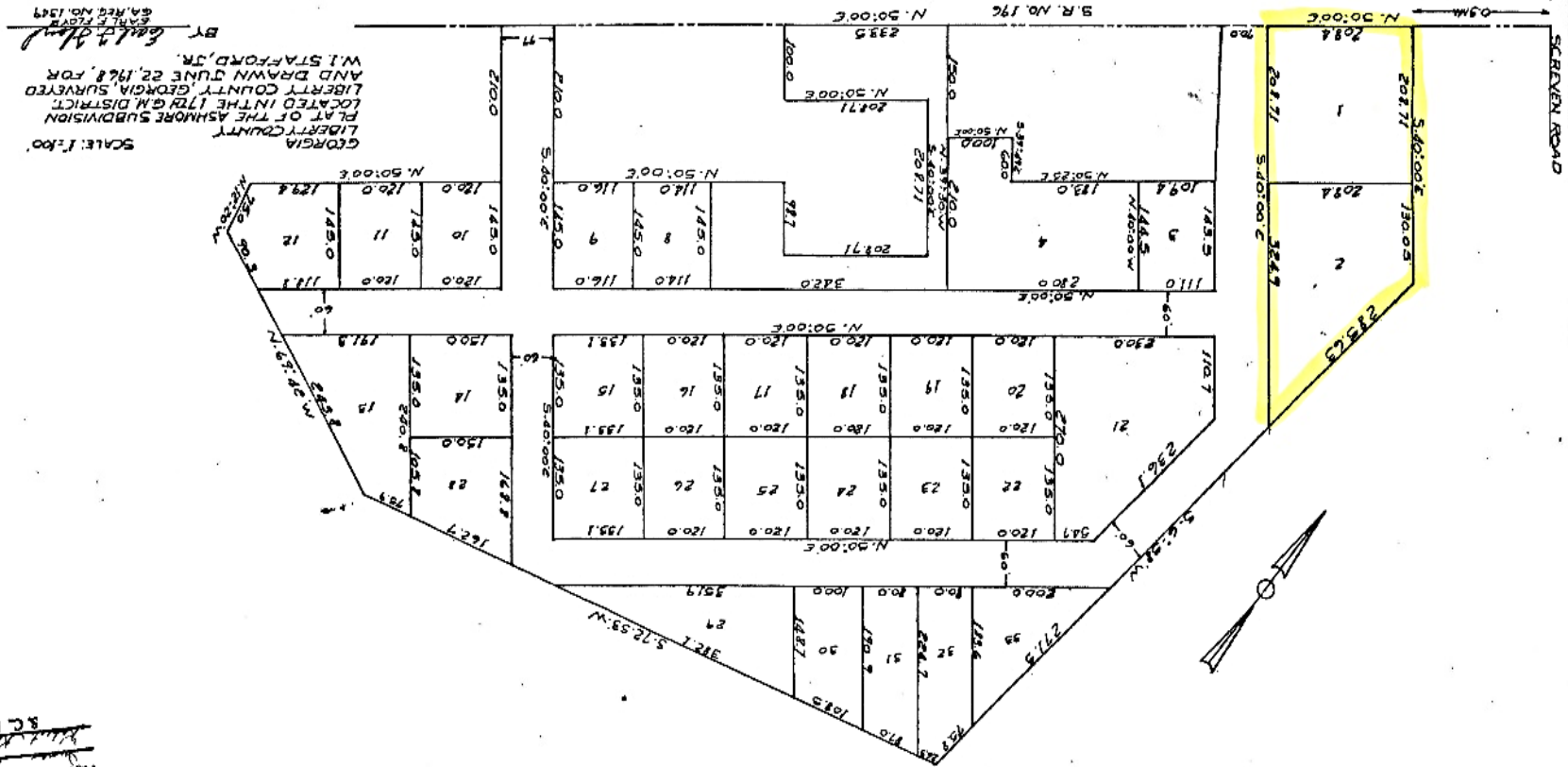


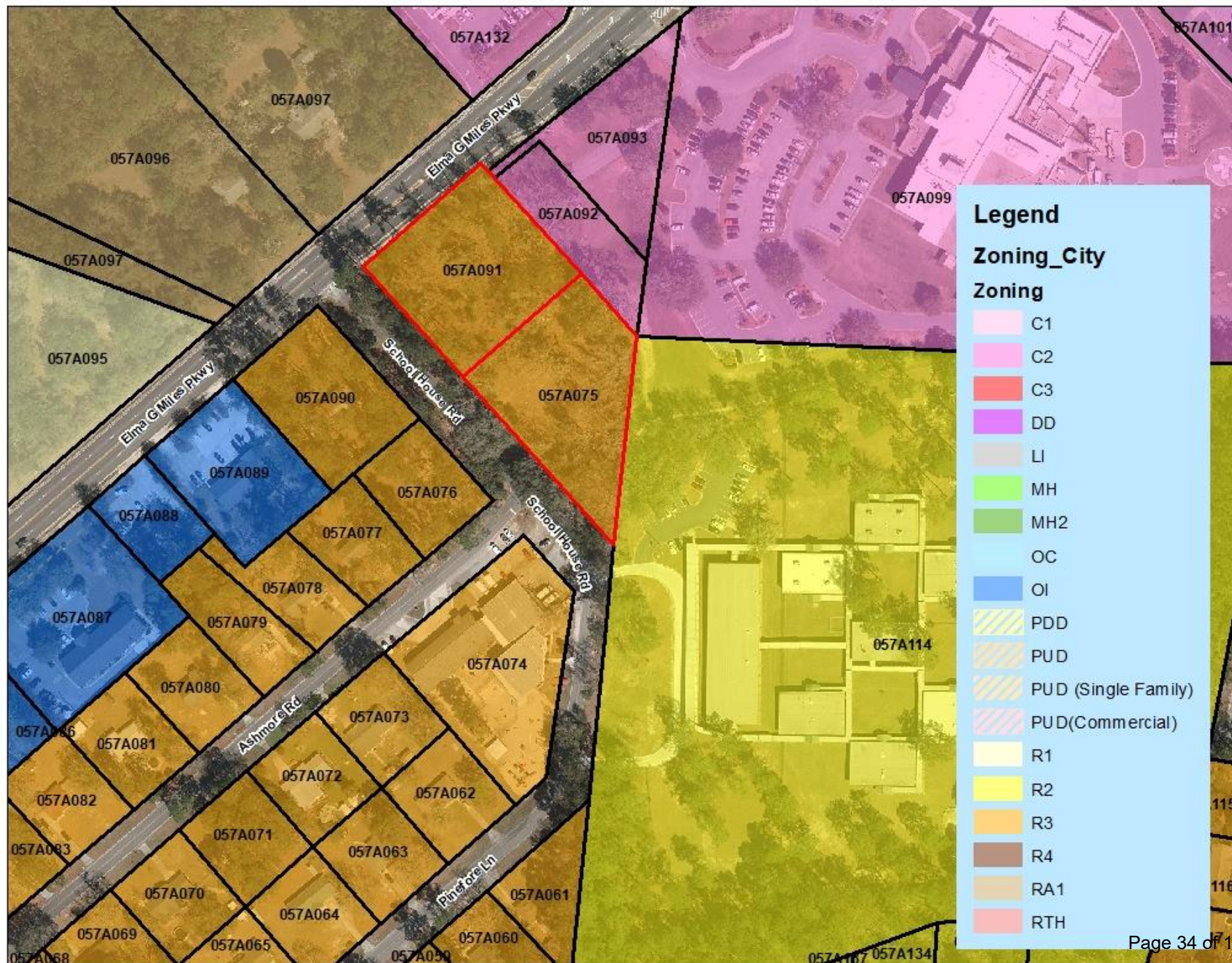
I CERTIFY THAT IN MY OPINION
THIS IS A CORRECT REPRESENTATION
OF THE LAND PLATTED AND HAS BEEN
PREPARED IN CONFORMITY WITH THE
MINIMUM STANDARDS AND REQUIRE-
MENTS OF GEORGIA LAW.

FILED
CLERK
LIBERTY COUNTY
STATE OF GEORGIA
MAR 24 2003
8:09 AM
2003-94



GEORGIA LIBERTY COUNTRY
Clark's Office, Superior Court
Filed for Record the 21st
Day of March, 1968, at 10:00 A.M.
Recorded in Book of Marriages
Page 859
19 68
859





114 North Commerce Street
Hinesville, Georgia 31313
(912) 368-5664 Office
(912) 368-7206 Fax



1000 Towne Center Blvd.
Suite 304
Pooler, Georgia 31322
(912) 355-1046

Project Narrative
Parcel # 057A075 and 057A091 Located on School House Road and Elma G. Miles
Parkway
Hinesville, Georgia

The Hospital Authority of Liberty County is preparing to build a Wound Care Facility on their property that is adjacent to the front of Liberty Regional Medical Center's parking lot. The plans are to extend the existing dead-end road off the West side of the parking lot to the new site of the Wound Care Facility to make it part of the hospital's campus. Having a Wound Care Facility on campus will better serve the community.

The subject properties, tax parcel # 057A075 and tax parcel #057A091, are located on School House Road in Hinesville, Georgia and contain approximately 0.90 acres and 0.99 acres respectively. These sites are currently zoned for R3, Multifamily Residential Districts. The proposed zoning is OC, Office Commercial.

Drainage: Drainage will be designed to meet Hinesville regulations. The exiting stormwater storage facilities will be utilized.

Water and Sewer: This site will be served by the City of Hinesville Water and sewer system. Existing services will be extended to this site.

Transportation: The primary access to the site will be through the current hospital entrance. The road off the west side of the parking lot will be extended to connect Schoolhouse Road.



E.G. MILES PARKWAY / S.R. 196
(R/W VARIES)

35' SETBACK LINE

10' SETBACK LINE

20' SETBACK LINE

±6,000 S.F.
FUTURE BUILDING

FUTURE PARKING AREA

FUTURE PARKING AREA

CONNECT TO
EXISTING DRIVEWAY

EXISTING ASPHALT
DRIVEWAY

EXISTING
STORMWATER
DETENTION POND

EXISTING
HOSPITAL
PARKING LOT

CONCRETE PAD
FOR OXYGEN TANK

EXISTING
PROPERTY LINE

EXISTING PROPERTY LINE

SCHOOLHOUSE ROAD (70' R/W)

±3,000 S.F.
WOUND CARE
TREATMENT CENTER

9.0'

20.0'

24.00'

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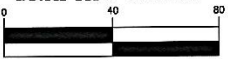
9.0'

9.0'

9.0'

9.0'

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

**LIBERTY REGIONAL MEDICAL CENTER ADDITIONS
PROPOSED SITE LAYOUT
462 E.G. MILES PARKWAY
HINESVILLE, GEORGIA**

HINESVILLE:
114 North Commerce Street
Hinesville, Georgia 31313
(912) 335-5504
POOLER:
1000 Trilong Center Blvd
Pooler, Georgia 31322
(912) 335-1046

TR LONG
ENGINEERING, P.C.

www.trlong.com

CITY OF HINESVILLE
LIBERTY COUNTY, GEORGIA
1458th G.M. DISTRICT
TAX PARCEL: 057A091 & 057A075
TAX MAP: 2022-157
FILE NUMBER: 2022-157
PAGE 1 OF 1

Zoning Analysis

1. Does the property have reasonable economic value as currently zoned?
 - Yes.
2. Does the proposed use conform to the Fort Stewart Joint Land Use Study (JLUS)?
 - Yes.
3. Does the proposed use conform to the Liberty County Comprehensive Plan?
 - Yes – the corner lot is located in the mixed-use corridor; however, abutting lot is single family, low density.

Zoning Analysis

4. Will there be an adverse effect on the value and usability of nearby properties?
 - No.
5. Is the proposed use suitable in view of nearby uses?
 - Yes. Liberty Regional Medical Center property is abutting these properties.
6. Will the zoning proposal create an undue burden on transportation including streets and transit, and on schools, utilities, or the provision of public safety?
 - No. Property can be accessed internally over the hospital property or School House Road.

Zoning Analysis

7. Would this allow a short-term gain at the expense of our local long-term goals?
 - No.
8. Would this change cause a “domino effect”.
 - No.
9. Are there unique historical sites which may be adversely impacted.
 - None noted.

Zoning Analysis

10. Is this parcel in a Flood Hazard Area?
 - No.
11. Is it spot zoning and unrelated to the existing pattern of development?
 - No.
12. Are there unique conditions which support approval or denial?
 - Properties are adjacent to Liberty Regional Medical Center.

LCPC Recommendation

Approval

Rezoning Petition 2022-059-H

Conditions Standard

Standard Conditions

1. The applicant must obtain all required local, state and federal licenses and permits prior to commencement of any construction.
2. All plans, documents, materials, and statements contained or implied in this application are considered to be a condition of this action.
3. No change or deviation from the conditions of approval are allowed without prior notification and approval of the Director of the LCPC or the Planning Commission, and the approving governmental authority.



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Rezoning Petition #2022-060-H
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: Request by The Liberty County Hospital Authority to rezone 0.73 acres of land, more or less, from R-3 (Single-Family Dwelling District) to R-4 (Single and Two-Family Dwelling District) to build a proposed duplex to be located at 504 Schoolhouse Road and is Further described as LCTM-Parcel 057A-090.

BACKGROUND: The Hospital Authority of Liberty County is preparing to construct a duplex building that will be used to house on-call doctors and nurses. This will be part of the hospitals extended campus. The goal of this project is to offset expenditures that are currently going towards hotel costs. Having the duplex on campus will also help better serve their patients in a timely manner. A new driveway with limited parking will be constructed.

FUNDING: N/A

RECOMMENDATION: September 20, 2022. LCPC Commissioners recommended APPROVAL with standard conditions.

ATTACHMENTS:

1. Rezoning Petition 2022-060-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2022-060-H

Request by Liberty County Hospital Authority, owner, to rezone .73 acres of land, more or less, from R-3 (Single-Family Dwelling District) to R-4 (Single- and Two-Family Dwelling District) to build a proposed duplex located at 504 School House Road. Property is further described as LCTM-Parcel 057A-090. The existing residence will be demolished.

The Hospital Authority of Liberty County is proposing to construct a duplex building that will be used to house on-call doctors and nurses.

CONDITIONAL USE 2022-057-FL

A REQUEST BY LATAVIA JACKSON, OWNERS TO BE ALLOWED TO OPERATE A DOG GROOMING BUSINESS AT 97 THORNBIAR DRIVE, IN FLEMINGTON AND FURTHER DESCRIBED AS LCTM-PARCEL 068C-051. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY THORNBIAR DRIVE; **EAST** BY LANDS OF BYRON T. BLAKENEY; **SOUTH** BY LANDS OF LI CUNQING; AND **WEST** BY LANDS OF BRANDON J. AND MARYAH A. SASSER.

SIGN SETBACK VARIANCE 2022-058-H

A REQUEST WAS SUBMITTED BY COMMERCE STREET HOLDINGS, LLC (JOSH WHEELER), OWNER, TO BE ALLOWED TO HAVE A SIGN PLACED 5 FT. FROM THE RIGHT-OF-WAY INSTEAD OF THE REQUIRED 10 FT. PROPERTY IS LOCATED AT 509 N. MAIN STREET, AND FURTHER DESCRIBED AS LCTM-PARCEL 056B-018. PROPERTIES ARE BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH AND SOUTH** BY OTHER LANDS OF COMMERCE STREET HOLDINGS, LLC; **EAST** BY NORTH MAIN STREET; **WEST** BY LANDS OF THE MICHAEL E. BRYANT LIFE TRUST.

REZONING PETITION 2022-059-H

A PETITION WAS SUBMITTED BY THE LIBERTY COUNTY HOSPITAL AUTHORITY, PROPERTY OWNER, TO REZONE 1.89 ACRES OF LAND, MORE OR LESS, FROM R-3 (SINGLE-FAMILY DWELLING DISTRICT) TO O-C (OFFICE COMMERCIAL DISTRICT) FOR A PROPOSED WOUND CARE CENTER LOCATED ON THE CORNER OF SCHOOL HOUSE ROAD AND ELMA G. MILES PARKWAY, FURTHER DESCRIBED AS LCTM-PARCELS 057A-075 AND 057A-091. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY ELMA G. MILES PKWY; **EAST** BY OTHER LANDS OF LIBERTY COUNTY HOSPITAL AUTHORITY; **SOUTH** BY LANDS OF LIBERTY COUNTY BOARD OF EDUCATION AND WESTWOOD DAY CARE CENTER, INC.; **WEST** BY SCHOOL HOUSE ROAD.

REZONING PETITION 2022-060-H

A PETITION WAS SUBMITTED BY THE LIBERTY COUNTY HOSPITAL AUTHORITY, PROPERTY OWNER, TO REZONE .73 ACRES OF LAND, MORE OR LESS, FROM R-3 (SINGLE-FAMILY DWELLING DISTRICT) TO R-4 (SINGLE- AND TWO-FAMILY DWELLING DISTRICT) TO BUILD A PROPOSED DUPLEX TO BE LOCATED AT 504 SCHOOL HOUSE ROAD AND FURTHER DESCRIBED AS LCTM-PARCEL 057A-090. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY ELMA G. MILES PKWY; **EAST** BY SCHOOL HOUSE ROAD; **SOUTH** BY LANDS OF JADACO LLC; **WEST** BY LANDS OF BOSSAD INVESTMENTS, LLC.

REZONING PETITION 2022-061-H

A PETITION WAS SUBMITTED BY KC BROTHERS CONSTRUCTION CO, LLC (JAMES RIM), TO REZONE 2.27 ACRES OF LAND, MORE OR LESS, FROM R-4 (SINGLE- AND TWO-FAMILY DWELLING DISTRICT) TO R-TH (TOWNHOUSE DWELLING DISTRICT) FOR APPROXIMATELY 59 TOWNHOUSE UNITS. PROPERTY IS LOCATED CLOSE TO THE INTERSECTION OF PINELAND AVENUE AND ELLIE LANE AND FURTHER DESCRIBED AS LCTM-PARCEL 047A-202; ADJACENT PARCEL 047A-203 IS ALREADY ZONED R-TH AND IS PART OF THE PROPOSED DEVELOPMENT. PROPERTY TO BE REZONED IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY OTHER LANDS OF KC BROTHERS CONSTRUCTION CO, LLC; **EAST** BY OTHER LANDS OF KC BROTHERS CONSTRUCTION CO, LLC AND LANDS OF KERRY S. FRASIER; AND **SOUTH AND WEST** BY ELLIE LANE.

REZONING PETITION 2022-062-R

A PETITION WAS SUBMITTED BY GARY RYALS, APPLICANT, ON BEHALF OF ICGSA (CHEMTALL) TO REZONE 18 ACRES OF LAND, MORE OR LESS, FROM B-2 (GENERAL COMMERCIAL DISTRICT) TO I-1 (INDUSTRIAL DISTRICT). PROPERTY IS LOCATED ADJACENT TO JONES STREET AND FURTHER DESCRIBED AS LCTM-PARCEL 191D-043 (PORTION THEREOF). PROPERTY TO BE REZONED IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH AND EAST** BY OTHER LANDS OF ICGSA (CHEMTALL); **SOUTH AND WEST** BY JONES STREET.

REZONING PETITION 2022-064-H

A PETITION WAS SUBMITTED BY ALL WAYS FEET, PC (EVETTA L. BORDEN), PROPERTY OWNER, TO REZONE 0.48 ACRES OF LAND, MORE OR LESS, FROM O-4 (OFFICE INSTITUTIONAL DISTRICT) TO R-2 (SINGLE-FAMILY DWELLING DISTRICT) TO USE THE EXISTING STRUCTURE IN A RESIDENTIAL MANNER. PROPERTY IS LOCATED AT 127 MACARTHUR DRIVE, FURTHER DESCRIBED AS LCTM-PARCEL 057C-260. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY MACARTHUR DRIVE; **EAST** BY LANDS OF ROBERT MATTHEW MCDERMITT; **SOUTH** BY LANDS OF LOWE'S HOME CENTERS, INC.; **WEST** BY SARA N. BINKLEY.

PUBLIC HEARINGS

The Liberty Consolidated Planning Commission will hold a public meeting **September 20, 2022, at 4:30 pm**, at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.

PUBLIC HEARINGS TO BE HELD BY THE APPLICABLE GOVERNING AUTHORITY:

Tuesday, October 4, 2022, 6:00 PM – Riceboro City Hall, 4614

South Coastal Hwy, Riceboro.

Thursday, October 6, 2022, 3:00 PM – Hinesville Mayor and Council

will meet at Hinesville City Hall, 115 E ML King, Jr. Drive, Hinesville.

Tuesday, October 11, 2022, 4:30 PM – Flemington Mayor and Council

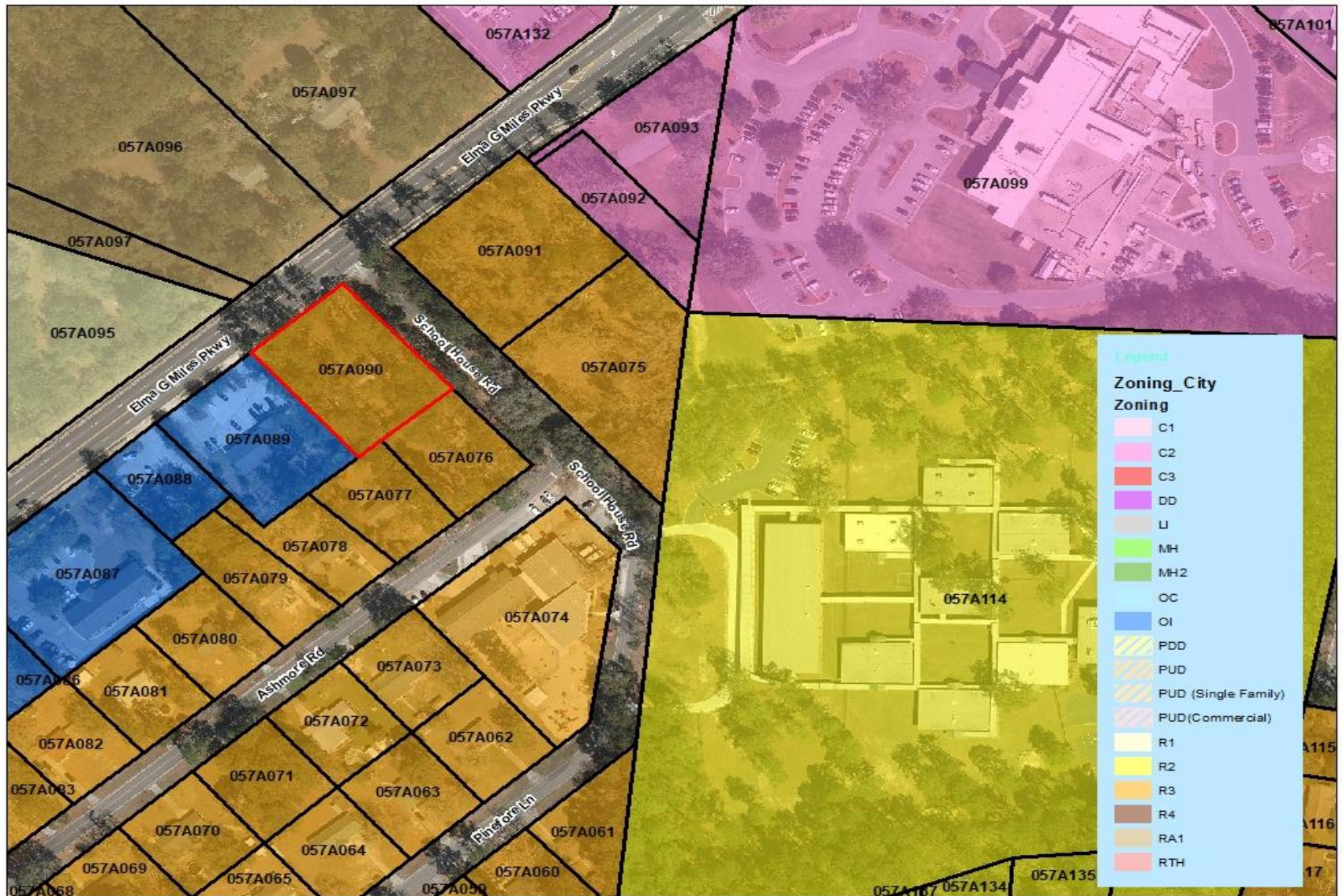
will meet at Flemington City Hall, 156 Old Sunbury Road, Flemington, LG43227 08312022

Public Notification



October 6, 2022

Zoning Map



114 North Commerce Street
Hinesville, Georgia 31313
(912) 368-5664 Office
(912) 368-7206 Fax



1000 Towne Center Blvd.
Suite 304
Pooler, Georgia 31322
(912) 355-1046

Project Narrative
Parcel # 057A090 Located on Elma G. Miles Parkway
Hinesville, Georgia

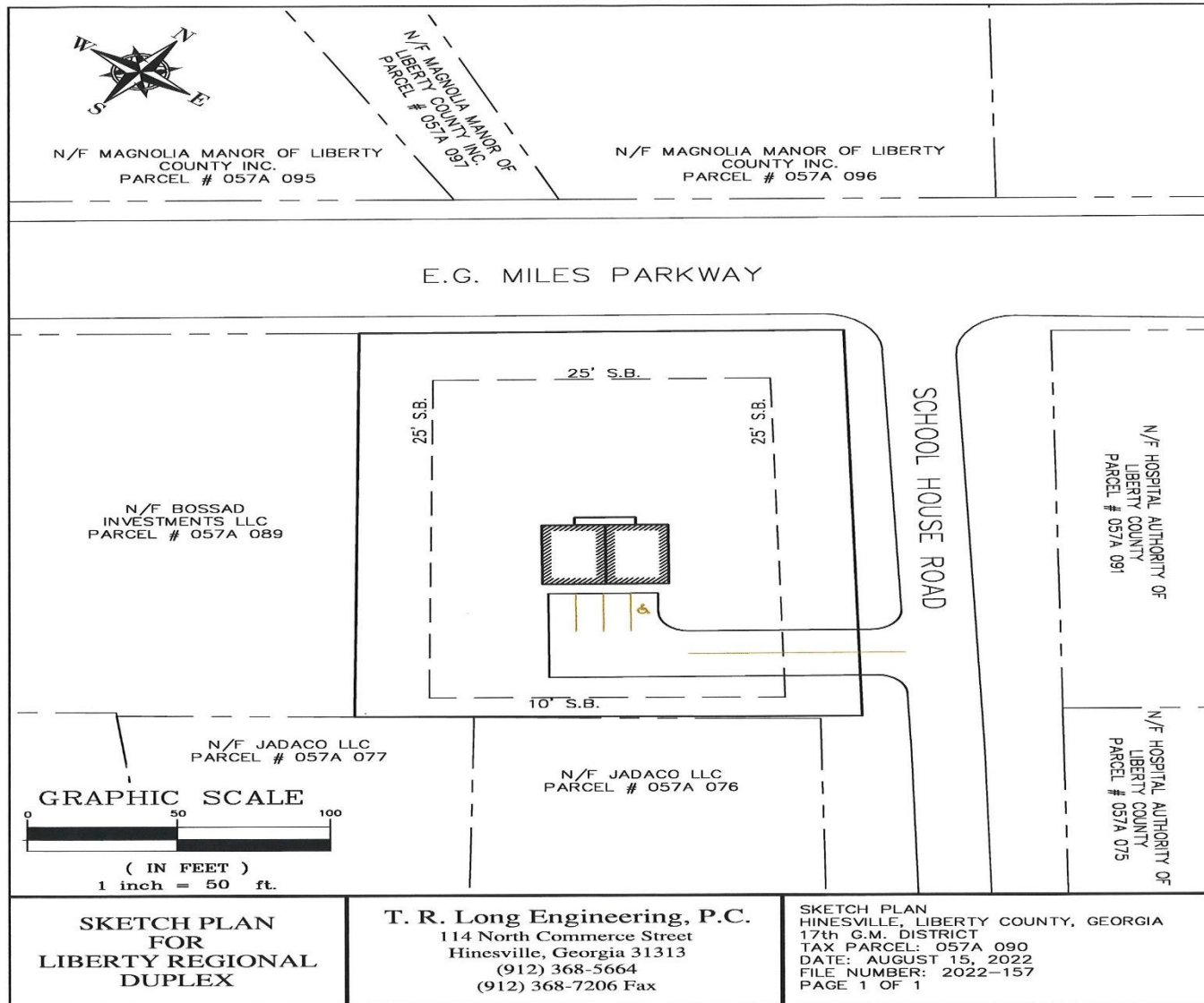
The Hospital Authority of Liberty County is preparing to construct a duplex building that will be used to house on-call doctors and nurses. This will be part of the hospitals extended campus. The goal of this project is offset expenditures that are currently going towards hotel costs. Having the duplex on campus will also help better serve their patients in a timely manner.

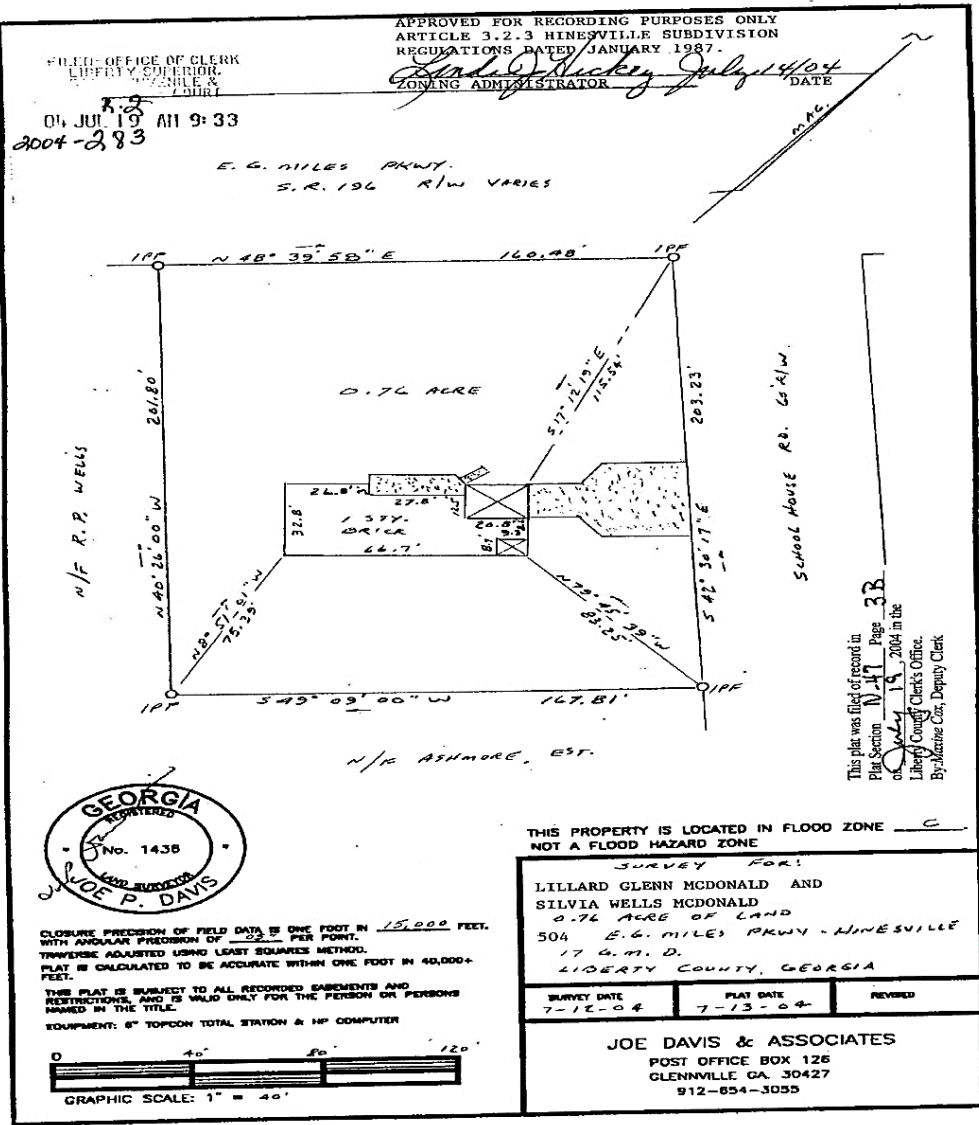
The subject Property, tax parcel # 057A090, is located on Elma G. Miles Parkway in Hinesville, Georgia. The property fronts Elma G. Miles Parkway and contains approximately 0.73 acres. The current zoning is R3, Multifamily Residential Districts and the proposed zoning is R4, Single and Two-Family Dwelling District.

Drainage: Drainage will be designed to meet Hinesville regulations. There is no true outfall for this site. An infiltration basin will be constructed to help control runoff.

Water and Sewer: This site will be served by the City of Hinesville Water and sewer system. Existing services will be extended to this site.

Transportation: A new driveway with limited parking will be constructed.





Zoning Analysis

1. Does the property have reasonable economic value as currently zoned?
 - Yes.
2. Does the proposed use conform to the Fort Stewart Joint Land Use Study (JLUS)?
 - Yes.
3. Does the proposed use conform to the Liberty County Comprehensive Plan?
 - Yes.

Zoning Analysis

4. Will there be an adverse effect on the value and usability of nearby properties?
 - No.
5. Is the proposed use suitable in view of nearby uses?
 - Yes.
6. Will the zoning proposal create an undue burden on transportation including streets and transit, and on schools, utilities, or the provision of public safety?
 - No. The driveway of the duplex and the driveway of the wound care center are proposed to be aligned.

Zoning Analysis

7. Would this allow a short-term gain at the expense of our local long-term goals?
 - No.
8. Would this change cause a “domino effect”.
 - No.
9. Are there unique historical sites which may be adversely impacted.
 - The residence to be demolished was built in 1968.

Zoning Analysis

10. Is this parcel in a Flood Hazard Area?
 - No.
11. Is it spot zoning and unrelated to the existing pattern of development?
 - No.
12. Are there unique conditions which support approval or denial?
 - None noted.

LCPC Recommendation

Approval

Rezoning Petition 2022-060-H

Conditions Standard

Standard Conditions

1. The applicant must obtain all required local, state and federal licenses and permits prior to commencement of any construction.
2. All plans, documents, materials, and statements contained or implied in this application are considered to be a condition of this action.
3. No change or deviation from the conditions of approval are allowed without prior notification and approval of the Director of the LCPC or the Planning Commission, and the approving governmental authority.



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Rezoning Petition #2022-061-H
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: Request by KC Brothers Construction Co, LLC (James Rim), to rezone 2.27 acres of land, more or less, from R-4 (Single-, and Two-Family Dwelling District) close to the intersection of Pineland Avenue and Ellie Lane and further described as LCTM-Parcel 047A-202.

BACKGROUND: Adjacent property on tax map 047A-203 is already zoned R-TH (Townhouse Dwelling District). This property consists of 2.26 acres of land, more or less, and is proposed to be part of this townhouse development.

FUNDING: N/A

RECOMMENDATION: September 20, 2022. LCPC Commissioners recommended APPROVAL with standard conditons.

ATTACHMENTS:

1. Rezoning Petition 2022-061-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2022-061-H

Request by KC Brothers Construction Company, LLC. (James Rim), owner, to rezone 2.27 acres of land, more or less, from R-4 (Single-, Two-Family Dwelling District) to R-TH (Townhouse Dwelling District) for approximately 59 townhouses on Ellie Lane (off Pineland Ave). Property is further described as LCTM-Parcel 047A-202 (portion thereof). A portion of Ellie Lane is public.

Adjacent parcel (060A-203) is already zoned R-TH. That parcel consists of 2.26 acres and is part of the proposed townhouse development.

CONDITIONAL USE 2022-057-FL

A REQUEST BY LATAVIA JACKSON, OWNERS TO BE ALLOWED TO OPERATE A DOG GROOMING BUSINESS AT 97 THORNBRIAR DRIVE, IN FLEMINGTON AND FURTHER DESCRIBED AS LCTM-PARCEL 068C-051. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY THORNBRIAR DRIVE; **EAST** BY LANDS OF BYRON T. BLAKENEY; **SOUTH** BY LANDS OF LI CUNOING; AND **WEST** BY LANDS OF BRANDON J. AND MARYAH A. SASSER.

SIGN SETBACK VARIANCE 2022-058-H

A REQUEST WAS SUBMITTED BY COMMERCE STREET HOLDINGS, LLC (JOSH WHEELER), OWNER, TO BE ALLOWED TO HAVE A SIGN PLACED 5 FT. FROM THE RIGHT-OF-WAY INSTEAD OF THE REQUIRED 10 FT. PROPERTY IS LOCATED AT 509 N. MAIN STREET, AND FURTHER DESCRIBED AS LCTM-PARCEL 056B-018. PROPERTIES ARE BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** AND **SOUTH** BY OTHER LANDS OF COMMERCE STREET HOLDINGS, LLC; **EAST** BY NORTH MAIN STREET; **WEST** BY LANDS OF THE MICHAEL E. BRYANT LIFE TRUST.

REZONING PETITION 2022-059-H

A PETITION WAS SUBMITTED BY THE LIBERTY COUNTY HOSPITAL AUTHORITY, PROPERTY OWNER, TO REZONE 1.89 ACRES OF LAND, MORE OR LESS, FROM R-3 (SINGLE-FAMILY DWELLING DISTRICT) TO O-C (OFFICE COMMERCIAL DISTRICT) FOR A PROPOSED WOUND CARE CENTER LOCATED ON THE CORNER OF SCHOOL HOUSE ROAD AND ELMA G. MILES PARKWAY, FURTHER DESCRIBED AS LCTM-PARCELS 057A-075 AND 057A-091. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY ELMA G. MILES PKWY; **EAST** BY OTHER LANDS OF LIBERTY COUNTY HOSPITAL AUTHORITY; **SOUTH** BY LANDS OF LIBERTY COUNTY BOARD OF EDUCATION AND WESTWOOD DAY CARE CENTER, INC; **WEST** BY SCHOOL HOUSE ROAD.

REZONING PETITION 2022-060-H

A PETITION WAS SUBMITTED BY THE LIBERTY COUNTY HOSPITAL AUTHORITY, PROPERTY OWNER, TO REZONE .73 ACRES OF LAND, MORE OR LESS, FROM R-3 (SINGLE-FAMILY DWELLING DISTRICT) TO R-4 (SINGLE- AND TWO-FAMILY DWELLING DISTRICT) TO BUILD A PROPOSED DUPLEX TO BE LOCATED AT 504 SCHOOL HOUSE ROAD AND FURTHER DESCRIBED AS LCTM-PARCEL 057A-090. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY ELMA G. MILES PKWY; **EAST** BY SCHOOL HOUSE ROAD; **SOUTH** BY LANDS OF JADACO LLC; **WEST** BY LANDS OF BOSSAD INVESTMENTS, LLC.

REZONING PETITION 2022-061-H

A PETITION WAS SUBMITTED BY KC BROTHERS CONSTRUCTION CO, LLC (JAMES RIM), TO REZONE 2.27 ACRES OF LAND, MORE OR LESS, FROM R-4 (SINGLE- AND TWO-FAMILY DWELLING DISTRICT) TO R-TH (TOWNHOUSE DWELLING DISTRICT) FOR APPROXIMATELY 59 TOWNHOUSE UNITS. PROPERTY IS LOCATED CLOSE TO THE INTERSECTION OF PINELAND AVENUE AND ELLIE LANE AND FURTHER DESCRIBED AS LCTM-PARCEL 047A-202; ADJACENT PARCEL 047A-203 IS ALREADY ZONED R-TH AND IS PART OF THE PROPOSED DEVELOPMENT. PROPERTY TO BE REZONED IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY OTHER LANDS OF KC BROTHERS CONSTRUCTION CO, LLC; **EAST** BY OTHER LANDS OF KC BROTHERS CONSTRUCTION CO, LLC AND LANDS OF KERRY S. FRASIER; AND **SOUTH** AND **WEST** BY ELLIE LANE.

REZONING PETITION 2022-062-R

A PETITION WAS SUBMITTED BY GARY RYALS, APPLICANT, ON BEHALF OF ICGSA (CHEMTALL) TO REZONE 18 ACRES OF LAND, MORE OR LESS, FROM B-2 (GENERAL COMMERCIAL DISTRICT) TO I-1 (INDUSTRIAL DISTRICT). PROPERTY IS LOCATED ADJACENT TO JONES STREET AND FURTHER DESCRIBED AS LCTM-PARCEL 191D-043 (PORTION THEREOF). PROPERTY TO BE REZONED IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** AND **EAST** BY OTHER LANDS OF ICGSA (CHEMTALL); **SOUTH** AND **WEST** BY JONES STREET.

REZONING PETITION 2022-064-H

A PETITION WAS SUBMITTED BY ALL WAYS FEET, PC (EVETTA L. BORDEN), PROPERTY OWNER, TO REZONE 0.48 ACRES OF LAND, MORE OR LESS, FROM O-1 (OFFICE INSTITUTIONAL DISTRICT) TO R-2 (SINGLE-FAMILY DWELLING DISTRICT) TO USE THE EXISTING STRUCTURE IN A RESIDENTIAL MANNER. PROPERTY IS LOCATED AT 127 MACARTHUR DRIVE, FURTHER DESCRIBED AS LCTM-PARCEL 057C-260. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY MACARTHUR DRIVE; **EAST** BY LANDS OF ROBERT MATTHEW McDERMITT; **SOUTH** BY LANDS OF LOWE'S HOME CENTERS, INC; **WEST** BY SARA N. BINKLEY.

PUBLIC HEARINGS

The Liberty Consolidated Planning Commission will hold a public meeting **September 20, 2022, at 4:30 pm**, at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.

PUBLIC HEARINGS TO BE HELD BY THE APPLICABLE GOVERNING AUTHORITY:

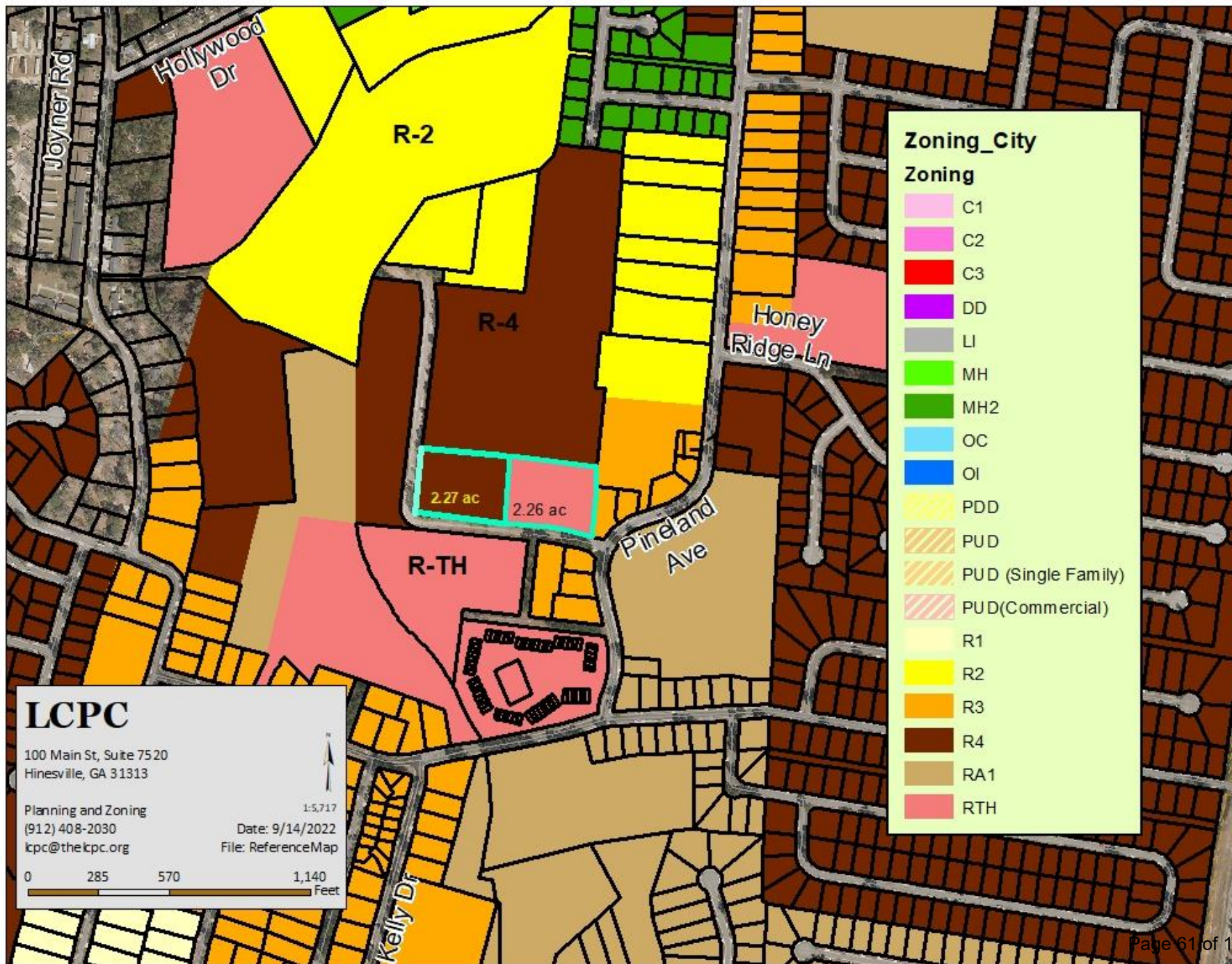
Tuesday, October 4, 2022, 6:00 PM – Riceboro City Hall, 4614 South Coastal Hwy, Riceboro.

Thursday, October 6, 2022, 3:00 PM – Hinesville Mayor and Council will meet at Hinesville City Hall, 115 E ML King, Jr. Drive, Hinesville.

Tuesday, October 11, 2022, 4:30 PM – Flemington Mayor and Council will meet at Flemington City Hall, 156 Old Sunbury Road, Flemington, LG43227 08312022

Public Notification







Rezoning Narrative for James Rim

Tax Parcel 047A 202
Ellie Lane, Hinesville, Georgia

The current zoning for the tax parcels 047A 202 (14.96 acres) is R-4 (Single and Two family). Approximately 2.27 acres of Parcels 047A 202 will be rezoned to R-TH, townhouse dwelling district.

The subject parcel is located along Ellie Lane in Hinesville, Georgia. The project is proposed to include a portion of Parcel 047A 202 and Parcel 047A 203. This property will be developed for townhouses. A portion of Ellie Lane will be improved to city roadway standards. The interior roadway will consist of a 24-foot travel lane, curb and gutter, and sidewalk. The project will access Ellie Lane. Approximately 50-59 townhomes will be constructed.

LAND USE KEY



N/F LARRY GALBREATH
PARCEL # 0474 147

N/F LARRY GALBREATH
PARCEL # 0474 201

N/F BENJAMIN JONES
PARCEL # 0474 208

N/F HENRY FRASER
PARCEL # 0474 210

GRAPHIC SCALE



PROJECT DESCRIPTION AND GENERAL NOTES:

PROJECT NAME/ADDRESS: ELLIE LANE
HINESVILLE, GEORGIA 31313

- TENANCY OF PROJECT: TOWN HOMES
- BUILDING PROPERTIES / SITE DATA:
PROPOSED ZONING: R-7H
SITE ACREAGE: TOTAL 4.52 AC (TOWN HOMES)
NUMBER OF LOTS: 50 TOWN HOMES
- WETLANDS: BASED ON A SITE DELINEATION BY JEFF WILLIAMS.
- STATE WATERS: THERE ARE STATE WATERS LOCATED ON THE SUBJECT PROPERTIES OR WITHIN 200 FEET OF THE SUBJECT PROPERTIES.
- SETBACKS:
FRONT - 35 FEET
SIDE (STREET) - 20 FEET
BACK - 20 FEET
- TOTAL LENGTH OF NEW STREETS: 0.15 MILES (810 FT.)



N/F SHELLY WALKER
PARCEL # 0460 113

Kristi Cove for
James Rimm
Hinesville, Georgia

KRISTI ROAD OPTION #1
HINESVILLE, GEORGIA
TAX PARCEL: 0474 202
FILE NUMBER: TEMP JAMES RIM
PAGE 1 OF 1

Zoning Analysis

1. Does the property have reasonable economic value as currently zoned?
 - Yes.
2. Does the proposed use conform to the Fort Stewart Joint Land Use Study (JLUS)?
 - Yes.
3. Does the proposed use conform to the Liberty County Comprehensive Plan?
 - No. Parcel to be rezoned is designated as residential low density. However, there is R-TH zoning in close proximity.

Zoning Analysis

4. Will there be an adverse effect on the value and usability of nearby properties?
 - No.
5. Is the proposed use suitable in view of nearby uses?
 - Yes. There is one apartment complex and one condo complex in close vicinity.
6. Will the zoning proposal create an undue burden on transportation including streets and transit, and on schools, utilities, or the provision of public safety?
 - No.

Zoning Analysis

7. Would this allow a short-term gain at the expense of our local long-term goals?
 - No.
8. Would this change cause a “domino effect”.
 - Yes.
9. Are there unique historical sites which may be adversely impacted.
 - None noted.

Zoning Analysis

10. Is this parcel in a Flood Hazard Area?
 - Yes. (AE)
11. Is it spot zoning and unrelated to the existing pattern of development?
 - No.
12. Are there unique conditions which support approval or denial?
 - None noted.

LCPC Recommendation

Approval

Rezoning Petition 2022-061-H

Conditions Standard

Standard Conditions

1. The applicant must obtain all required local, state and federal licenses and permits prior to commencement of any construction.
2. All plans, documents, materials, and statements contained or implied in this application are considered to be a condition of this action.
3. No change or deviation from the conditions of approval are allowed without prior notification and approval of the Director of the LCPC or the Planning Commission, and the approving governmental authority.



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Rezoning Petition #2022-064-H
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: A petition was submitted by All Ways Feet, PC, (Evetta L. Borden), property owner, to rezone 0.48 acres of land, more or less, from O-I (Office Institutional District) to R-2 (Single-Family Dwelling District) to use the existing structure in a residential manner. The property is located at 127 MacArthur Drive and is further described as LCTM Parcel 057C-260.

BACKGROUND: In October 2002, this property was rezoned from R-2 to O-I for doctor's office use. Other properties on MacArthur Drive are still zoned R-2.

FUNDING: N/A

RECOMMENDATION: September 20, 2022. LCPC Commissioners recommended APPROVAL with standard conditions.

ATTACHMENTS:

1. Rezoning Petition 2022-064-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2022-064-H

Request by All Ways Feet, PC (Evetta L. Borden), owner, to rezone 0.48 acres of land, more or less, from O-I (Office Institutional District) to R-2 (Single-Family Dwelling District) to use the existing structure in a residential manner. In October 2002, this property was rezoned from R-2 to O-I for doctor's office use.

Property is located at 127 MacArthur Drive and further described as LCTM-Parcel 057C-260.

CONDITIONAL USE 2022-057-FL

A REQUEST BY LATAVIA JACKSON, OWNERS TO BE ALLOWED TO OPERATE A DOG GROOMING BUSINESS AT 97 THORNBIARI DRIVE, IN FLEMINGTON AND FURTHER DESCRIBED AS LCTM-PARCEL 068C-051. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY THORNBIARI DRIVE; **EAST** BY LANDS OF BYRON T. BLAKENEY; **SOUTH** BY LANDS OF LI CUNOING; AND **WEST** BY LANDS OF BRANDON J. AND MARYAH A. SASSER.

SIGN SETBACK VARIANCE 2022-058-H

A REQUEST WAS SUBMITTED BY COMMERCE STREET HOLDINGS, LLC (JOSH WHEELER), OWNER, TO BE ALLOWED TO HAVE A SIGN PLACED 5 FT. FROM THE RIGHT-OF-WAY INSTEAD OF THE REQUIRED 10 FT. PROPERTY IS LOCATED AT 509 N. MAIN STREET, AND FURTHER DESCRIBED AS LCTM-PARCEL 056B-018. PROPERTIES ARE BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** AND **SOUTH** BY OTHER LANDS OF COMMERCE STREET HOLDINGS, LLC; **EAST** BY NORTH MAIN STREET; **WEST** BY LANDS OF THE MICHAEL E. BRYANT LIFE TRUST.

REZONING PETITION 2022-059-H

A PETITION WAS SUBMITTED BY THE LIBERTY COUNTY HOSPITAL AUTHORITY, PROPERTY OWNER, TO REZONE 1.89 ACRES OF LAND, MORE OR LESS, FROM R-3 (SINGLE-FAMILY DWELLING DISTRICT) TO O-C (OFFICE COMMERCIAL DISTRICT) FOR A PROPOSED WOUND CARE CENTER LOCATED ON THE CORNER OF SCHOOL HOUSE ROAD AND ELMA G. MILES PARKWAY, FURTHER DESCRIBED AS LCTM-PARCELS 057A-075 AND 057A-091. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY ELMA G. MILES PKWY; **EAST** BY OTHER LANDS OF LIBERTY COUNTY HOSPITAL AUTHORITY; **SOUTH** BY LANDS OF LIBERTY COUNTY BOARD OF EDUCATION AND WESTWOOD DAY CARE CENTER, INC; **WEST** BY SCHOOL HOUSE ROAD.

REZONING PETITION 2022-060-H

A PETITION WAS SUBMITTED BY THE LIBERTY COUNTY HOSPITAL AUTHORITY, PROPERTY OWNER, TO REZONE .73 ACRES OF LAND, MORE OR LESS, FROM R-3 (SINGLE-FAMILY DWELLING DISTRICT) TO R-4 (SINGLE- AND TWO-FAMILY DWELLING DISTRICT) TO BUILD A PROPOSED DUPLEX TO BE LOCATED AT 504 SCHOOL HOUSE ROAD AND FURTHER DESCRIBED AS LCTM-PARCEL 057A-090. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY ELMA G. MILES PKWY; **EAST** BY SCHOOL HOUSE ROAD; **SOUTH** BY LANDS OF JADACO LLC; **WEST** BY LANDS OF BOSSAD INVESTMENTS, LLC.

REZONING PETITION 2022-061-H

A PETITION WAS SUBMITTED BY KC BROTHERS CONSTRUCTION CO, LLC (JAMES RIM), TO REZONE 2.27 ACRES OF LAND, MORE OR LESS, FROM R-4 (SINGLE- AND TWO-FAMILY DWELLING DISTRICT) TO R-TH (TOWNHOUSE DWELLING DISTRICT) FOR APPROXIMATELY 59 TOWNHOUSE UNITS. PROPERTY IS LOCATED CLOSE TO THE INTERSECTION OF PINELAND AVENUE AND ELLIE LANE AND FURTHER DESCRIBED AS LCTM-PARCEL 047A-202; ADJACENT PARCEL 047A-203 IS ALREADY ZONED R-TH AND IS PART OF THE PROPOSED DEVELOPMENT. PROPERTY TO BE REZONED IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY OTHER LANDS OF KC BROTHERS CONSTRUCTION CO, LLC; **EAST** BY OTHER LANDS OF KC BROTHERS CONSTRUCTION CO, LLC AND LANDS OF KERRY S. FRASIER; AND **SOUTH** AND **WEST** BY ELLIE LANE.

REZONING PETITION 2022-062-R

A PETITION WAS SUBMITTED BY GARY RYALS, APPLICANT, ON BEHALF OF ICGSA (CHEMTALL) TO REZONE 18 ACRES OF LAND, MORE OR LESS, FROM B-2 (GENERAL COMMERCIAL DISTRICT) TO I-1 (INDUSTRIAL DISTRICT). PROPERTY IS LOCATED ADJACENT TO JONES STREET AND FURTHER DESCRIBED AS LCTM-PARCEL 191D-043 (PORTION THEREOF). PROPERTY TO BE REZONED IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** AND **EAST** BY OTHER LANDS OF ICGSA (CHEMTALL); **SOUTH** AND **WEST** BY JONES STREET.

REZONING PETITION 2022-064-H

A PETITION WAS SUBMITTED BY ALL WAYS FEET, PC (EVETTA L. BORDEN), PROPERTY OWNER, TO REZONE 0.48 ACRES OF LAND, MORE OR LESS, FROM O-I (OFFICE INSTITUTIONAL DISTRICT) TO R-2 (SINGLE-FAMILY DWELLING DISTRICT) TO USE THE EXISTING STRUCTURE IN A RESIDENTIAL MANNER. PROPERTY IS LOCATED AT 127 MACARTHUR DRIVE, FURTHER DESCRIBED AS LCTM-PARCEL 057C-260. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY MACARTHUR DRIVE; **EAST** BY LANDS OF ROBERT MATTHEW McDERMITT; **SOUTH** BY LANDS OF LOWE'S HOME CENTERS, INC; **WEST** BY SARA N. BINKLEY.

PUBLIC HEARINGS

The Liberty Consolidated Planning Commission will hold a public meeting **September 20, 2022, at 4:30 pm**, at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.

PUBLIC HEARINGS TO BE HELD BY THE APPLICABLE GOVERNING AUTHORITY:

Tuesday, October 4, 2022, 6:00 PM – Riceboro City Hall, 4614 South Coastal Hwy, Riceboro.

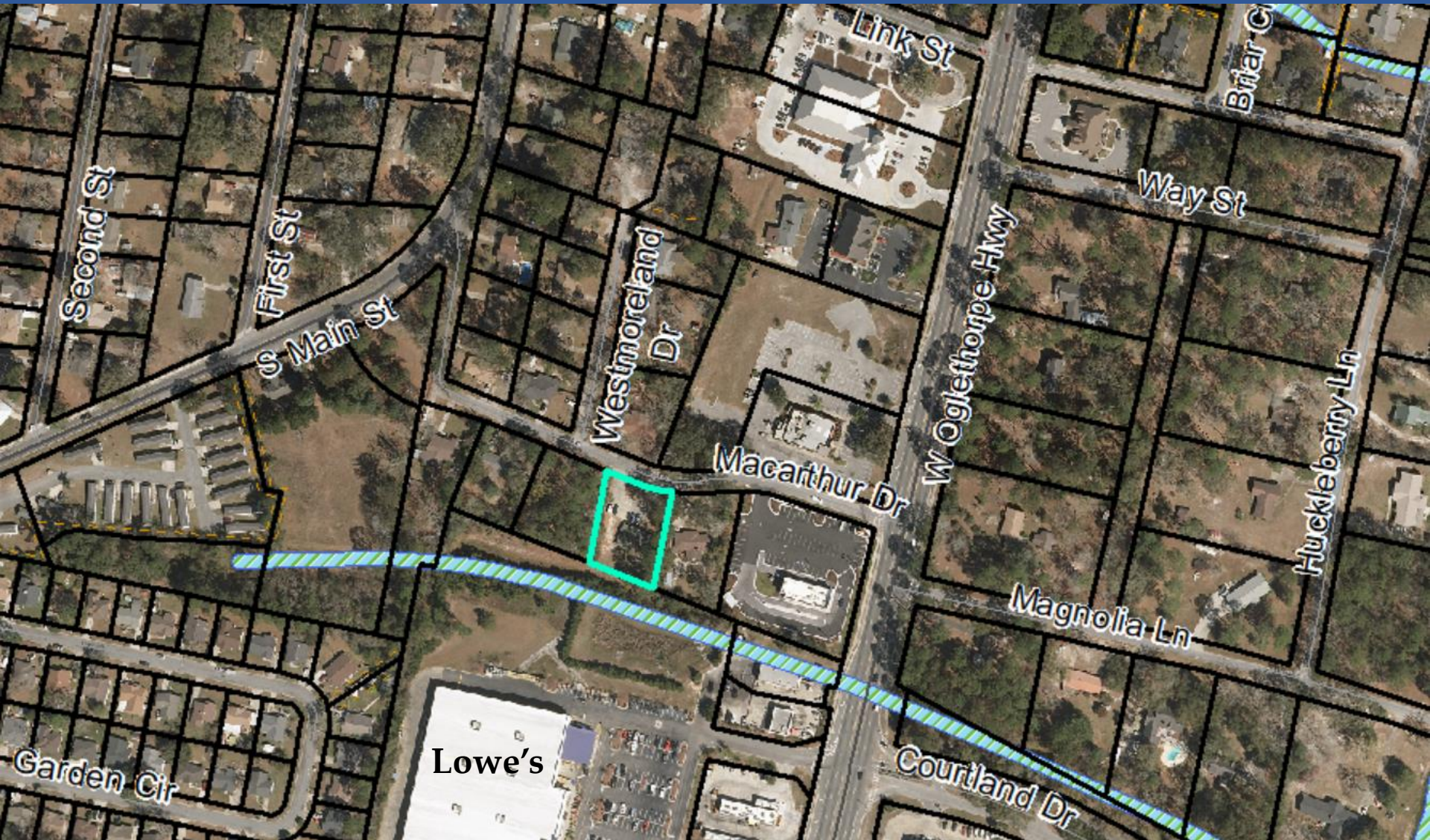
Thursday, October 6, 2022, 3:00 PM – Hinesville Mayor and Council will meet at Hinesville City Hall, 115 E ML King, Jr. Drive, Hinesville.

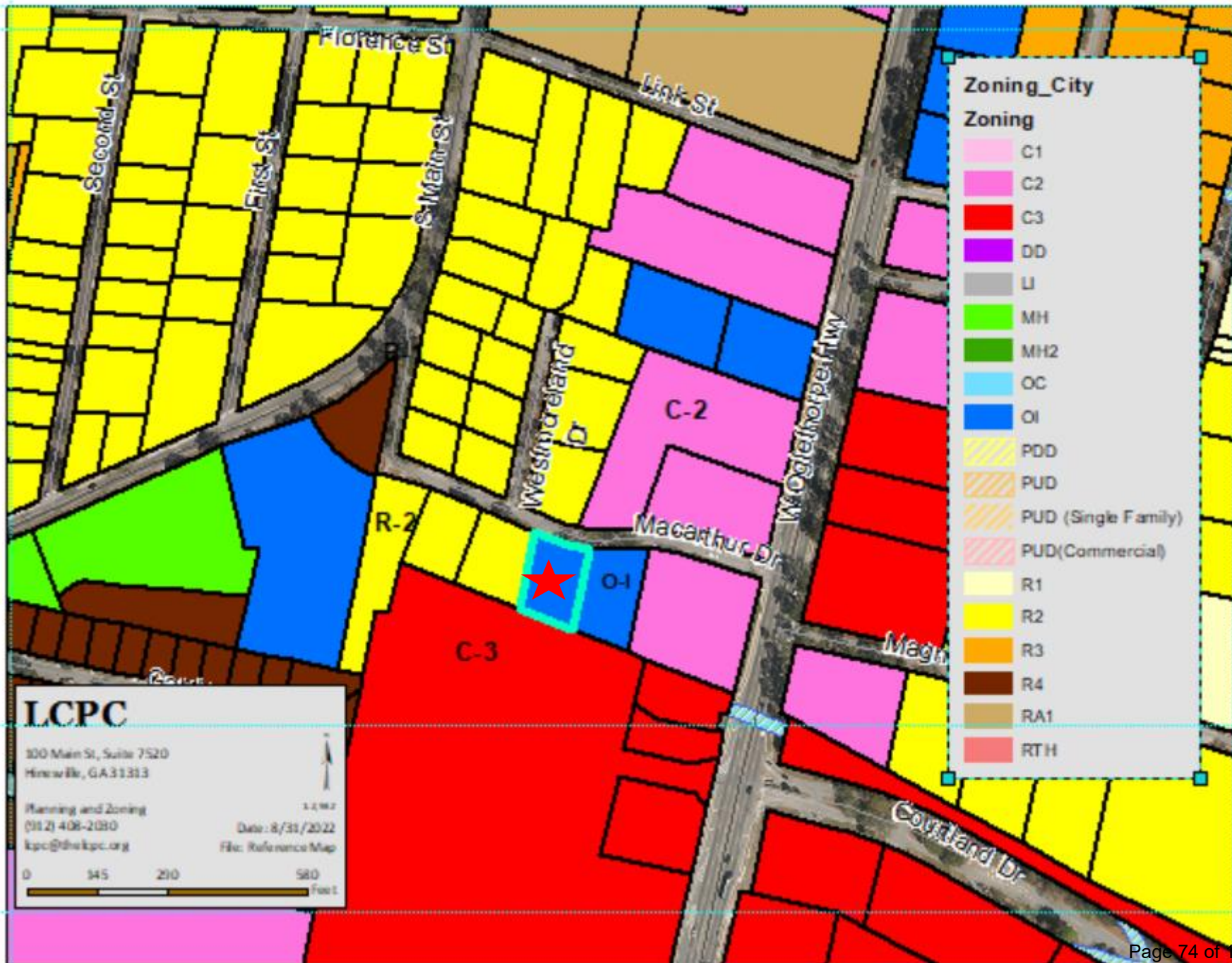
Tuesday, October 11, 2022, 4:30 PM – Flemington Mayor and Council will meet at Flemington City Hall, 156 Old Sunbury Road, Flemington, LG43227 08312022

Public Notification



Aerial





127 MacArthur Drive



October 6, 2022

Zoning Analysis

1. Does the property have reasonable economic value as currently zoned?
 - Yes.
2. Does the proposed use conform to the Fort Stewart Joint Land Use Study (JLUS)?
 - Yes.
3. Does the proposed use conform to the Liberty County Comprehensive Plan?
 - No. It is designated as commercial due to the O-I zoning.

Zoning Analysis

4. Will there be an adverse effect on the value and usability of nearby properties?
 - No.
5. Is the proposed use suitable in view of nearby uses?
 - Yes.
6. Will the zoning proposal create an undue burden on transportation including streets and transit, and on schools, utilities, or the provision of public safety?
 - No.

Zoning Analysis

7. Would this allow a short-term gain at the expense of our local long-term goals?
 - No.
8. Would this change cause a “domino effect”.
 - No.
9. Are there unique historical sites which may be adversely impacted.
 - None noted.

Zoning Analysis

10. Is this parcel in a Flood Hazard Area?
 - No.
11. Is it spot zoning and unrelated to the existing pattern of development?
 - No.
12. Are there unique conditions which support approval or denial?
 - Property reverts to R-2 as it was zoned prior to 2002. Properties to the West and North are still zoned R-2.

LCPC Recommendation

Approval

Rezoning Petition 2022-064-H

Conditions Standard

Standard Conditions

1. The applicant must obtain all required local, state and federal licenses and permits prior to commencement of any construction.
2. All plans, documents, materials, and statements contained or implied in this application are considered to be a condition of this action.
3. No change or deviation from the conditions of approval are allowed without prior notification and approval of the Director of the LCPC or the Planning Commission, and the approving governmental authority.





City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Fiscal Year 2023 Budget Public Hearing
Prepared by: Kimberly Ryon
Presented by: Kimberly Ryon

PURPOSE: To allow public input on the City's proposed budget for fiscal year ending October 31, 2023.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

1. FY 2023 budget summary adoption

PREVIOUS COUNCIL DISCUSSION:

City of Hinesville
Summary of Revenues & Expenditures
FY 2023 Budget

		<u>Revenues</u>	<u>Expenditures</u>	<u>Difference</u>
100	General Fund	\$ 24,618,552	\$ 24,618,552	\$ -
200	SPLOST	642,499	642,499	-
230	Special Revenue - ARPA	35,000	35,000	-
250	Special Revenue - Multiple Grant Fund	1,265,470	1,265,470	-
275	Special Revenue - Hotel/Motel	195,457	195,457	-
335	LMIG	407,496	407,496	-
505	Water and Sewer Fund	12,252,249	12,252,249	-
540	Solid Waste Fund	3,731,550	3,731,550	-
545	Liberty Transit	2,167,917	2,167,917	-
575	Storm Water Utility Fund	1,694,823	1,694,823	-
		<u><u>\$ 47,011,013</u></u>	<u><u>\$ 47,011,013</u></u>	<u><u>\$ -</u></u>

**City of Hinesville
Budget Summary by Fund
Fiscal Year 2023**

General Fund – Balanced

- The budget as presented assumes a 10.30 millage rate (a decrease of .20 mills).
- For Local Option Sales Tax (LOST) revenue, we anticipated level revenue from the City's fiscal year 2022 actual LOST revenue. However, we did adjust for the change in percentage allocation of LOST beginning January 1, 2023. Our current portion is 47.452 our new allocation will increase to 48.50%.
 - We are still seeing growth in our sales tax revenue. However, with the inflationary economy we are in, we feel that it is wise to be conservative in our projections for FY 2023.
- This budget includes a Cost of Living Adjustment (COLA) in the amount of 4.00%. The CPI for July in the South region is 9.40%.
- This budget includes the following staffing changes:
 - ***Additional positions:***
 - 1 – Human Resource Specialist to begin January 1, 2023
 - 1 – Parks and Grounds Technician to begin March 1, 2023
 - ***Redeployed positions:***
 - 1 – Coordinated Entry Intake Specialist to begin November 1, 2022
- This budget sets aside Current Year Operating Reserve in the amount of \$400,000.
- This budget includes a capital purchase of a Quint (Fire Engine). The budgeted cost is \$1,100,000 and is budgeted to be financed for 7 years. Due to the lead time of this equipment, one quarterly lease payment in the amount of \$43,423 is included in the FY 2023 budget.

ARPA Fund

- \$35,000 was reallocated from other projects to provide funding for Diversity Health Clinic.

Water & Sewer Fund – Balanced

- The Water & Sewer Fund is balanced.
- This budget includes a proposed water and sewer rate increase. The increase to the average residential customer is less than 2%. Water and Sewer rates were last increased November 1, 2017.
- This budget includes a proposed increase to the Walthourville Sewer rate. A 5.0% increase to \$2.05/1,000 gallons. This rate was last increased November 1, 2017.
- This budget includes the following fee increases:
 - a proposed increase to the meter installation fees to cover the increase in the cost of the meters. (See attached Water Installation Fee schedule)
 - a proposed increase to the reconnection fee. This fee was increased to \$25 in 1999. We are proposing to increase it to \$35.
- This budget includes a proposed new fee for reuse water meter installation fee. We are proposing the Reuse Water Meter Installation fee be the same as the Water Meter Installation fee. The City initially did not charge for this because we were encouraging customers to use the reuse water. This is a large expense to the City.
- This budget includes a Cost of Living Adjustment (COLA) in the amount of 4.00%. The CPI for July in the South region is 9.40%.
- This budget includes the following staffing changes:
 - **Additional position:**
 - 1 – Meter Reader to begin March 1, 2023
- This budget includes increasing the income limitation to qualify for the Senior Citizen rate from \$19,890 to \$22,230.
 - During the FY2020 budget process, Council agreed that this rate should be reviewed annually and should be equal to 90% of HUDs 2 person family Very Low Income Limit.

Sanitation Fund – Balanced

- The Sanitation Fund budget is balanced with no proposed rate increases.

Storm water Utility Fund – Balanced

- The Stormwater Utility Fund budget is balanced with no proposed rate increases.
- This budget includes a capital purchase of a Spyder. The budgeted cost is \$500,000 and is budgeted to be financed for 5 years. Two quarterly lease payments in the amount of \$53,972 are included in the FY 2023 budget.



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: South Main Street Sewer Repair
Prepared by: Paul Simonton
Presented by: Paul Simonton

PURPOSE: For Mayor and City Council action on repair of the failing sewer main on S. Main Street from Hendry Street to Screven Way.

BACKGROUND:

- The sewer main along S.Main between Hebdry Street and Screven Way is failing concrete pipe.
- A concrete telephone conduit and gas mains are buried above the sewer main and prevents us from simply replacing the pipe with new pipe.
- We have employed Southeast Pipe Survey to clean and TV the line to ensure it can be lined with a PVC liner.
- After several point repairs, we have reviewed the video and believe the line is capable of being slip lined.
- The estimated cost of slip lining is \$49.95 per foot with approximately 1200 LF to line. Service connections are estimated at 8 each @ \$179 each for a total of \$61,372 for the installation.
- Replacement of the pipe by digging the old pipe and replacement with new pipe and repaving the road is estimated to cost approximately \$300,000 based on recent replacements.

FUNDING: TSPLOST

RECOMMENDATION: Approve an agreement with Southeast pipe to slip line the sewer main from Hendry Street to Screven Way for an estimated cost of \$61,372.00

ATTACHMENTS:

1. S Main St Sewer

PREVIOUS COUNCIL DISCUSSION: none





City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022

Agenda Item: Taylors Creek Outfall Change Order

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: For the Mayor and Council Consideration, a change order for additional work on the Taylors Creek Outfall project required to meet Fort Stewart security and environmental permits.

- Additional silt fence required for the project to meet environmental permitting
- Repair to fence and temporary blocking of cleared area to meet Ft Stewart Security requirements
- Removal of trees by tree surgeons to avoid damage to property and traffic safety
- Total Change order amount = \$23,000

BACKGROUND: Project relocates WRF outfall from Peacock Creek to Taylors Creek Contract one of project awarded to Palm Coast utilities in June, 2022 for \$1,086,160.00

FUNDING: Water and Sewer impact Fee fund

RECOMMENDATION: Authorize Change Order to Palm Coast Utilities in the amount of \$23,000.00 making revised contract amount \$1,109,160.00

ATTACHMENTS:

1. Change Order #1

PREVIOUS COUNCIL DISCUSSION:

CONTRACT CHANGE ORDER		Date	9-29-22
		Project No.	2017-100
		Location	Hinesville, GA
Palm Coast utilities P.O Box 249 Ludowici, Ga. 31316		Contract No.	1
		Change Order No.	1
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Descriptions of changes - quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Tree surgeon for tree removal		\$17,000.00
2	add 500 LF Silt fence at \$8.00/ft		\$4,000
3	Removal, patching and replacement of fence for security		\$2,000
Change in contract price due to this Change Order:		\$0.00	\$23,000.00
Total decrease		\$0.00	
Total increase			\$23,000.00
Difference between column (3) and (4)			\$23,000.00
Net increase in contract price			\$23,000.00
The sum of \$ <u>\$23,000.00</u> is hereby (added to) the total contract price, and the total adjusted contract price to date thereby is \$ <u>\$1,109,160.00</u>			
The time provided for completion in the contract is (unchanged) (increased) by <u>60</u> calendar days. This document shall become an amendment to the contract and all provisions of the contract and all provisions of the contract will apply hereto.			
JUSTIFICATION FOR CHANGE		Emergency replacement of sewer on E hendry Street from E. Hendry St. to Commerce	
Recommended by	_____	_____	_____
	Architect/Engineer		Date
Recommended by	_____	_____	_____
	Architect/Engineer		Date
Accepted by	_____	_____	_____
	Contractor		Date
Approved by	_____	_____	_____
	Owner		Date



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022

Agenda Item: Effective Delivery of Services
Intergovernmental Agreement
#2022-09

Prepared by: Kimberly Ryon

Presented by: Kenneth Howard

PURPOSE: To approve an Intergovernmental Agreement with Liberty County for the Effective Delivery of Services (Local Option Sales Tax Certificate of Distribution).

BACKGROUND: In November 2012, the City of Hinesville accepted a distribution percentage of Local Option Sales Tax (LOST) in an amount less than our population percentage. As a result, we entered into an Intergovernmental Agreement with Liberty County for the Effective Delivery of Services. This agreement states that the City of Hinesville agrees to the Certificate of Distribution (of Local Option Sales Tax) and the County will roll back the millage rate for the Hinesville taxing district for the full millage equivalent of the cost of duplicated services.

This year Liberty County and the municipalities therein negotiated the updated LOST distribution percentages. The City of Hinesville's distribution will increase from 47.452% to 48.50%. The change will go into effect January 1, 2023. This Intergovernmental Agreement updates the Certificate of Distribution (Exhibit A) and the list of duplicated services that should be included in the County's rollback calculation.

FUNDING:

RECOMMENDATION: To approve the Intergovernmental Agreement with Liberty County for the Effective Delivery of Services (Local Option Sales Tax Certificate of Distribution).

ATTACHMENTS:

1. 2022 LOST City of Hinesville IGA

PREVIOUS COUNCIL DISCUSSION:

STATE OF GEORGIA

COUNTY OF LIBERTY

INTERGOVERNMENTAL AGREEMENT
FOR THE EFFECTIVE DELIVERY OF SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR THE EFFECTIVE DELIVERY OF SERVICES (hereinafter referred to as the “**Agreement**”), is made and entered into as of the Effective Date (as defined below) by and between **LIBERTY COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the “**County**”), and the **CITY OF HINESVILLE**, a municipal corporation of the State of Georgia, County of Liberty (hereinafter referred to as “**City**”).

W I T N E S S E T H:

WHEREAS, the City is a “qualified municipality” within the special district comprising Liberty County, Georgia, and has a population (as based on the 2020 decennial census) in excess of one-half of the aggregate population of all other “qualified municipalities” located therein; and

WHEREAS, pursuant to O.C.G.A. 48-8-89, and after carefully considering the eight criteria enumerated in subsection (b) thereof and otherwise fully complying with the requirements imposed by said Code Section, the County and the City have agreed to execute and deliver to the Commissioner of the Department of Revenue that certain Certificate of Distribution providing for the distribution of proceeds of the local option sales tax (said tax being referred to herein as the “**LOST**”) authorized by O.C.G.A. 48-8-80 et seq. and generated within said special district (as attached hereto as **Exhibit “A”**, the “**Certificate of Distribution**”); and

WHEREAS, pursuant to the Georgia Service Delivery Strategy Law, O.C.G.A. § 36-70-1 et seq. (the “**Service Delivery Law**”), the County and the City have been, and are now, engaged in the development and implementation of a service delivery system that is both efficient and responsive to the citizens of Liberty County, Georgia; and

WHEREAS, and as a condition to their execution and delivery of the Certificate of Distribution, the City and County desire to confirm that the LOST proceeds are applied and utilized in a manner consistent with the Service Delivery Law and in furtherance of the objectives underlying said service delivery system; and

WHEREAS, without limiting the foregoing, the City and County wish to establish certain agreements between themselves that will better ensure that the services for which they are authorized by law to undertake (for themselves, jointly, and on behalf of other municipalities within Liberty County) are funded and furnished in an economical, efficient, and appropriate manner; and

WHEREAS, under Georgia law, including, without limitation, the provisions of the Service Delivery Law and the Constitution of the State of Georgia, Art. 9, Sec. 3, Para. 1, the County and the City may contract with one another regarding the provision of such services and the other matters contained in this Agreement; and

WHEREAS, this Agreement was presented and approved at meetings of the governing authorities of the County and the City pursuant to lawful and duly given notice as required by the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the County and the City covenant, agree, and bind themselves as follows:

1. Term. This Agreement shall be for a term of ten (10) years, commencing on January 1, 2023, and expiring, at midnight, on December 31, 2032; it being the intent of the parties that the provisions of this Agreement shall govern the matters set forth herein until renegotiation and execution of a new certificate of distribution pursuant to O.C.G.A. 48-8-89. Notwithstanding the intent of the parties, should a new certificate of distribution fail to be executed and submitted pursuant to the aforesaid Code Section prior to December 31, 2032, this Agreement shall nonetheless terminate and be of no further force and effect as of midnight on said date. Additionally, should the laws of this State be changed (by legislative action, court decision, or otherwise) so that the LOST proceeds to be received by the County and the City during the term of this Agreement are eliminated or otherwise significantly reduced, then this Agreement may be terminated by either the City or the County upon the giving of one hundred twenty (120) days' written notice to the other party of its intent to so terminate.

2. Economical and Efficient Provision of Services. For those reasons set forth in the recitals to this Agreement and other lawful purposes, the City and County agree as follows:

(a) The County agrees to provide an effective “roll-back” of the County ad valorem tax rate for the Hinesville taxing district in an amount equal to (i) all expenditures attributable to services furnished by the County which are duplicative in nature (to also include quality and effectiveness) to services currently provided by the City, and (ii) the cost of any service which the County provides primarily for the benefit of the unincorporated area of the County (and which cost affects the County ad valorem tax rate for the Hinesville taxing district), all as jointly determined by the City and County in good faith and consistent with their respective practices and policies (those services described in clauses (i) and (ii) above being collectively referred to herein as the “duplicative services”). In this connection, the County and City hereby acknowledge and stipulate that all or a portion of those services identified on the attached **Exhibit “B”** qualify as “duplicative” services under this subparagraph (a). Notwithstanding the foregoing, it is acknowledged and agreed that if the City should reduce, curtail, or alter the same so that their effectiveness and impact is no longer substantially similar to those being furnished by the County (within and outside the Hinesville taxing district), the County shall be entitled to reduce the “roll-back” which it otherwise would have been obligated to implement in an amount reasonable under the circumstances to reflect the reduced, curtailed, or altered services then being furnished by the City. In the event any services shown on the attached **Exhibit “B”** are discontinued by the City, those same services provided by the County (if said services are provided within the Hinesville taxing district) shall not be deemed duplicative for purposes of this subparagraph (a). Additionally, and consistent with their efforts to improve the current service delivery system, the County and the City shall annually review those services listed on the attached **Exhibit “B”** to jointly and in good faith determine if said list should be revised to reflect newly offered services, reduced services, consolidated services, or some other change in circumstance requiring an equitable adjustment under this Agreement.

(b) The County and City agree that distribution percentages specified in the Certificate of Distribution shall, to the fullest extent practicable, be used in determining funding requirements for the provision of joint service activities when such services are funded pursuant to intergovernmental agreement between the County, the City, and those other municipalities shown on the Certificate of Distribution and where such LOST distribution percentages are determined to be the preferred funding mechanism.

3. Mutual Cooperation; Audit. The County and City shall each cooperate with the others to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

4. Representations and Warranties of the Parties. In furtherance of the public purposes of this Agreement, the County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

(a) Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

(b) Public Purpose. This Agreement and the matters discussed herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia, to include, without limitation, the Service Delivery Law. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of “new debt” as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

(c) No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or City (as the case may be) are a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party’s respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Paragraph shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this Agreement.

5. Miscellaneous. The County and City hereby further acknowledge and agree to the following:

(a) The methodology used, and information considered, in the determining the percentage allocation of the LOST proceeds, as reflected in the Certificate of Distribution, shall not be not binding on the County or City in any future matters or future LOST renegotiations or discussions.

(b) The City agrees that any areas annexed during the term of this Agreement shall not be cause or grounds to alter the distribution percentages specified in the Certificate of Distribution, and that (unless otherwise expressly agreed by the parties in writing) the City shall not be entitled to any other consideration or adjustment under this Agreement or additional LOST proceeds as a result of said annexed areas and any corresponding increase in its population; it being the intent of the parties that said distribution percentages shown on the Certificate of Distribution shall be fixed during the term of this Agreement.

6. Dispute Resolution. A mandatory process of mediation shall be imposed as for the resolution of any and all controversy, claim, or dispute arising out of or relating to this Agreement, as follows:

(a) **Mediation Following Negotiation.** The parties shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to this Agreement or the construction, interpretation, performance, breach, termination, enforceability or validity of this Agreement, whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise (the “**Dispute**”), promptly by negotiation between persons who have authority to settle the Dispute. If the Dispute has not been resolved by negotiation in a timely manner or either of the parties believes that such negotiation would be unproductive (as determined by either party in their sole discretion), the parties shall make a good faith attempt to settle the Dispute by mediation under the provisions of this paragraph before resorting to litigation or any other dispute resolution procedure. Unless the parties otherwise agree,

the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (“AAA”) then in effect by a mediator who (i) is a neutral and impartial attorney or other professional with excellent credentials who has had both training and experience as a mediator; and (ii) is selected as provided in subsection (2) hereinbelow.

(b) Commencement of Mediation; Selection of Mediator. Either party (the **“Initiating Party”**) may initiate mediation of the Dispute by giving the other party (the **“Recipient Party”**) written notice (a **“Mediation Notice”**) setting forth a list of names and resumes of qualifications and experience of three impartial persons who the Initiating Party believes would be qualified as mediator under the provisions of subparagraph (a) above. Within ten (10) business days after the delivery of the Mediation Notice, the Recipient Party shall give a counter-notice (the **“Counter-Notice”**) to the Initiating Party in which the Recipient Party may designate a person to serve as the mediator from among the persons listed by the Initiating Party in the Mediation Notice (in which event that designated person shall be mediator). If none of the persons listed in the Mediation Notice is designated by the Recipient Party to serve as the mediator, the Counter-Notice should list the names and resumes of three impartial persons who the Recipient Party believes would be qualified as mediator under the provisions of subparagraph (a) above. Within ten (10) business days after the delivery of the Counter-Notice, the Initiating Party may designate a person to serve as the mediator from among the persons listed by the Recipient Party in the Counter-Notice (in which event that designated person shall be the mediator). If the parties cannot agree on a mediator from the names from the other party’s list, each party shall strike two names from the other party’s list, and the two (2) remaining persons on both lists will jointly select as the mediator any person who has the qualifications and experience set forth in subparagraph (a) hereinabove. If they are unable to agree, the mediator will be selected by the chief judge of the Atlantic Judicial Circuit for the State of Georgia or his designee.

(c) Conduct of Mediation; Costs. Within thirty (30) days after the mediator has been selected as provided above (or such later time as may be agreed upon by the parties), both parties and their respective attorneys shall meet with the mediator for one mediation session, it being agreed that each party representative attending the mediation session shall be authorized to settle the Dispute to the fullest extent permitted by law. If the Dispute cannot be settled at the mediation session or at any mutually agreed continuation of that mediation session, either party may give the other and the mediator a written notice declaring the mediation process at an end, in which event the Dispute may be litigated by the parties in a court of competent jurisdiction. All conferences and discussions that occur in connection with the mediation conducted under this Agreement shall be deemed settlement discussions, and nothing said or disclosed, nor any document produced, that is not otherwise independently discoverable, shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future litigation or dispute resolution. The costs of the mediation shall be shared equally between the parties. Notwithstanding the foregoing, no party to this Agreement shall be prohibited from seeking temporary injunctive or other interim relief (to include, without limitation, measures to maintain the status quo) prior to conclusion

of the mediation session required hereunder which such party deems necessary to safeguard its rights.

7. **Amendments, Etc.** No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the parties, shall in any event be effective unless the same shall be in writing and signed by the County and City (following approval of the same at a public meeting duly called in accordance with applicable law), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8. **Assignment; Binding Effect.** The rights and obligations of the parties under this Agreement are personal and may not be assigned without the prior written consent of the County and City. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9. **No Third-Party Beneficiaries.** This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

10. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

11. **Severability of Provisions.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

12. **Construction; Exhibits.** The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

13. Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, the parties are not and shall not be considered as joint venturers, partners, or agents of the other and neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

14. Survival of Representations. All terms, conditions, covenants, representations, and warranties contained in this Agreement, or any certificate or other writing delivered pursuant hereto or in connection herewith shall survive indefinitely (or for any lesser period stated herein) any investigation made by the parties.

15. Notices. All notices required hereunder shall be in writing and shall be given or served by first-class United States mail, postage prepaid, registered or certified with return receipt requested; by overnight courier service; or personally presented to any party hereto at the below listed addresses; provided, however, that hereinafter any party shall have the right to change its address for notice hereunder to any other location within Liberty County, Georgia by the giving of thirty (30) days notice to the other parties in the manner set forth hereinabove. Notice sent by first-class United States mail, postage prepaid, registered or certified with return receipt requested, shall be effective three (3) days after its deposit. Notice given in any other manner, including overnight delivery, shall be effective only if and when received by the addressee.

If to the City:

City of Hinesville
Attn: City Manager
115 E. Martin Luther King Jr. Drive
Hinesville, Georgia 31313

If to the County:

Liberty Co. Bd. of Commrs,
Attn: County Administrator
112 N. Main Street
Hinesville, Georgia 31313

16. Governing Law. This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia, and the parties hereto agree that any action relating to, or arising out of, this Agreement shall be instituted and prosecuted in the courts of the County of Liberty, State of Georgia, and each party agrees to submit, and does hereby submit, to the personal and exclusive jurisdiction and venue of the said courts of the County of Liberty, State of Georgia.

17. Execution of Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. 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.

18. Effective Date. The Agreement shall be effective and binding as of the date the County and the City have duly approved and executed the same, and any reference to the “Effective Date,” “date of this Agreement,” the “date hereof,” or any similar phrase shall refer to and mean the later of the date of such approval and execution by both the County or the City, as indicated on the execution page hereof for each party. In this regard, the Clerk for the City and the County Administrator for the County (or such other appropriate officers or employees of the respective parties) legal counsel for the County is authorized to insert such date (or dates which rely upon said effective date) into the body of this Agreement and any and all other certificates or other documents furnish in connection herewith.

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement for the Effective Delivery of Services]

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date shown below.

COUNTY:

LIBERTY COUNTY, GEORGIA, a
political subdivision of the State of Georgia

(OFFICIAL SEAL)

By: _____
Donald L. Lovette, Chairman

Attest: _____
Joseph W. Brown, Administrator

Date Executed: _____

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public, My Commission
Expires: _____
(SEAL OF NOTARY)

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement for the Effective Delivery of Services]

CITY:

CITY OF HINESVILLE, GEORGIA, a
municipal corporation

(OFFICIAL SEAL)

By: _____
Allen Brown, Mayor

Attest: _____
Lia Jones, City Clerk

Date Executed: _____

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public, My Commission
Expires: _____
(SEAL OF NOTARY)

EXHIBIT "A"

Certificate of Distribution

THIS EXHIBIT "A" is made a part of that certain Intergovernmental Agreement for the Efficient Delivery of Services between Liberty County, Georgia and the City of Hinesville to which this Exhibit "A" is attached, and provides for all purposes a form of the Certificate of Distribution described therein, to wit:

[See Attached]



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Liberty County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>Flemington</u>	shall receive	<u>1.576</u>	%
City of <u>Hinesville</u>	shall receive	<u>48.50</u>	%
City of <u>Midway</u>	shall receive	<u>3.058</u>	%
City of <u>Riceboro</u>	shall receive	<u>1.128</u>	%
City of <u>Walthourville</u>	shall receive	<u>5.174</u>	%
City of _____	shall receive	_____	%
County of <u>Liberty</u>	shall receive	<u>40.564</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____ 20 ____.

MAYOR OF THE CITY OF FLEMINGTON

MAYOR OF THE CITY OF HINESVILLE

MAYOR OF THE CITY OF MIDWAY

MAYOR OF THE CITY OF RICEBORO

MAYOR OF THE CITY OF WALTHOURVILLE

CHAIRMAN BOARD OF COMMISSIONERS OF LIBERTY COUNTY

EXHIBIT "B"

Description of Premises

THIS EXHIBIT "B" is made a part of that certain Intergovernmental Agreement for the Efficient Delivery of Services between Liberty County, Georgia and the City of Hinesville to which this Exhibit "B" is attached, and provides for all purposes a description of the "duplicative services" referenced in paragraph 2(a) thereof, to wit:

- (1) Coastal Georgia Regional Development Commission
- (2) Fire Protection
- (3) Mosquito Control
- (4) Library / Hinesville Branch
- (5) License & Permits
- (6) Liberty Consolidated Planning Commission
- (7) Military Affairs Coordinating Council / Friends of Liberty
- (8) Hinesville Area Metropolitan Planning Organization
- (9) Midcoast Regional Airport
- (10) Chamber of Commerce
- (11) General Engineering
- (12) Senior Citizen Program
- (13) Rural Transportation
- (14) School Resource Officer

To the extent any of the above services or items describe joint or cooperative services or activities towards which the City currently makes an equitable contribution, and whether required by intergovernmental agreement or otherwise, the "roll-back" contemplated in paragraph 2(a) shall only apply to the extent that such equitable contributions continue by the City.



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022

Agenda Item: Tattooing Repeal Ordinance #2022-07

Prepared by: Christy Deloach

Presented by: Kenneth Howard

PURPOSE: To Present for Mayor and Council Consideration, Ordinance Repealing the Code of the City of Hinesville, Georgia, Section 9-100, Tattooing, Etc.

BACKGROUND: As discussed during the August 30, 2022 On-Site Workshop, staff recommended repeal of the above ordinance, treating a tattoo shop in the same manner as a beauty shop. Staff further researched Municode of neighboring cities and discovered no municipalities that regulate Tattoo Shops, also known as Body Art, other than what is required from Environmental Health.

Governor Kemp signed into Law Senate Bill 214 which directs the Georgia Department of Public Health to adopt statewide Body Art regulations including the permitting of body artists. There is nothing more that local governments need to acquire or mandate.

Sec. 2-75. - Rules for the conduct of business. (2) Every ordinance before its introduction must be reduced to writing and available for public review. A notice of availability for public review and the intent to introduce must be published in the official *organ* of the County at least 14 days prior to introduction.

FUNDING: N/A

RECOMMENDATION: Repeal of the Ordinance

ATTACHMENTS:

1. Sec. 9-100. Tattooing, etc.
2. Senate Bill 214
3. Section 9-100, Tattooing Ordinance #2022-07

PREVIOUS COUNCIL DISCUSSION:

Sec. 9-100. Tattooing, etc.

- (a) *Description.* The term "tattooing" means to mark or color the skin by pricking in, piercing, or implanting indelible pigments or dyes under the skin.
- (b) *License fee.* The annual license fee for tattooing as described shall be \$200.00, or such license fee review through official action of City Council. Such license fee shall not be prorated.
- (c) *Zoning restriction.* Such business of tattooing shall be located only in C1, C2, C3, and LI zoning districts in the City and shall comply with O.C.G.A. 31-40-1 et seq., O.C.G.A. 16-5-71 and 16-12-5.
- (d) *License application and issuance.* No license to engage in the business of tattooing shall be issued until an application therefor has been completed and filed with the City Clerk, and no person shall engage in the business of tattooing within the City limits until such license has been approved by City Council.
- (e) *Contents of application; information to be furnished under oath.* An application containing the following information shall be completed and filed with the City Clerk by each applicant for a license to conduct any business involving the art of tattooing on forms provided therefor, together with payment of the applicable license fee. Before the undersigned attesting officer duly authorized by law to administer oaths personally comes the applicant for a license to conduct the hereinafter described business, and being first duly sworn on oath, says that the information hereinafter given and the statements hereinafter made in answer to the following questions are true:
 - (1) What is the kind of business to be operated?
 - (2) What is the name of the business?
 - (3) What is the location where such business is proposed to be carried on and the telephone number of said location?
 - (4) What is the name of the applicant for the license, and the home address and telephone number of said applicant?
 - (5) Where has the applicant resided for the 90 days preceding the date of this application?
 - (6) What was the applicant's previous home address, and how long was the applicant a resident there?
 - (7) What are the names and addresses of all persons or corporations having an interest in said business?
 - (8) What percentage of interests do such persons or corporations have?
 - (9) Who is the landlord or owner of said business location and what is the address and telephone number of said landlord or owner?
 - (10) Has the applicant or any person connected with or having an interest in said business:
 - a. Been charged or convicted of any violation of law (other than minor traffic violations) in any locality?
 - b. Served time in prison or any other correctional institution?
 - (11) If the answer to subsection (e)(10)a of this section is "yes," state the circumstances in detail. Information must be complete as to dates, charges, court jurisdiction and disposition for each person. If the answer to subsection (e)(10)b of this section is "yes," state the circumstances in detail. The information must be complete as to the charge on which convicted, the name of the prison or correctional institution, the length of time served, the date of release, whether the sentence has been completed or whether on probation or parole and the terms thereof.

-
- (12) By signing and submitting this application, do you agree to provide with the application a small recently made photograph of yourself and go in person to the City Police Department for fingerprinting with the understanding that a complete record check will be made?

All of the foregoing information is hereby given and all of the foregoing statements are hereby made on oath, willfully, knowingly and absolutely and the same is hereby sworn to be true under penalty for false swearing as provided by law.

Applicant's Signature

Sworn to and subscribed before me this _____ day of _____ 20_____.

Notary Public

- (f) *Approval by City Council.* No license to engage in the business of tattooing shall be issued until the application therefor has been approved by the Mayor and City Council. In determining whether or not any license applied for hereunder or any renewal of any license shall be granted in addition to all provisions of this chapter and any other provisions of this Code not inconsistent herewith, the following shall be considered in the public interest and welfare:
- (1) The applicant's reputation, character, mental and physical capacity to conduct this business;
 - (2) If the applicant is a previous holder of a license to tattoo whether or not he has violated any law, regulation or ordinance relating to such business;
 - (3) If the applicant is a previous holder of a license to tattoo, the manner in which he conducted the business hereunder as to the necessity for unusual Police observation and inspection in order to prevent the violation of any law, regulation or ordinances relating to such business;
 - (4) A person whose license issued under the Police powers of any governmental entity has been previously suspended or revoked.

(Code 1978, § 9-86; Ord. No. 2011-02, § I, 3-3-2011; Ord. No. 2020-08 , § I, 12-3-2020)

STAFF RECOMMENDATION:

Collectively, staff recommends withdrawal of the above ordinance, treating a **tattoo shop** in the same manner as a **beauty shop**. Staff further researched Municode of neighboring cities and discovered no municipalities whom regulate Tattoo Shops also known as Body Art, other than what is required from Environmental Health.

Governor Kemp signed into Law Senate Bill 214 which directs the Georgia Department of Public Health to adopt statewide Body Art regulations including the permitting of body artists. There is nothing more that local governments need to acquire or mandate.

Senate Bill 214

By: Senators Martin of the 9th, Gooch of the 51st, Wilkinson of the 50th and Dugan of the 30th

AS PASSED

A BILL TO BE ENTITLED
AN ACT

1 To amend various titles of the Official Code of Georgia Annotated so as to change and
2 provide for regulations governing certain professions; to prohibit professional licensing
3 boards from refusing to issue a license or suspending or revoking the license of a person who
4 is a borrower in default under an educational loan issued through the Georgia Higher
5 Education Assistance Corporation or through a federal agency; to provide for and modify the
6 regulation of certain professions; to provide for the regulation and permittance of body artists
7 and body art studios; to provide for definitions; to provide for the issuance, denial,
8 suspension, and revocation of permits; to authorize administrative review and the
9 promulgation of rules and regulations by the Department of Public Health; to provide for
10 enforcement, inspection, and criminal penalties; to provide for the display of signs; to
11 remove certain requirements for certificates of registration for cosmetologists, hair designers,
12 estheticians, nail technicians, master barbers, and barbers II; to specify the time period during
13 which apprentices must take certain portions of the examination required for obtaining a
14 certificate of registration; to change the powers and duties of the Division of Electrical
15 Contractors as to the approval of continuing education courses; to prohibit certain
16 advertisements related to electrical contracting; to provide for related matters; to repeal
17 conflicting laws; and for other purposes.

18 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

19 PART I
20 SECTION 1-1.

21 Code Section 2-7-102 of the Official Code of Georgia Annotated, relating to grounds for
22 denial, suspension, revocation, or modification of license, permit, or certification for the use
23 and handling of pesticides, is amended by revising subsection (d) as follows:

"(d) The Commissioner shall not suspend any pesticide contractor's license or certified commercial pesticide applicator's license or refuse to grant or renew either license ~~upon notice to the Commissioner by the Georgia Higher Education Assistance Corporation that:~~

(1) ~~The~~ because an applicant for or holder of either such license is a borrower in default who is not in satisfactory repayment status under the Georgia Higher Education Loan Program as determined by the Georgia Higher Education Assistance Corporation or who has been certified by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program as defined in Code Section 20-3-295; and

(2) ~~The hearings and appeals procedures provided in Code Section 20-3-295, where applicable, shall be the only such procedures required under this article."~~

SECTION 1-2.

Chapter 1 of Title 7 of the Official Code of Georgia Annotated, relating to financial institutions, is amended in Code Section 7-1-693, relating to applicant or licensee to engage in the sale of payment instruments or money transmissions as borrower in default, by revising subsection (a) as follows:

"(a) Where an applicant or licensee has been found to be a borrower in default, ~~as defined in Code Section 20-3-295~~ under the Georgia Higher Education Loan Program as determined by the Georgia Higher Education Assistance Corporation or has been certified by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program, such action shall not be sufficient grounds for refusal of a license or suspension of a license. ~~In such actions, the hearing and appeal procedures provided for in said Code section shall be the only procedures required under this article. The department shall be permitted to share, without liability, information on its applications or other forms with appropriate state agencies to assist them in collecting outstanding student loan debt."~~

SECTION 1-3.

Said chapter is further amended in Code Section 7-1-708.1, relating to denial or suspension of license to cash payment instruments for student borrowers in default, by revising subsection (a) as follows:

"(a) Where an applicant or licensee has been found to be a borrower in default, ~~as defined in Code Section 20-3-295~~ under the Georgia Higher Education Loan Program as determined by the Georgia Higher Education Assistance Corporation or has been certified

by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program, such action shall not be sufficient grounds for denial of an application or suspension of a license. ~~In such actions, the hearing and appeal procedures provided for in said Code section shall be the only procedures required under this article. The department shall be permitted to share, without liability, information on its applications or other forms with appropriate state agencies to assist them in collecting outstanding student loan debt."~~

SECTION 1-4.

Said chapter is further amended in Code Section 7-1-1017, relating to suspension or revocation of licenses, registrations, or mortgage broker education approval for mortgage lenders and mortgage brokers, notice, judicial review, and effect on preexisting contract, by revising paragraph (3) of subsection (a) as follows:

"(3) Where an applicant or licensee has been found to be a borrower in default ~~as provided in Code Section 20-3-295~~ under the Georgia Higher Education Loan Program as determined by the Georgia Higher Education Assistance Corporation or has been certified by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program, such action shall not be sufficient grounds for refusal of a license or suspension of a license. ~~In such actions, the hearing and appeal procedures provided for in Code Section 20-3-295 shall be the only such procedures required under this article."~~

SECTION 1-5.

Code Section 12-6-49.2 of the Official Code of Georgia Annotated, relating to the suspension of a registered forester license, borrowers in default, and hearing and appeal procedures, is amended by revising as follows:

"12-6-49.2.

(a) As used in this Code section, the term:

(1) 'Agency' means the Georgia Higher Education Assistance Corporation created in Code Section 20-3-263 which is responsible for administering a program of guaranteed educational loans to eligible students and eligible parents known as the Georgia Higher Education Loan Program.

(2) 'Borrower' means an individual who borrowed a guaranteed educational loan under the Georgia Higher Education Loan Program.

(3) 'Default' means default as defined by federal law under the Higher Education Act of 1965.

(4) 'Satisfactory repayment status' means the borrower has agreed to repay the defaulted loan to the agency and has made a payment in the most recent prior 60 days.

(b) The board shall not suspend, ~~as provided for in Code Section 20-3-295,~~ the license of any registered forester ~~upon receipt of a record from the agency stating that such licensee because he or she is a borrower in default who is not in satisfactory repayment status as determined by the agency or who has been certified by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program.~~

(c) The board shall not deny the application for renewal, ~~as provided for in Code Section 20-3-295,~~ of any applicant or licensee ~~upon receipt of a record from the agency stating that such licensee because he or she is a borrower in default who is not in satisfactory repayment status as determined by the agency or who has been certified by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program.~~

~~(d) Notwithstanding any other provisions of law, the hearings and appeals procedures provided for in Code Section 20-3-295, where applicable, shall be the only such procedures required to suspend a license or deny the issuance or renewal of an application for a license under this part."~~

SECTION 1-6.

Part 2 of Article 7 of Chapter 3 of Title 20 of the Official Code of Georgia Annotated, relating to the Georgia Higher Education Assistance Corporation, is amended by revising Code Section 20-3-295, relating to the corporation to maintain certified list of borrowers in default, administrative hearings, and appeals, as follows:

"20-3-295.

(a) As used in this Code section, the term:

(1) 'Agency' means the Georgia Higher Education Assistance Corporation created in Code Section 20-3-263 which is responsible for administering a program of guaranteed educational loans to eligible students and eligible parents known as the Georgia Higher Education Loan Program.

(2) 'Applicant' means any person applying for issuance or renewal of a license.

(3) 'Borrower' means an individual who borrowed a guaranteed educational loan under the Georgia Higher Education Loan Program.

(4) ~~'Certified list' means a list provided by the agency of the names of borrowers who default on guaranteed educational loans made under the Georgia Higher Education Loan Program and are not in a satisfactory repayment status; provided, however, the term default shall not include any obligation which is restructured or which is discharged under hardship provisions under the federal Bankruptcy Code.~~ Reserved.

(5) 'Default' means default as defined by federal law under the Higher Education Act of 1965.

(6) 'License' means a certificate, permit, registration, or any other authorization issued by any licensing entity that allows a person to engage in a profession, business, or occupation.

(7) 'Licensee' means any person holding a license.

(8) 'Licensing entity' means any state agency, department, or board of this state which issues or renews any license, certificate, permit, or registration to authorize a person to engage in a profession, business, or occupation, including those under Article 3 of Chapter 7 of Title 2, the 'Georgia Pesticide Use and Application Act of 1976'; Article 13 of Chapter 1 of Title 7, relating to mortgage lenders and mortgage brokers; Chapter 5 of Title 10, the 'Georgia Uniform Securities Act of 2008,' relating to securities salespersons and investment adviser representatives; Part 2 of Article 1 of Chapter 6 of Title 12, relating to foresters; Chapter 4 of Title 26, relating to pharmacists; Chapter 23 of Title 33, relating to insurance agents, counselors, and other personnel; Chapter 1 of Title 43, relating to professions and businesses; Chapter 3 of Title 43, relating to accountants; Chapter 39A of Title 43, relating to real estate appraisers; or Chapter 40 of Title 43, relating to real estate brokers and salespersons.

(9) 'Satisfactory repayment status' means the borrower has agreed to repay the defaulted loan to the agency and has made a payment in the most recent prior 60 days.

(b) ~~The agency shall maintain a state-wide certified list of borrowers in default who have not made satisfactory arrangements to ensure voluntary repayment. The certified list must be updated on a monthly basis. The agency shall submit to each licensing entity a certified list with the name, social security number, if known, date of birth, and last known address of each person on the list. No licensing entity shall refuse to issue nor suspend or revoke a license to an applicant or licensee because he or she is a borrower in default who is not in satisfactory repayment status as determined by the agency or who has been certified by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program.~~

(c) ~~On or before January 1, 1999, all licensing entities shall implement procedures to accept and process the list provided by the agency in accordance with this Code section.~~

Such procedures should be substantially similar if not identical to those implemented to comply with Code Section 19-11-9.3.

~~(d) Promptly after receiving the certified list from the agency, all licensing entities shall determine whether an applicant or licensee is on the most recent certified list. If an applicant or licensee is on the certified list, the licensing entity shall immediately notify the agency. That notification shall include the applicant's or licensee's last known mailing address on file with the licensing entity.~~

~~(e) After receiving notice from the licensing entity of applicants or licensees who are on the certified list, the agency shall immediately notify those individuals as specified in subsection (f) of this Code section of the agency's intent to request that all pertinent licensing entities suspend all licenses or withhold issuance or renewal of any license.~~

~~(f) Notice for purposes of this Code section shall be initiated by the agency. Notice to the borrower in default shall include the address and telephone number of the agency and shall inform the borrower in default of the agency's intent to submit the borrower's name to the relevant licensing entities and to request that the relevant licensing entities withhold issuance or renewal of the license or suspend the license. The notice must also inform the borrower in default of the following:~~

~~(1) The borrower in default has 20 days from the date of mailing to enter into a satisfactory repayment status. If the borrower in default fails to enter into a satisfactory repayment status or does not respond within that time, the agency will send notice to the appropriate licensing entities and request that the licenses be suspended or the licensure applications be denied;~~

~~(2) The borrower in default may request an administrative hearing and judicial review of that hearing under subsection (g) of this Code section. A request for a hearing must be made in writing and must be received by the agency within 20 days of service of notice; and~~

~~(3) If the borrower in default requests a hearing within 20 days of service, the agency shall stay all action pending the hearing and any appeals.~~

~~(g) All borrowers in default subject to the sanctions imposed in this Code section shall have the right to a hearing before an administrative law judge of the Office of State Administrative Hearings pursuant to Article 2 of Chapter 13 of Title 50. A borrower in default who requests a hearing within the time prescribed in subsection (f) of this Code section shall have the right to a hearing. The hearing shall be conducted as provided in Article 2 of Chapter 13 of Title 50 within 45 days after such demand is received. The only issues at the hearing will be whether:~~

~~(1) There is an outstanding guaranteed educational loan;~~

~~(2) The licensee or applicant is the borrower named in the loan;~~

~~(3) The borrower is or is not in default;~~

~~(4) The borrower has entered into a satisfactory repayment status;~~

~~(5) The loan obligation is not enforceable; and~~

~~(6) The loan has been restructured or the loan has been discharged under hardship provisions under the federal Bankruptcy Code.~~

~~With respect to the issues listed in this subsection, evidence relating to the ability and willingness of a borrower to repay the loan shall be considered in making the decision either to suspend a license or deny the issuance or renewal of a license under this Code section. The administrative law judge shall be authorized to enter into an agreement or enter an order requiring periodic payments, and, in each event, the administrative law judge shall be authorized to issue a release for the borrower to obtain each license or licenses.~~

~~(h) The decision at the hearing shall be subject to appeal and judicial review pursuant to Article 2 of Chapter 13 of Title 50 but only as to those issues referred to in subsection (g) of this Code section. Notwithstanding any hearing requirements for suspension and denials within each licensing entity, the hearing and appeal procedures outlined in this Code section shall be the only hearing required to suspend a license or deny the issuance or renewal of a license under this Code section.~~

~~(i) The agency shall prescribe release forms for its use. When the borrower is determined to be in satisfactory repayment status or is determined to be not in satisfactory repayment status but has been determined in a hearing pursuant to subsection (g) of this Code section to be unable to comply with the terms of the loan agreement or to be not willfully out of compliance with such loan agreement, the agency shall mail to the borrower in default and the appropriate licensing entity a notice of release stating such determination. The receipt of a notice of release shall serve to notify the borrower in default and the licensing entity that, for the purpose of this Code section, he or she is in satisfactory repayment status, and the licensing entity shall promptly thereafter issue or reinstate the license, unless the agency, pursuant to subsection (b) of this Code section, certifies subsequent to the issuance of a notice of release that the borrower in default is once again not in satisfactory repayment status.~~

~~(j) The agency may enter into interagency agreements with state agencies that have responsibility for the administration of licensing entities as necessary to implement this Code section. Those agreements shall provide for the receipt by other state agencies and boards of federal funds to cover that portion of costs allowable under federal law and regulation and incurred by state agencies and boards in implementing this Code section.~~

~~(k) Any licensing entity receiving an inquiry as to the license status of an applicant who has had an application for issuance or renewal of a license denied under this Code section~~

238 ~~shall respond only that the license was suspended or the licensure application was denied~~
 239 ~~pursuant to this Code section.~~
 240 ~~(l) The agency shall, and the licensing entities as appropriate may, adopt regulations~~
 241 ~~necessary to implement this Code section."~~

242 **SECTION 1-7.**

243 Code Section 26-4-60 of the Official Code of Georgia Annotated, relating to grounds for
 244 suspension, revocation, or refusal to grant licenses to pharmacists, is amended by revising
 245 subsection (k) as follows:

246 "(k) The board shall not have the power to suspend any license issued under Article 3 of
 247 this chapter ~~when because~~ such holder is a borrower in default who is not in satisfactory
 248 repayment status ~~as provided in Code Section 20-3-295 under the Georgia Higher~~
 249 Education Loan Program as determined by the Georgia Higher Education Assistance
 250 Corporation or who has been certified by any entity of the federal government for
 251 nonpayment or default or breach of a repayment or service obligation under any federal
 252 educational loan, loan repayment, or service conditional scholarship program. The board
 253 shall also not have the power to deny the application for issuance or renewal of a license
 254 under Article 3 of this chapter ~~when because~~ such applicant is a borrower in default ~~who~~
 255 ~~is not in satisfactory repayment status as provided in Code Section 20-3-295 under the~~
 256 Georgia Higher Education Loan Program as determined by the Georgia Higher Education
 257 Assistance Corporation or has been certified by any entity of the federal government for
 258 nonpayment or default or breach of a repayment or service obligation under any federal
 259 educational loan, loan repayment, or service conditional scholarship program. ~~The~~
 260 ~~hearings and appeals procedures provided for in Code Section 20-3-295 shall be the only~~
 261 ~~such procedures required to suspend or deny any license issued under Article 3 of this~~
 262 ~~chapter."~~

263 **SECTION 1-8.**

264 Article 1 of Chapter 23 of Title 33 of the Official Code of Georgia Annotated, relating to
 265 licensing insurance agents, agencies, subagents, counselors, and adjusters, is amended in
 266 Code Section 33-23-21, relating to grounds for refusal, suspension, or revocation of licenses
 267 to sell insurance, by revising paragraphs (21) through (23) as follows:

268 ~~"(21) Is a borrower in default who is not in satisfactory repayment status as defined by~~
 269 ~~Code Section 20-3-295; for violations of this paragraph only, any hearing and appeal~~
 270 ~~procedures conducted pursuant to Code Section 20-3-295 shall be the only such~~
 271 ~~procedures required to suspend, deny, or revoke any license under this title;~~

(22) In relation to the licensee's ability to transact the business of insurance, has had a license, permit, authorization, registration, or privilege refused, revoked, suspended, limited, or restricted by any federal, state, county, municipality, territory, military, or other legal authority authorized to issue licenses, permits, authorizations, registrations, or privileges to conduct business within its respective jurisdiction; otherwise has failed to comply with the legal requirements related to the license, permit, authorization, registration, or privilege; or has had other disciplinary action taken against him or her by any such lawful authority; or

(23)(22) Has failed to report to the department within 60 days of the action taken, any refusal, revocation, suspension, limitation, or restriction of any license, permit, authorization, registration, or privilege of any lawful authority referenced in paragraphs (18) or (22)(21) of this Code section."

SECTION 1-9.

Said article is further amended by adding a new Code section to read as follows:

"33-23-21.1.

The Commissioner shall not refuse to issue nor suspend or revoke a license of an applicant for or holder of a license because he or she is a borrower in default under the Georgia Higher Education Loan Program as determined by the Georgia Higher Education Assistance Corporation or has been certified by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program."

SECTION 1-10.

Said article is further amended in Code Section 33-23-22, relating to notice of suspension or revocation of license, hearing, and appeals, by revising as follows:

"33-23-22.

(a) Any license, other than a probationary license or inactive license as described in subsection (b) (a) of Code Section 33-23-19, may be suspended or revoked as provided by Code Section 33-23-21 and subsection (b) of Code Section 33-23-19, and the Commissioner shall give notice of such action to the applicant for or holder of the license and any insurer or agent whom the applicant or licensee represents or who desires that the applicant or licensee be licensed. The procedure for conduct of hearings set forth in Chapter 2 of this title shall be followed in all cases except those cases pursuant to paragraph (20) or (21) of Code Section 33-23-21 which shall only require the hearings provided for in ~~either~~ said paragraph.

306 (b) Appeal from any order or decision of the Commissioner made pursuant to this chapter
307 shall be taken as provided in Chapter 2 of this title."

308 **SECTION 1-11.**

309 Title 43 of the Official Code of Georgia Annotated, relating to professions and businesses,
310 is amended in Code Section 43-1-19, relating to grounds for refusing to grant or revoking
311 licenses, application of Administrative Procedure Act, subpoena powers, disciplinary actions,
312 judicial review, reinstatement, investigations, complaints, surrender, and probationary license
313 regarding professional licensing boards, by adding "or" at the end of paragraph (10) of
314 subsection (a), by replacing "; or" at the end of paragraph (11) of subsection (a) with a
315 period, and by repealing paragraph (12) of subsection (a).

316 **SECTION 1-12.**

317 Said title is further amended by revising Code Section 43-1-29, relating to suspension of
318 license for nonpayment of student loans, procedure, and reinstatement regarding professional
319 licensing boards, as follows:

320 "43-1-29.

321 A professional licensing board shall not suspend the license of a person licensed by that
322 board ~~who because he or she is a borrower in default under the Georgia Higher Education~~
323 ~~Loan Program as determined by the Georgia Higher Education Assistance Corporation or~~
324 ~~because he or she~~ has been certified by a federal agency and reported to the board any
325 entity of the federal government for nonpayment or default or breach of a repayment or
326 service obligation under any federal educational loan, loan repayment, or service
327 conditional scholarship program. ~~Prior to the suspension, the licensee shall be entitled to~~
328 ~~notice of the board's intended action and opportunity to appear before the board according~~
329 ~~to procedures set forth by the division director in rules and regulations. A suspension of~~
330 ~~a license under this Code section is not a contested case under Chapter 13 of Title 50, the~~
331 ~~'Georgia Administrative Procedure Act.'~~ A license suspended under this Code section shall
332 ~~not be reinstated or reissued until the person provides the licensing board a written release~~
333 ~~issued by the reporting agency stating that the person is making payments on the loan or~~
334 ~~satisfying the service requirements in accordance with an agreement approved by the~~
335 ~~reporting agency. If the person has continued to meet all other requirements for licensure~~
336 ~~during the period of suspension, reinstatement of the license shall be automatic upon~~
337 ~~receipt of the notice and payment of any reinstatement fee which the board may impose."~~

SECTION 1-13.

Said title is further amended in Code Section 43-3-27, relating to notification of conviction, time limit, and suspension of licenses regarding accountants, by revising subsection (b) as follows:

"(b) The board may not suspend the license of an individual ~~who~~ because he or she is a borrower in default under the Georgia Higher Education Loan Program as determined by the Georgia Higher Education Assistance Corporation or has been certified by a federal agency and reported to the board any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program. ~~Prior to the suspension, the licensee shall be entitled to notice of the board's intended action and opportunity to appear before the board. A suspension of a license under this Code section is not a contested case under Chapter 13 of Title 50, the 'Georgia Administrative Procedure Act.' A license suspended under this Code section shall not be reinstated or reissued until the individual provides the board a written release issued by the reporting agency stating that the individual is making payments on the loan or satisfying the service requirements in accordance with an agreement approved by the reporting agency. If the individual has continued to meet all other requirements for licensure during the period of suspension, reinstatement of the license shall be automatic upon receipt of the notice and payment of any reinstatement fee which the board may impose.~~"

SECTION 1-14.

Said title is further amended in Code Section 43-20A-16, relating to cause for disciplinary actions and disciplinary order a final order regarding licensed immigration assistance providers, by adding "or" at the end of paragraph (11) of subsection (a), by replacing "; or" with a period at the end of paragraph (12) of subsection (a), and by revising paragraph (13) of subsection (a) as follows:

~~"(13)~~(a.1) The Secretary of State shall not order the discipline, denial, suspension, or revocation of a license issued pursuant to this chapter because a person has Has been found by the Secretary of State pursuant to notice by the Georgia Higher Education Assistance Corporation that the applicant for or holder of such license is to be a borrower in default who is not in satisfactory repayment status as defined in Code Section 20-3-295. ~~Notwithstanding the provisions of Chapter 13 of Title 50, the hearings and appeals procedures provided in Code Section 20-3-295, where applicable, shall be the only such procedures required under this subsection.~~"

SECTION 1-15.

Said title is further amended by revising Code Section 43-20A-17, relating to suspension of license for licensed immigration assistance providers for nonpayment, default, or breach of repayment or service obligation under certain educational loan or scholarship programs and terms of reinstatement, as follows:

"43-20A-17.

The Secretary of State shall not suspend a license issued pursuant to this chapter ~~if reported to the Secretary of State for~~ because of nonpayment or default or breach of a repayment or service obligation under any federal educational loan, loan repayment, or service conditional scholarship program. ~~Prior to a suspension, the licensee shall be entitled to notice of the Secretary of State's intended action and opportunity to appear before the Secretary of State according to procedures set forth by the Secretary of State. A suspension of a license pursuant to this Code section shall not be a contested case under Chapter 13 of Title 50. A license suspended pursuant to this Code section shall not be reinstated or reissued until the person arranges for a written release to be issued by the reporting agency directly to the Secretary of State stating that the person is making payments on the loan or satisfying the service requirements in accordance with an agreement approved by the reporting agency. If such person has continued to meet all other requirements for licensure during the period of suspension, reinstatement of the license shall be automatic upon receipt of the notice and payment of any reinstatement fee which the Secretary of State may impose."~~

SECTION 1-16.

Said title is further amended in Code Section 43-34-8, relating to authority to refuse license, certificate, or permit or issue discipline for health professionals regulated by the Georgia Composite Medical Board, suspension, restoration, investigations, hearings on fitness, immunity, and publication of final disciplinary actions, by adding "or" at the end of paragraph (22) of subsection (a) and by revising paragraphs (23) and (24) of subsection (a) and subsection (b.1) as follows:

~~"(23) Failed to enter into satisfactory repayment status and is a borrower in default as defined by Code Section 20-3-295; it shall be incumbent upon the applicant, licensee, certificate holder, or permit holder to supply the notice of release to the board from the Georgia Higher Education Assistance Corporation indicating that the licensee, certificate holder, permit holder, or applicant has entered into satisfactory repayment status so that a license, certificate, or permit may be issued or granted if all other conditions for issuance of a license, certificate, or permit are met; or~~

(24) Except for practice settings identified in paragraph (7) of subsection (g) of Code Section 43-34-25 and arrangements approved by the board prior to July 1, 2009, as set forth in subsection (k) of Code Section 43-34-103, been a physician that has been or is employed by one the physician:

- (A) Delegates medical acts to;
- (B) Enters a protocol or job description with; or
- (C) Is responsible for supervising."

"(b.1) The board shall not suspend the license, certificate, or permit of a person licensed by the board ~~who because he or she is a borrower in default who is not in satisfactory repayment status under the Georgia Higher Education Loan Program as determined by the Georgia Higher Education Assistance Corporation or who has been certified by a federal agency and reported to the board~~ any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal education loan, loan repayment, or service conditional scholarship program. ~~Prior to the suspension, the licensee, certificate holder, or permit holder shall be entitled to notice of the board's intended action and opportunity to appear before the board according to procedures set forth in the board's rules and regulations. A suspension of a license, certificate, or permit under this subsection is not a contested case under Chapter 13 of Title 50, 'Georgia Administrative Procedure Act.'~~ A license, certificate, or permit suspended under this Code section shall not be reinstated or reissued until the person provides the board a written release issued by the reporting agency stating that the person is making payments on the loan or satisfying the service requirements in accordance with an agreement approved by the reporting agency. If the person has continued to meet all other requirements for issuance of a license, certificate, or permit during the period of suspension, reinstatement of the license, certificate, or permit shall be automatic upon receipt of the notice and payment of any reinstatement fee which the board may impose."

SECTION 1-17.

Said title is further amended in Code Section 43-39A-14, relating to required conduct of applicants for real estate appraiser licenses, grounds for refusal of classification, imposition of sanctions, and suspension or revocation of classification, by revising subsection (k) as follows:

"(k) Where an applicant or licensee has been found to be a borrower in default who is not in satisfactory repayment status ~~as provided in Code Section 20-3-295~~ under the Georgia Higher Education Loan Program as determined by the Georgia Higher Education Assistance Corporation or who has been certified by any entity of the federal government for nonpayment or default or breach of a repayment or service obligation under any federal

443 educational loan, loan repayment, or service conditional scholarship program, such finding
 444 shall not be ~~sufficient~~ grounds for refusal of a license or suspension of a license. For
 445 ~~purposes of this subsection, the hearing and appeal procedures provided for in Code~~
 446 ~~Section 20-3-295 shall be the only such procedures required under this article."~~

447 **SECTION 1-18.**

448 Said title is further amended in Code Section 43-40-15, relating to grant of licenses to real
 449 estate brokers and salespersons, grounds for suspension or revocation of license, other
 450 sanctions, surrender or lapse, and conviction, by revising subsection (l) as follows:

451 "(l) Where an applicant or licensee has been found to be a borrower in default who is not
 452 in satisfactory repayment status ~~as provided in Code Section 20-3-295~~ under the Georgia
 453 Higher Education Loan Program as determined by the Georgia Higher Education
 454 Assistance Corporation or who has been certified by any entity of the federal government
 455 for nonpayment or default or breach of a repayment or service obligation under any federal
 456 educational loan, loan repayment, or service conditional scholarship program, such ~~status~~
 457 finding shall not be ~~sufficient~~ grounds for refusal of a license or suspension of a license.
 458 ~~In such cases, the hearing and appeal procedures provided for in Code Section 20-3-295~~
 459 ~~shall be the only such procedures required under this chapter."~~

460 **PART II**

461 **SECTION 2-1.**

462 Title 31 of the Official Code of Georgia Annotated, relating to health, is amended by revising
 463 Chapter 40, relating to tattoo studios, as follows:

464 "CHAPTER 40

465 31-40-1.

466 As used in this chapter, the term:

467 (1) 'Body art' means a tattoo or piercing placed on the body of a person for aesthetic or
 468 cosmetic purposes.

469 (2) 'Body artist' means any person who performs body art. Such term shall not include
 470 in its meaning any physician or osteopath licensed under Chapter 34 of Title 43, nor shall
 471 it include any technician acting under the direct supervision of such licensed physician
 472 or osteopath, pursuant to subsection (a) of Code Section 16-5-71.

473 (3) 'Body art studio' means any facility or building on a fixed foundation wherein a body
 474 artist performs body art.

(4) 'Microblading of the eyebrow' means a form of cosmetic tattoo artistry where ink is deposited superficially in the upper three layers of the epidermis using a handheld or machine powered tool made up of needles known as a microblade to improve or create eyebrow definition, to cover gaps of lost or missing hair, to extend the natural eyebrow pattern, or to create a full construction if the eyebrows have little to no hair.

(5) 'Tattoo' means to mark or color the skin by pricking in, piercing, or implanting indelible pigments or dyes under the skin. Such term includes microblading of the eyebrow.

~~(3) 'Tattoo artist' means any person who performs tattooing, except that the term tattoo artist shall not include in its meaning any physician or osteopath licensed under Chapter 34 of Title 43, nor shall it include any technician acting under the direct supervision of such licensed physician or osteopath, pursuant to subsection (a) of Code Section 16-5-71.~~

~~(4) 'Tattoo studio' means any facility or building on a fixed foundation wherein a tattoo artist performs tattooing.~~

31-40-2.

It shall be unlawful for any person to operate a ~~tattoo~~ body art studio or perform body art without having first obtained a valid permit for such studio. Such. Body art studio permits shall be issued by the county board of health or its duly authorized representative, subject to supervision and direction by the Department of Public Health but, where the county board of health is not functioning, the permit shall be issued by the department. Body artist permits shall be issued by the Department of Public Health. Permits A permit shall be valid until suspended or revoked and shall not be transferable with respect to person or location.

31-40-3.

(a) The county boards of health may deny, suspend, or revoke permits where the health and safety of the public requires such action a body art studio permit for a violation of this chapter or the rules and regulations promulgated thereunder. When, in the judgment of such board or its duly authorized agents, it is necessary and proper that such application for a permit be denied or that a permit previously granted be suspended or revoked, the applicant or holder of the permit shall be so notified in writing and shall be afforded an opportunity for hearing as provided in Article 1 of Chapter 5 of this title. In the event that such application is finally denied or such permit finally suspended or revoked, the applicant for or holder of such permit shall be given notice in writing, which notice shall specifically state the reasons why the application or permit has been suspended, revoked, or denied.

(b) The department may deny, suspend, or revoke a body artist permit for a violation of this chapter or the rules and regulations promulgated thereunder, after notice to the permit holder and opportunity for hearing. Such proceedings shall be conducted in accordance with Chapter 13 of Title 50, the 'Georgia Administrative Procedure Act.'

31-40-4.

Any person substantially affected by any final order of the county board of health denying, suspending, revoking, or refusing to renew ~~any~~ a body artist studio permit provided under this chapter may secure review thereof by appeal to the department as provided in Article 1 of Chapter 5 of this title.

31-40-5.

(a) ~~The Department of Public Health and county boards of health~~ department shall have the power to adopt and promulgate rules and regulations to ensure the protection of the public health. Such rules and regulations shall prescribe ~~reasonable standards for health and safety of tattoo~~ standards for body artists and body art studios with regard to:

(1) Location and cleanliness of facilities;

(2) Sterilization and Occupational Safety and Health Administration guidelines for the prevention and spread of infectious diseases by all personnel;

(3) Informed consent by the person receiving ~~a tattoo~~ any form of body art;

(4) Procedures for ensuring adequate explanation to consumers of the proper subsequent care of ~~a tattoo~~ any form of body art; ~~and~~

(5) Proper use and maintenance of ~~tattoo~~ equipment, including tools, dyes, and pigments; and

(6) Competence and specialized knowledge of body artists.

(b) County boards of health are empowered to adopt and promulgate supplementary rules and regulations consistent with those adopted and promulgated by the department.

31-40-6.

~~The Department of Public Health~~ department and the county boards of health and their duly authorized agents are authorized and empowered to enforce compliance with this chapter and the rules and regulations adopted and promulgated under this chapter and, in connection therewith, to enter upon and inspect the premises of a ~~tattoo~~ body art studio at any reasonable time and in a reasonable manner, as provided in Article 2 of Chapter 5 of this title.

31-40-7.

Any person, firm, or corporation ~~operating a tattoo studio~~ performing body art without a valid permit ~~or performing tattooing outside of a licensed tattoo studio~~ shall be guilty of a misdemeanor.

31-40-8.

Each body art studio shall conspicuously display in a prominent place easily seen by patrons a printed sign that warns that any body art on the face, neck, forearm, hand, or lower leg of an individual may automatically disqualify such individual from military service in the armed forces of the United States. Such notice shall be at least 11 inches by 14 inches in size, with letters at least one inch in height. ~~The Department of Public Health is authorized and directed to develop and institute a program of public education for the purpose of alerting the public to the possible side effects and exposure risks of tattooing.~~

31-40-9.

Notwithstanding any other provision of this chapter, the governing authority of any county or municipality may enact more stringent laws governing ~~tattooing~~ body art.

31-40-10.

Nothing in this chapter shall be construed to repeal the provisions of Code Section 16-12-5; provided, however, that Code Section 16-12-5 shall not apply to microblading of the eyebrow."

PART III

SECTION 3-1.

Title 43 of the Official Code of Georgia Annotated, relating to professions and businesses, is amended in Code Section 43-10-9, relating to application for certificate of registration, by deleting "is of good moral character;" in paragraph (1) of subsection (a), paragraph (1) of subsection (b), paragraph (1) of subsection (c), paragraph (1) of subsection (d), and paragraphs (1) and (2) of subsection (e).

SECTION 3-2.

Said Title 43 is further amended in Code Section 43-10-13, relating to the right to set course of study for students and application for examination, by adding a new subsection to read as follows:

571 "(c) A barber apprentice and any other individual serving as an apprentice in a beauty
572 shop, beauty salon, or barber shop shall take the theory portion of the examination provided
573 for in Code Section 43-10-9 within the first 12 months of his or her apprenticeship."

574 **PART IV**

575 **SECTION 4-1.**

576 Said Title 43 is further amended by revising subsection (e) of Code Section 43-14-6, relating
577 to powers and duties of divisions, as follows:

578 "(e)(1) The Division of Electrical Contractors shall be authorized to require persons
579 seeking renewal of Electrical Contractor Class I and Class II licenses to complete board
580 approved continuing education courses of not more than four hours annually. The
581 division shall be authorized to approve ~~courses offered by institutions of higher learning,~~
582 ~~vocational-technical schools, and trade, technical, or professional organizations;~~
583 ~~provided, however, that continuing education courses or programs related to electrical~~
584 ~~contracting provided or conducted by public utilities, equipment manufacturers, or~~
585 ~~institutions under the State Board of the Technical College System of Georgia shall~~
586 ~~constitute acceptable continuing professional education programs for the purposes of this~~
587 ~~subsection. Continuing education courses or programs conducted by manufacturers~~
588 ~~specifically to promote their products shall not be approved~~ continuing education courses
589 to be held within or outside this state that are available to all licensed electrical
590 contractors on a reasonable nondiscriminatory fee basis. Any request for division
591 approval of a continuing education course shall be submitted in a timely manner with due
592 regard for the necessity of investigation and consideration by the division. The division
593 may contract with institutions of higher learning, professional organizations, or other
594 qualified persons to provide programs that meet the requirements of this paragraph and
595 any rules or regulations established by the division. Such programs shall be
596 self-sustaining by the individual fees set and collected by the provider of the program.
597 (2) The division shall be authorized to waive the continuing education requirements in
598 cases of hardship, disability, or illness or under such other circumstances as the division
599 deems appropriate."

600 **SECTION 4-2.**

601 Said title is further amended by revising subsection (a) of Code Section 43-14-8, relating to
602 licensing required for electrical, plumbing, or conditioned air contracting, businesses
603 conducted by partnerships, limited liability companies, and corporations, applications, and
604 review courses, as follows:

605 "(a)(1) No person shall engage in the electrical contracting business as an electrical
606 contractor unless such person has a valid license from the Division of Electrical
607 Contractors and a certificate of competency, if such certificates are issued by the division
608 pursuant to subsection (b) of Code Section 43-14-6.

609 (2) A person who is not licensed as an electrical contractor or who does not have a
610 certificate of competency, if such certificates are issued by the division pursuant to
611 subsection (b) of Code Section 43-14-6, or both as may be applicable, shall be prohibited
612 from advertising in any manner that such person is in the business or profession of
613 electrical contracting unless the work is performed by a licensed electrical contractor."

614 **PART V**

615 **SECTION 5-1.**

616 All laws and parts of laws in conflict with this Act are repealed.

AN ORDINANCE REPEALING THE CODE OF THE CITY OF HINESVILLE, GEORGIA, CHAPTER IX, LICENSING AND BUSINESS REGULATIONS, ARTICLE IV, MISCELLANEOUS BUSINESS REGULATIONS, SECTION 9-100, TATTOOING, ETC. IN ITS ENTIRETY, REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HERewith, AND ESTABLISHING AN EFFECTIVE DATE OF THIS ORDINANCE.

Whereas, the governing authority of the City of Hinesville is the Mayor and City Council (collectively, “the City Council” or “the Council”); and

Whereas, the Council is responsible for enacting the city’s policies through the adoption and/or enactment of local ordinances and resolutions; and

Whereas, on December 3, 2020, the City Council last amended the Code of the City of Hinesville, Georgia, Chapter IX, Licensing and Business Regulations, Article IV, Miscellaneous Business Regulations, Section 9-100, Tattooing, Etc. regulating requirements for tattoo parlor establishments citywide; and

Whereas, the Council now finds that City’s tattoo ordinance is no longer necessary, and the health, safety, and welfare of the general public and, most especially, tattoo-seeking customers would best be protected by Georgia Senate Bill 214 (SB 214); and

Whereas, Georgia Senate Bill 214 (SB 214) directs the Georgia Department of Public Health to adopt statewide regulations as they pertain to tattooing, body art, body artist and body art studios; and

Whereas, under Georgia Senate Bill 214 (SB 214), the tattooing industry and its services are licensed and regulated by the Georgia Department of Public Health, and locally by the Liberty County Department of Health; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Hinesville, and it is hereby ordained by the authority of the same that the Ordinance Sec 9-100 regulating tattoo parlors within the city is hereby repealed in its entirety.

SECTION 1: REPEAL. All ordinances and parts of ordinances in conflict with Georgia Senate Bill 214 (SB 214) are expressly repealed.

SECTION 2: SEVERABILITY CLAUSE. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3: EFFECTIVE DATE. This Ordinance shall take effect upon passage and publication as provided by law.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Hinesville, Georgia, on this the 3rd day of November 2022.

Allen Brown, Mayor

Keith Jenkins, Mayor Pro Tem

Diana F. Reid, Councilmember

Vicky C. Nelson, Councilmember

Jason R. Floyd, Councilmember

Karl A. Riles, Councilmember

Lia Jones, City Clerk



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Trick-or-Treat
Prepared by: Rose Kenner
Presented by: Kenneth Howard

PURPOSE: To establish the date and time for City of Hinesville residents to go Trick-or-Treating.

BACKGROUND: This calendar year Halloween will be on Monday, October 31, 2022. The hours for Trick-or-Treating has been 6:00 p.m. until 8:00 p.m. Fort Stewart sets their hours the same as the City of Hinesville.

FUNDING: N/A

RECOMMENDATION: To set the hours of Trick-or-Treat for the City of Hinesville on Monday, October 31, 2022 from 6:00 p.m. until 8:00 p.m.

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION:



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022

Agenda Item: Hinesville Historic Preservation Commission

Prepared by: Rose Kenner

Presented by: Kenneth Howard

PURPOSE: To inform Mayor and Council of the Hinesville Historic Preservation Commission appointments that expired on May 2, 2022.

BACKGROUND: According to the City of Hinesville Code of Ordinance, Chapter 5, Buildings and Building Regulation, Article 5. Historic Preservation, Section 5-252. Creation of a Historic Preservation Commission, (b). The Commission shall consist of six (6) members appointed by the Mayor and City Council, with each such elected official responsible for the selection of one (1) Commission member. These appointments are for a three (3) year term.

- Mayor Brown - Christi Wheeler
- Councilmember Reid - Gregory Grant
- Councilmember Floyd - Leah Poole

This will be an action item at the October 20, 2022 Council Meeting.

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

1. Historic Preservation Commission Spreadsheet
2. Sec. 5-252. - Creation of a Historic Preservation Commission.

PREVIOUS COUNCIL DISCUSSION:

STANDING
BOARDS/COMMISSIONS/AUTHORITIES
APPOINTEES

Historic Preservation Commission							
APPOINTED BY	CURRENT APPOINTEES	RESIDES IN DISTRICT	TERMS SERVED	LENGTH OF TERM	TERM BEGAN	TERM EXPIRES	NOTES
Mayor Brown	Christi Wheeler			3 Years	02/04/2021	05/02/2022	Filled the unexpired term of Judy Shippey (Ms. Shippey resigned)
CM Reid	Gregary Grant	1		3 Years	05/02/2019	05/02/2022	Replaced Delieth Wright
CM Floyd	Leah Poole	2		3 Years	07/18/2019	05/02/2022	Replaced Cassidy Collins
CM Nelson	Joseph Stuart	3		3 Years	05/02/2017	05/02/2023	Replaced Walter Taylor
CM Jenkins	Andre Holmes	4		3 Years	10/01/2020	05/02/2023	Replaced Marvin Clark
CM Riles	Cathy Thomas	5		3 Years	08/06/2020	05/02/2023	Replaced John Pirkle

City Code Section 5-252(b)

Sec. 5-252. Creation of a Historic Preservation Commission.

- (a) *Creation of the Commission.* There is hereby created a commission whose title shall be "City of Hinesville Historic Preservation Commission."
- (b) *Commission members: appointment, terms of office, election of officers, and compensation.* The Commission shall consist of six members appointed by the Mayor and City Council, with each such elected official responsible for the selection of one Commission member. A majority of the members of any such Commission shall have demonstrated special interest, experience, or education in history or architecture. The terms of office of Commission members shall be for three year staggered terms. The Commission shall elect from its membership a chairperson and such other officers as may be desired. Officers shall be elected on a calendar year basis, but may be reelected for succeeding terms. All members of the Commission shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.
- (c) *Vacancies.* Any vacancy in membership of the Commission shall be filled for the unexpired term by the elected official responsible for the initial selection of the departing Commission member. The Mayor and City Council shall have the authority to remove any member for cause, on written charges, after a public hearing.
- (d) *Powers.* The Historic Preservation Commission appointed or designated shall be authorized to:
 - (1) Prepare an inventory of all property within its respective historic preservation jurisdiction having the potential for designation as historic property;
 - (2) Recommend to the City Council specific places, districts, sites, buildings, structures, or works of art to be designated by ordinance as historic properties or historic districts;
 - (3) Review applications for certificates of appropriateness and grant or deny the same in accordance with O.C.G.A. § 44-10-28;
 - (4) Recommend to the City Council that the designation of any place, district, site, building, structure, or work of art as a historic property or as a historic district be revoked or removed;
 - (5) Restore or preserve any historic properties acquired by the City;
 - (6) Promote the acquisition by the City of conservation easements in accordance with O.C.G.A. §§ 44-10-1 — 44-10-8;
 - (7) Conduct an educational program on historic properties located within its historic preservation jurisdiction;
 - (8) Make such investigations and studies of matters relating to historic preservation as the City Council or the Commission itself may from time to time deem necessary or appropriate for the purposes of this article;
 - (9) Seek out State and Federal funds for historic preservation and make recommendations to the City Council concerning the most appropriate use of any funds acquired;
 - (10) Consult with historic preservation experts in the Division of Historic Preservation of the Department of Natural Resources or its successor and the Georgia Trust for Historic Preservation, Inc.; and
 - (11) Submit to the Division of Historic Preservation of the Department of Natural Resources or its successor a list of historic properties or historic districts designated as such pursuant to O.C.G.A. § 44-10-26.
- (e) *Commission's power to adopt rules and standards.* The Commission shall adopt rules and standards for the transaction of its business and for consideration of applications for designations and certificates of appropriateness not otherwise in contravention of this article or the laws of the State, such as bylaws, and design guidelines and criteria. The Commission shall have the flexibility to adopt such rules and standards

without amendment to this article, subject however to the approval of the Mayor and City Council. The Commission shall provide for the time and place of regular meetings and a method for the calling of special meetings. A quorum shall consist of a majority of the members.

- (f) *Conflict of interest.* The Commission shall be subject to all conflict of interest laws set forth in State statutes and in this Code of Ordinances, the provisions of which are hereby incorporated by reference.
- (g) *Commission's authority to receive funding from various sources.* The Commission shall have the authority to accept donations and shall insure that these funds do not displace appropriated governmental funds.
- (h) *Records of Commission meetings.* A public record shall be kept of the Commission's resolutions, proceedings and actions. Such public record shall remain on file in the office of the Community Development Department.

(Code 1978, § 2-267; Ord. No. 1996-03, § III, 5-2-1996)

State law reference(s)—Historic preservation commissions, O.C.G.A. §§ 44-10-24, 44-10-26.



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Deputy City Attorney
Recommendation
Prepared by: Lia Jones
Presented by: Linnie Darden

PURPOSE: During the September 15, 2022 Council Meeting, Mayor and Council accepted Cap Russell's resignation and requested that Attoreny Linnie Darden be prepared to make a recommendation for Cap's replacement.

BACKGROUND: Robert L. Russell III, Deputy City Attorney and Assistant Municipal Court Solicitor reported his move to Athens, Georgia. Therefore, his resignation with the City of Hinesville is effective September 30, 2022. Deputy City Attorney thanked Mayor and Council for the opportunity to serve.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION: September 15, 2022 discussion



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Class V Alcohol License Request
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: The Liberty County Chamber of Commerce is requesting a Class V Alcohol License to sell beer at a Golf Tournament.

BACKGROUND: The Liberty County Chamber of Commerce is requesting a One-Day Special Event Permit to sell beer during a Golf Tournament event on Friday, October 28, 2022. This event will take place at Cherokee Rose Golf Club located at 225 Cherokee Trail from 12 pm to 5 pm. All departments have approved this request.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Golf Tournament Summary Sheet
2. Golf Tournament Application
3. Golf Tournament Background Check

PREVIOUS COUNCIL DISCUSSION: None

SUMMARY SHEET FOR CLASS V ALCOHOL LICENSE

NAME OF THE EVENT	Liberty County Chamber of Commerce Golf Tournament
LOCATION	225 Cherokee Trail Hinesville, GA 31313
DATE OF EVENT	Friday, October 28, 2022
TIME OF EVENT	12:00 pm until 5:00 pm
NAME OF APPLICANT(S)	Leah Poole
NAME OF BUSINESS	Liberty County Chamber of Commerce
ADDRESS OF BUSINESS	208 E Court St Hinesville GA 31313
APPROVED BY HPD	Yes 09/22/2022
APPROVED BY LCPC	Yes 09/09/2022
APPROVED BY INSPECTIONS DEPARTMENT	Yes 09/14/2022
APPROVED BY HFD	Yes 09/13/2022
TYPE OF LICENSE	Class V on premise consumption beer and wine

City Council () Approved () Disapproved by _____ Date 10-06-2022

LICENSE YEAR: 2022



DATE: 8.25.22

CLASS V ALCOHOL BEVERAGE LICENSE APPLICATION

(must be submitted at least thirty (30) days prior to the planned event)

Leah Poole

NAME OF APPLICANT: (spell out full name, no initials)

208 E Court Street Hinesville, GA 31313

LEGAL MAILING ADDRESS OF APPLICANT:

SSN:

DOB MONTH/DAY/YEAR:

HOME PHONE:

9123684445

BUSINESS PHONE:

WERE YOU BORN A U.S. CITIZEN? ☒ (YES) ☐ (NO)

ARE YOU A LIBERTY COUNTY RESIDENT? ☒ (YES) ☐ (NO)

Type of Event: One Time Event ☒ Public Event ☒ Quasi-Public Event ☐
(circle one)

Type of Organization:

☐ Licensed Alcohol Beverage Caterer - must provide copy of state & local license

☒ Bona Fide Nonprofit Organization - must provide proof of tax-status 501(C) (3)

Liberty County Chamber of Commerce

NAME OF ORGANIZATION:

208 E Court Street Hinesville, GA 31313

BUSINESS MAILING ADDRESS:

912.368.4445

BUSINESS PHONE NUMBER:

20-8547671

FEDERAL TAX ID NUMBER:

Golf Tournament

DESCRIPTION AND/NAME OF EVENT:

LOCATION OF EVENT (ADDRESS/AREA DESCRIPTION):

225 Cherokee Trail Hinesville, GA 31313

10.28.22

DATE:

12-5pm

TIME:

100

ANTICIPATED NUMBER OF PARTICIPANTS:

n/a

COST TO ATTEND:

TYPE OF ALCOHOLIC BEVERAGE(S) TO BE SOLD/SERVED:

BEER (\$50) ☒ WINE (\$50) ☐ LIQUOR (\$50) ☐

Revised October 2021

LICENSE YEAR: 2022

DATE: 8.25.22

DESCRIBE THE NATURE AND ESTIMATED QUANTITY OF ALCOHOL BEVERAGES TO BE SOLD/SERVED:

Beer in cans

DESCRIBE THE PARKING ARRANGEMENTS:

private parking at Cherokee Rose

DESCRIBE THE PLANNED SECURITY ARRANGEMENTS:

as required by the Hinesville Police Department

WILL SIGNS OR STRUCTURES BE ERECTED: YES ☐ NO ☒
(if yes, please describe below)

The City Council has the authority to approve or reject this application. The City Council may decide the nature of any security and/or parking arrangements, for which the organization staging the event will be responsible. The City Council has the discretion to require event organizers to designate and clearly mark the specific areas in which alcohol beverages may be consumed, using ropes, barricades, stanchions, or similar devices.

Revised October 2021



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Class V Alcohol License Request
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: The Liberty County Chamber of Commerce is requesting a Class V Alcohol License to sell beer and wine during the Low Country Boil event.

BACKGROUND: The Liberty County Chamber of Commerce is requesting a One-Day Special Event Permit to sell beer and wine during the Low Country Boil event on Friday, November 18, 2022. This event will take place at the Liberty County Chamber of Commerce located at 208 E Court Street from 6 pm to 10 pm. All departments have approved this request.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Low Country Boil Summary Sheet
2. Low Country Boil Application
3. Low Country Boil Background Check

PREVIOUS COUNCIL DISCUSSION: None

SUMMARY SHEET FOR CLASS V ALCOHOL LICENSE

NAME OF THE EVENT	Low Country Boil
LOCATION	208 E Court St Hinesville, GA 31313
DATE OF EVENT	Friday, November 18, 2022
TIME OF EVENT	6:00 pm until 10:00 pm
NAME OF APPLICANT(S)	Leah Poole
NAME OF BUSINESS	Liberty County Chamber of Commerce
ADDRESS OF BUSINESS	208 E Court St Hinesville GA 31313
APPROVED BY HPD	Yes 09/22/2022
APPROVED BY LCPC	Yes 09/09/2022
APPROVED BY INSPECTIONS DEPARTMENT	Yes 09/14/2022
APPROVED BY HFD	Yes 09/13/2022
TYPE OF LICENSE	Class V on premise consumption beer and wine

City Council () Approved () Disapproved by _____ Date 10-06-2022

LICENSE YEAR: 2022



DATE: 8.25.22

CLASS V ALCOHOL BEVERAGE LICENSE APPLICATION

(must be submitted at least thirty (30) days prior to the planned event)

Leah Poole

NAME OF APPLICANT: (spell out full name, no initials)

208 E Court Street Hinesville, GA 31313

LEGAL MAILING ADDRESS OF APPLICANT:

SSN: [REDACTED]

DOB MONTH/DAY/YEAR: [REDACTED]

HOME PHONE: [REDACTED]

9123684445

SSN:

DOB MONTH/DAY/YEAR:

HOME PHONE:

BUSINESS PHONE:

WERE YOU BORN A U.S. CITIZEN? ☒ (YES) ☐ (NO)

ARE YOU A LIBERTY COUNTY RESIDENT? ☒ (YES) ☐ (NO)

Type of Event: One Time Event ☒ Public Event ☒ Quasi-Public Event ☐
(circle one)

Type of Organization:

☐ Licensed Alcohol Beverage Caterer - must provide copy of state & local license

☒ Bona Fide Nonprofit Organization - must provide proof of tax-status 501(C) (3)

Liberty County Chamber of Commerce

NAME OF ORGANIZATION:

208 E Court Street Hinesville, GA 31313

BUSINESS MAILING ADDRESS:

912.368.4445

BUSINESS PHONE NUMBER:

20-8547671

FEDERAL TAX ID NUMBER:

Low Country Boil

DESCRIPTION AND/NAME OF EVENT:

LOCATION OF EVENT (ADDRESS/AREA DESCRIPTION):

208 E Court Street, Hinesville, GA 31313

11.18.22

DATE:

6-10pm

TIME:

150

ANTICIPATED NUMBER OF PARTICIPANTS:

\$30

COST TO ATTEND:

TYPE OF ALCOHOLIC BEVERAGE(S) TO BE SOLD/SERVED:

BEER (\$50) ☒ WINE (\$50) ☒ LIQUOR (\$50) ☐

Revised October 2021

LICENSE YEAR: 2022

DATE: 8-25-22

DESCRIBE THE NATURE AND ESTIMATED QUANTITY OF ALCOHOL BEVERAGES TO BE SOLD/SERVED:

Beer and wine, 2 kegs and 4 cases of wine

DESCRIBE THE PARKING ARRANGEMENTS:

Public parking available throughout downtown Hinesville

DESCRIBE THE PLANNED SECURITY ARRANGEMENTS:

as required by the Hinesville Police Department

WILL SIGNS OR STRUCTURES BE ERECTED: YES ☐ NO ☒

(if yes, please describe below)

The City Council has the authority to approve or reject this application. The City Council may decide the nature of any security and/or parking arrangements, for which the organization staging the event will be responsible. The City Council has the discretion to require event organizers to designate and clearly mark the specific areas in which alcohol beverages may be consumed, using ropes, barricades, stanchions, or similar devices.

Revised October 2021



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Public Comment
Prepared by: Lia Jones
Presented by: Mayor Brown

PURPOSE: To Allow Citizens to Address Mayor and Council.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION:



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Mayor Brown's Report
Prepared by: Christy Deloach
Presented by: Mayor Brown

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Councilmember Riles Report
Prepared by: Jean Marie Reynolds
Presented by: Councilmember Riles

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Mayor Pro Tem Jenkins Report
Prepared by: Brittany Avery
Presented by: Mayor Pro Tem Jenkins

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Councilmember Nelson's Report
Prepared by: Wendy Bruce Sochia
Presented by: Councilmember Nelson

ACTION ITEMS:

N/A

INFORMATIONAL ITEMS:

N/A



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Councilmember Floyd's Report
Prepared by: Rose Kenner
Presented by: Councilmember Floyd

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Councilmember Reid's Report
Prepared by: Darlene Parker
Presented by: Councilmember Reid

ACTION ITEMS:

N/A

INFORMATIONAL ITEMS:

N/A



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: City Manager's Report
Prepared by: Christy Deloach
Presented by: Kenneth Howard

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022
Agenda Item: Hurricane IAN Relief for Ft. Myers Florida
Prepared by: Lia Jones
Presented by: Kenneth Howard

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

LPC, GOSPEL 94.9 & 106.3 THE SPARROW

Hurricane IAN Relief for

FT. MYERS FL!

Online Donations: www.gospel949.net

DROP-OFF SITE: 302 W. MEMORIAL DR - HINESVILLE, GA 31313

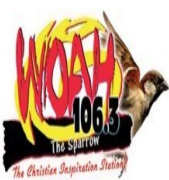


Monetary Offerings are Needed and Other Donations to Include:

- Non-perishable food items (canned & boxed)
- Baby items (formulas, bottles, diapers, etc.)
- Can Meats
- Mini Grills / Charcoal
- Bottled Water / Gallon Jugs
- Flashlights & Batteries
- Toiletries & First Aid items, Personal hygiene items
- \$25 Walmart Gas Cards

Truck Leaves Saturday, October 8th!

(912) 320-4686





City of Hinesville, Georgia, Council Meeting

Date: October 6, 2022

Agenda Item: Millage Rate Public Hearings and Adoption Schedule

Prepared by: Kimberly Ryon

Presented by: Kimberly Ryon

PURPOSE: To inform the Mayor and City Council about the dates and times for the public hearings related to the millage rate and the millage rate adoption.

BACKGROUND: It is our recommendation to roll back the millage rate by .20 mills to 10.30 mills. Because we are not proposing to roll the millage rate back by the total inflationary growth, we are required to advertise a tax increase and conduct three public hearings prior to adopting the millage rate.

We are proposing to schedule the required public hearings for:

- Wednesday, November 9, 2022 at 11:30 am
- Wednesday, November 9, 2022 at 6:00 pm
- Thursday, November 17, 2022 during the City Council meeting which begins at 3:00

The millage rate is scheduled to be adopted at the November 17, 2022 City Council meeting.

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

1. Millage Rate Adoption 2022 Digest

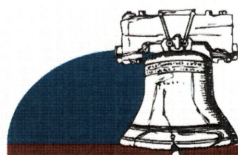
PREVIOUS COUNCIL DISCUSSION:

MAYOR
Allen Brown

CITY MANAGER
Kenneth K. Howard

CITY CLERK
Lia Jones

CITY ATTORNEY
Linnie L. Darden, III



Finance Department
HINESVILLE
GEORGIA

Kimberly Ryon, Chief Financial Officer

MAYOR PRO TEM
Keith Jenkins

COUNCIL MEMBERS
Diana F. Reid
Jason Floyd
Vicky C. Nelson
Karl A. Riles

Memorandum

Date: September 29, 2022
To: Mayor and Council
CC: City Manager and Department Heads
From: Kimberly Ryon *KR*
RE: Proposed Calendar to adopt the Millage Rate for the 2022 Digest (FY 2023)

The following is an outline of the dates proposed to adopt the millage rate for the 2022 tax digest:

Wednesday, November 9, 2022	Hold the first Public Hearing on tax increase at 11:30 a.m. Hold the second Public Hearing on tax increase at 6:00 p.m.
Thursday, November 17, 2022	Hold the third Public Hearing on tax increase during Council meeting. Adopt the Millage Rate (during the Council meeting)

The County is looking to adopt their millage rates on a similar schedule.

"Home for a Day or a Lifetime"