

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
December 15, 2022
Council Chamber**

MAYOR PRO TEM
Keith Jenkins

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

1. INVOCATION

Bishop A. D. Shaw of Full Gospel Tabernacle COGIC.

2. MINUTES

Approve the Minutes of the December 1, 2022 Council Meeting.

3. UNFINISHED BUSINESS

3.1. AMEND MOBILE FOOD SERVICE ESTABLISHMENT ORDINANCE #2022-08

To Present for Mayor and Council Consideration, Amend Mobile Food Service Establishment Ordinance #2022-08 to Clarify that a Base of Operation is Allowed on all Properties Used for a Single-Family Dwelling. Second Reading.

Informational Item

3.2. HAMPO CITIZENS ADVISORY COMMITTEE (CAC)

To Present for Mayor and Council Consideration, Hinesville Area Metropolitan Planning Organization (HAMPO) Citizens Advisory Committee (CAC) Appointments Expire on December 31, 2022. These Appointments are Made by Mayor and Council.

Action Item

4. PRESENTATIONS

4.1. TEACHER OF THE YEAR RECOGNITION

To Present for Mayor and Council Consideration, Liberty County Teacher of the Year Recognition to Dr. Kenyatta Gilmore, Principal, and Tiffany Leon-Peterson, Teacher.

Informational Item

4.2. EMPLOYEE RECOGNITION

To Present for Mayor and Council Consideration, Hinesville for the Holidays Employee Recognition.

Informational Item

4.3. EV MAKE READY INFRASTRUCTURE PROGRAM

"Home for a Day or a Lifetime"

To Present for Mayor and Council Consideration, Georgia Public Service Commission Authorized Georgia Power to Implement an Electrification of Transportation Initiative in Order to Study the Impacts of Electric Transportation on the Electric Grid.

Informational Item

5. NEW BUSINESS

5.1. GEFA LOAN APPLICATION FOR WASTEWATER SYSTEM IMPROVEMENTS

To Present for Mayor and Council Consideration, GEFA Loan for Wastewater System Improvements in the Amount of \$25,933,560.00.

Action Item

5.2. PLANNED TRAFFIC CALMING INSTALLATION REVIEW

To Present for Mayor and Council Consideration, Planned Traffic Calming Installation Approval.

Action Item

5.3. YR 2022/2023 LMIG LIST APPROVAL

To Present for Mayor and Council Consideration, Approval of the LMIG Street List for Year 2022 and 2023.

Action Item

5.4. KREBS PARK ELECTRICAL BID

To Present for Mayor and Council Consideration, Krebs Park Electrical Service Installation.

Action Item

5.5. PEACHTREE RECOVERY SERVICES AGREEMENT RENEWAL #2022-12

To Present for Mayor and Council Consideration, Peachtree Recovery Services Agreement Renewal.

Action Item

5.6. LIBERTY TRANSIT SAFETY PLAN RESOLUTION #2022-21

To Present for Mayor and Council Consideration, Resolution #2022-21 Liberty Transit Safety Plan.

Action Item

5.7. LIBERTY CO. TAX COMMISSIONER PROPOSED AMENDMENT #2022-13

To Present for Mayor and Council Consideration, Agreement for the Collection of Municipal Taxes Pursuant to O.C.G.A. § 48-5-359.L (A) Proposed Amendment #2022-13.

Action Item

5.8. IN-HOUSE PROBATION SERVICE AGREEMENT #2022-14

To Present for Mayor and Council Consideration, Probation Service Agreement #2022-14 between the City of Hinesville and Hinesville Municipal Court for the Operation of In-House Probation Services.

Action Item

"Home for a Day or a Lifetime"

6. BUSINESS LICENSE

6.1. YR 2023 ALCOHOL BEVERAGE LICENSE RENEWALS

To Present for Mayor and Council Consideration, **Consumption on Premise:** Empire Events, Fang's Island and Phillips Seafood. **Consumption off Premise:** EZ Trip, M & S Liquor Store, Parker's Hinesville, Roundhouse Package Shop, Save A Ton Food Mart, Walmart 0862, and Walmart 4525.

Action Item

6.2. TRANSIENT MERCHANT LICENSE REQUEST

To Present for Mayor and Council Consideration, David Midgorden of TNT Fireworks a 2022 Transient Merchant License to Sell Fireworks at Four Locations.

Action Item

6.3. TRANSIENT MERCHANT LICENSE REQUEST

To Present for Mayor and Council Consideration, Heather Perez of Phantom Fireworks a 2022 Transient Merchant License to sell Fireworks at One Location.

Action Item

7. PUBLIC COMMENT

7.1. PUBLIC COMMENT

8. MAYOR ALLEN BROWN

8.1. MAYOR BROWN'S REPORT

9. COUNCILMEMBER RILES - DISTRICT 5

9.1. COUNCILMEMBER RILES REPORT

9.2. MONTHLY CRIME AND CITATION REPORT

10. MAYOR PRO TEM JENKINS - DISTRICT 4

10.1. MAYOR PRO TEM JENKINS REPORT

10.2. MONTHLY INSPECTIONS DEPT. REPORT

11. COUNCILMEMBER NELSON - DISTRICT 3

11.1. COUNCILMEMBER NELSON'S REPORT

11.2. MONTHLY HFD REPORT

12. COUNCILMEMBER FLOYD - DISTRICT 2

12.1. COUNCILMEMBER FLOYD'S REPORT

12.2. MONTHLY BUSINESS LICENSE REPORT

12.3. MONTHLY BIRTHDAYS

13. COUNCILMEMBER REID - DISTRICT 1

"Home for a Day or a Lifetime"

- 13.1. COUNCILMEMBER REID'S REPORT
- 13.2. MONTHLY ESG OPERATION AND STATUS REPORT
- 14. CITY MANAGER KENNETH HOWARD
 - 14.1. CITY MANAGER'S REPORT
 - 14.2. 2022 SCHEDULED HOLIDAY DISCUSSION
 - 14.3. RETIREES COST OF LIVING ADJUSTMENT (COLA)
 - 14.4. HAPPY HOLIDAYS
- 15. EXECUTIVE SESSION
 - 15.1. EXECUTIVE SESSION
 - To Hold an Executive Session to Discuss Real Estate Matters.
 - Informational Item*
- 16. ADJOURN

"Home for a Day or a Lifetime"



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022

Agenda Item: Amend Mobile Food Service Establishment Ordinance #2022-08

Prepared by: Lia Jones

Presented by: Kenneth Howard

PURPOSE: The purpose of this amendment is to clarify that a base of operation (a.k.a. “commissary”) is allowed **on all properties** used for a single-family dwelling. The ordinance in its current form does not specify which zones would allow a home-based base of operations. Rather than specify specific single-family zones, the LCPC recommends that home-based bases of operation be allowed on all properties used for a single-family dwelling, regardless of the zoning.

BACKGROUND: *C. Commissaries.* (4) A home-based location for a base of operation will be established with a Home-Based Business License issued by the City of Hinesville. A base of operation may be placed in an accessory building only in the following zoning districts with a waiver letter signed by the applicant’s attorney if applicable and approved by the Director of the Department of Inspections. R-1, R-2, R-3, and R-4. **Refer to revisions on Ordinance #2022-01 page 3.**

FUNDING: N/A

RECOMMENDATION: Approval

ATTACHMENTS:

1. Mobile Food Service Establishment Ordinance_draft 15

PREVIOUS COUNCIL DISCUSSION: N/A

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HINESVILLE, GEORGIA, CHAPTER 9 – LICENSING AND BUSINESS REGULATIONS, ARTICLE IV – MISCELLANEOUS BUSINESS REGULATIONS TO ADD SEC. 9-108 MOBILE FOOD SERVICE ESTABLISHMENT REGULATIONS; TO REGULATE FOOD TRUCKS IN THE CITY OF HINESVILLE; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

WITNESSED:

Whereas, it is the purpose of this Article to protect the public health, safety and general welfare of individuals and the community at large; to establish uniform regulations for the operation of mobile food service units; and to enhance street- level economic opportunities within the City.

Whereas, this Article shall apply to the operation of all mobile food service units within the corporate limits of the City.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Hinesville, and it is hereby ordained by the authority of same, that the Ordinance and subsequent amendments regulating the operation of all mobile food service units for the City of Hinesville be amended as follows:

Chapter 9 – Licensing and Business Regulations

Article IV. Miscellaneous Business Regulations

Sec. 9-108 – Mobile Food Service Establishment Regulations

1. Definitions.

- A. *Base of Operation* means a food service establishment, or any other permitted location in which food, containers or supplies are kept, handled, prepared, packaged, stored, or placed in containers for subsequent transport, sale or service elsewhere. A base of operation may also be called a commissary.
- B. *Food Truck Park* means a privately-owned parcel of land where three or more mobile food service establishments that are limited to the sale of food and non-alcoholic beverages to the public are congregated. Participants in a food truck park may share required facilities as needed such as toilet facilities or trash receptacles,

as permitted by the Department of Public Health.

- C. *Mobile Food Service Establishment* means a trailer, pushcart, vehicle vendor or any other similar conveyance operating as an extension of and under the managerial authority of the license holder of its permitted base of operation. This definition encompasses all mobile food service establishments, with the exception of pushcarts. The mobile food service establishment is accessory to the base of operation, which is the location of the business.
- D. *Pushcart* means a human propelled, self-contained, enclosed food service cart.

2. Approvals and Licensing.

- A. *In general.* No person shall operate a mobile food service establishment within the corporate limits of the City without first obtaining the proper licenses and/or permits from the state, county, and City of Hinesville. Mobile Food Service Establishment operators shall at all times comply with the provisions of this Article and all other applicable local, state and federal laws, regulations or rules. All approvals will be issued annually based on the calendar year. No approval issued under this Article may be prorated, transferred, or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.
- B. *Specific requirements.* Any person intending to operate a mobile food service establishment within the corporate limits of the City of Hinesville shall obtain, prior to commencing operation:
 - 1. All permits as may be required to operate a mobile food service establishment by the state, including the Department of Public Health of Liberty County.
 - 2. A City of Hinesville Mobile Food Service Establishment License.
- C. *Commissaries.* All mobile food service establishments must first establish a base of operation before application to operate a mobile food service establishment.
 - 1. A commercial location for a base of operation will be established with a Business License issued by the City of Hinesville. A base of operation is permitted by right in the following zoning districts: C-1, C-2, C-3, D-D, O-I, O-C, or L-I.
 - 2. As directed by the Department of Public Health, no two Mobile Food Service Establishments may share a base of operation. Each establishment requires a dedicated space as decided by the Department of Public Health.

3. ~~A home-based location for a base of operation will be established with a home-based business license issued by the City of Hinesville. A base of operation may be placed in an accessory building only in the following zoning districts with a waiver letter signed by the applicant's attorney if applicable and approved by the Director of the Department of Inspections. R-1, R-2, R-3, and R-4.~~ **The base of operations for a home based mobile food service establishment may only be placed in an accessory building on a property for which the principal use is a single-family dwelling provided that a certificate signed by the applicant's attorney in accordance with section 607(6) of article VI of the Zoning Ordinance and approved by the Director of Inspections; A home-based business license issued by the City of Hinesville shall be obtained in accordance with section 2(A) and (B) of this chapter.**
4. A base of operation may be located outside the city limits of Hinesville. Proof of compliance with local laws shall be required.

D. *Mobile Food Service Establishment License Application.* Applicants seeking mobile food service establishment license approval shall submit an application for such approval to the City Clerk or Designee. Such application shall include, at a minimum:

1. The mobile food service establishment license application as distributed by the Business License Department, which includes;
 - a. The name, address, telephone number, and email address of the mobile food service establishment's owner(s) of record. If the owner is a non-natural person, a human point of contact will be identified;
 - b. Information identifying the mobile service unit including, its make, model and license plate number, together with a photograph of the mobile food service establishment;
 - c. The corporate and, where applicable, trade name of the base of operation associated with the mobile food service establishment;
 - d. A listing of operating locations, schedule for operation, and hours of operation for each site on which the mobile food service establishment intends to conduct business;
 - e. Signatures from the owners of the properties on which the truck intends to operate.
 - f. A listing of Mobile Food Service Establishment operators who will be driving the vehicle and copies of their driver's license. Applicants will

be responsible for notifying the Business License Office when there is a change in driver or driver's license status.

2. A copy of the base of operation's approved business license from the appropriate governing authority. Where the base of operation is located outside Liberty County, the applicant shall provide evidence of compliance with that district's requirements.
3. A copy of the approved permit and inspection certificate for the base of operation issued by the applicable Department of Public Health;
4. A legible site plan to include distance for each location illustrating the location of the mobile food service establishment, required queue space, and any outdoor seating;
5. A non-refundable application fee paid to the City of Hinesville as set forth in the Fee Schedule.

3. Grant or Denial of Application

Review and consideration of an application shall be conducted in accordance with principles of due process. Approval is conditional upon the applicant's compliance with applicable local, state, or federal laws.

4. Operational Requirements and Provisions

- A. Mobile food service establishments shall not conduct business within the public right-of-way, with the exception of special events recognized by the City of Hinesville for which the mobile food service establishment has received pre-approval from the City Manager.
- B. Mobile food service establishments shall not operate on private property without written consent from the property owner.
- C. Mobile food service establishments shall comply with all applicable grease interceptor standards.
- D. The Department of Public Health mobile food service establishment permit, together with all applicable health certificates, including food inspection reports, pertaining to the units, shall be firmly attached in a prominent location, which shall be plainly visible to the public at all times the mobile food service establishment is conducting business.

- E. Any driver of a mobile food service establishment must possess a valid driver's license.
- F. Mobile food service establishments may conduct business only within the zones designated for such activity as listed here: C-1, C-2, C-3, D-D, O-I, O-C, and all Residential Districts with special permit uses.
- G. A mobile food service establishment court may be located only in D-D, C-1, C-2, or C-3 zoning districts.
- H. When conducting business, mobile food service establishments shall provide no less than nine feet of unobstructed horizontal pedestrian clearance on private property, as measured from the main service window.
- I. Mobile food service establishments may only park in pre-approved locations when not in operation as indicated on the mobile food service establishment license application.
- J. Mobile food service establishments shall comply with all applicable local, state, and federal health and safety laws, regulations and rules.
- K. Mobile food service establishments may place one temporary sandwich board not greater than 16 ft² in area for advertisement purposes and not more than four feet from the main service window.
- L. Mobile food service establishments may not conduct business within 200 feet of a brick-and-mortar restaurant as measured from the main entrance of the restaurant to the main service window of the mobile food service establishment. Mobile food service establishments within a food court are exempted from this restriction.
- M. Mobile food service establishments may not conduct business in a manner that blocks or impedes pedestrian or vehicular traffic, with the exception of special events recognized by the City of Hinesville.
- N. Mobile food service establishments may not conduct business with any person who is seated in a motor vehicle.
- O. No more than two mobile food service establishments may operate independently on a single property, with the exception of special events recognized by the City of Hinesville.
- P. Pushcarts are not permitted by right under this ordinance and may only be used for special events with the express permission of the City Manager as well as approval from the Department of Public Health.
- Q. Toilet Facilities – adequate access for employees to toilet facilities within 200 feet is

required for all mobile food service establishments. See Georgia Department of Public Health 511-6-1.06(2)(h).

- R. The City Council may permit licensed mobile food service establishments to operate at special events regardless of zoning.
- S. Mobile and temporary cooking operations shall not block any required exits, fire department access roads, fire lanes, fire hydrants, fire department connections to automatic sprinkler and standpipes or other fire protection devices and equipment.
- T. Mobile and temporary cooking operations shall be separated from buildings or structures, combustible materials, vehicles and other cooking operations by a minimum of 10 feet and at least 20 feet from tents and other membrane structures.
- U. Covers shall be installed on fryers to prevent cooking oil from spilling while mobile food vehicle is in motion.
- V. Any mobile food service establishment using solid fuel cooking appliances (wood, charcoal, etc.) with a fire box of 5 cubic feet or less, must provide either a 1.6-Gal Class K extinguisher or a water extinguisher, in addition to a Class 2-A 10BC ABC extinguisher.

5. Mobile food service establishment parks

- A. A mobile food service establishment park may be established on a privately-owned commercial property zoned C-1, C-2, C-3, or D-D on a property no less than 30,000 square feet.
- B. Mobile food service establishments in a food truck park may share toilet facilities, parking spaces, outdoor temporary/permanent seating, trash receptacles, and other facilities as approved by the Department of Public Health.
- C. A mobile food service establishment park site plan showing paved access and adequate off-street parking shall be submitted to the LCPC for review. The minimum number of designated parking spots required for a mobile food service establishment park shall be four per mobile food service establishment.

6. Trash

- A. Each mobile food service establishment shall provide a suitably sized receptacle for

trash, which shall be located within ten feet of the service window of the unit. It shall be maintained and regularly emptied. All waste generated by the mobile food service establishment's operation, including that associated with its customers and staff, must be disposed of at the base of operation or another approved location.

- B. The area within which a mobile food service establishment operates shall, at all times, be kept clean and free from trash, garbage, rubble and debris. For purposes of this Section, a mobile food service establishment shall be responsible for operating in a safe and hygienic space to conduct business.

7. Fire Safety

To minimize the threat to public safety posed by fire, the following apply:

- A. *Combustible gas detector.* Prior to the operation of any combustible gas-fueled appliances, all visible connections shall be inspected for leakage utilizing a combustible gas detector. Detected leaks shall be repaired before any gas-fueled appliance is operated.
- B. *Liquid Propane Systems.* Propane and natural gas tanks shall be shut off while the mobile food vehicle is in motion, unless the tank is equipped with an impact detection shut off device approved by the U.S. DOT. Propane and natural gas tanks must always be shut off while the vehicle is unattended and/or in overnight storage. Mounted tanks must be secure (NFPA 58 5.2.4) and conform with NFPA standards relating to the safe mounting of tanks as described in NFPA 58 6.23.3.3. and be capable of withstanding impact requirements as required by the NFPA (NFPA 58 6.23.3.4.).
- C. *Portable fire extinguishers.* All mobile food service establishments shall be equipped with a readily accessible multipurpose dry chemical portable fire extinguisher with a minimum rating of 2A 10BC. All mobile food service establishments utilizing fats or cooking oils, including those that produce grease, grease laden vapors or oily byproducts, shall, in addition to the ABC fire extinguisher, be equipped with a readily accessible Class K portable fire extinguisher. All required fire extinguishers shall be maintained in compliance with National Fire Protection Association 10, as amended.
- D. *Operations prior to set up.* Propane and natural gas tanks shall be shut off while the mobile food vehicle is in motion, unless the tank is equipped with an impact detection shut off device approved by the U.S. DOT. Mobile food service establishments are

prohibited from igniting, starting or operating any cooking appliances requiring heat, electricity or combustible gases while traveling upon any street, road or highway. Food warming or hot holding appliances are exempt from this requirement.

- E. *Exhaust creating nuisance.* Emission of exhaust gases or smoke shall not be handled in such a manner as to constitute a nuisance, pursuant to section 11.7 of the ordinance.
- F. *Hood cleaning and maintenance.* Mobile food service establishments shall be maintained and regularly cleaned to minimize the buildup of grease and other combustible residues. This includes all interior and exterior surfaces upon which grease can or may accumulate including, but not limited to, hold filter surfaces, plenums, ducts, exhaust fans and exterior cowling.
- G. *Fire suppression system inspections.* All mobile food service establishment fire suppression systems shall be inspected and maintained in accordance with the applicable provisions of the National Fire Protection Association. The system shall be tagged in accordance with the Rules and Regulations of the Georgia Safety Fire Commissioner.
- H. Liquified petroleum gas systems on mobile food vehicles and temporary cooking operations shall comply with the currently adopted IFC Section 319+.8 and Chapter 61, NFPA 5 and Chapter 120-3-6.
- I. A listed LP gas alarm shall be installed within the vehicle in the vicinity of LP gas system components, in accordance with the manufacturer's instructions per IFC Section 319.8.5.
- J. A shutoff valve shall be readily accessible and identified with a sign permanently affixed to the vehicle in reflective decal material with letters a minimum of two (2) inches.
- K. Fabric awnings, if present, shall be fire rated to comply with IFC Section 3104 and NFPA 701. Mobile food service operators shall provide documentation or remove fabric awning.

8. Generators

- A. Generators shall be in safe working condition and properly grounded.
- B. Non-permanently mounted generators shall be located at least 25 feet from combustibles or public gathering areas.
- C. Generators shall not be refueled when generator is in operation or within 20 feet of the mobile food vehicle.

- D. Generators shall not be operated within 20 feet of tents or other membrane structures.
- E. Should generators be mounted in a storage compartment on the mobile food vehicle, the generator must be vented to the exterior to prevent fumes from entering the mobile food vehicle.

9. Enforcement and Sanctions

- A. Mobile Food Services Establishments shall be inspected by the Fire Marshall, City Inspector or other duly empowered officer for compliance with this ordinance.
- B. To ensure the continued application of the intent and purpose of this Article, the City Manager shall notify the owner(s) and operator(s) and, where applicable, the Department of Public Health, of all instances in which a citation is issued to a mobile food service establishment.
- C. The City Clerk or designee shall be responsible for maintenance of all code violation charges, founded accusations and convictions concerning mobile food service establishments. When a mobile food service establishment owner or operator accumulates three code violations for a particular mobile food service unit within a period of twelve consecutive months, the City shall revoke the mobile food service establishment's license and reject all applications for mobile food service establishment license approval by the concerned owner(s) and operator(s) for a period of twelve consecutive months following the date of revocation.
- D. If a mobile food service establishment owner or operator has been cited for and found to be in violation of any zoning, health or life safety code provision, the owner or operator must demonstrate compliance with the applicable code prior to being eligible to continue operations under the current approval.
- E. Violations of this Article are subject to the following sanctions, which may not be waived or reduced, and which may be combined with any other legal remedy available to the City:
 - 1. First violation: \$500
 - 2. Second violation within 12 months of the first: \$750
 - 3. Third violation within 12 months of the first: \$1,000 and revocation of the Mobile food service establishment license. Mobile food service establishment license approvals will be revoked for the remainder of the calendar year.

- F. Nothing in this section shall limit the City from enforcement of its code, state or federal law by any other legal remedy available to the City. Nothing in this section shall be construed to limit or supplant the power of any City inspector, Fire marshal or other duly empowered officer under the City's ordinances, rules and regulations or the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from operation of a mobile food service establishment as a nuisance, including abatement thereof by lawful means.



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022

Agenda Item: HAMPO Citizens Advisory Committee (CAC)

Prepared by: Rose Kenner

Presented by: Kenneth Howard

PURPOSE: To inform Mayor and Council that the Hinesville Area Metropolitan Planning Organization (HAMPO) Citizens Advisory Committee (CAC) appointments will expire on December 31, 2022.

BACKGROUND: All appointments on the HAMPO Citizens Advisory Committee expire on December 31, 2022. The Citizens Advisory Committee appointments are for a two-year term and all appointments are made by Mayor and Council. The following citizens are currently serving on the board:

Elaine Moore - no reappointment
 Marcello Page - requests reappointment
 Curles Butler - requests reappointment
 Cassidy Collins - requests reappointment

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

1. HAMPO Citizens Advisory Committee (CAC) Board Appointment Spreadsheet
2. HAMPO Citizens bylaws

PREVIOUS COUNCIL DISCUSSION:

STANDING
BOARDS/COMMISSIONS/AUTHORITIES
APPOINTEES

HAMPO Citizens Advisory Committee (CAC)

APPOINTED BY	CURRENT APPOINTEES	RESIDES IN DISTRICT	TERMS SERVED	LENGTH OF TERM	TERM BEGAN	TERM EXPIRES
Mayor and Council	Elaine Moore	3		2 Years	01/01/21	12/31/2022
Mayor and Council	Marcello Page	1		2 Years	01/01/21	12/31/2022
Mayor and Council	Curles Butler	4		2 Years	01/0/21	12/31/2022
Mayor and Council	Cassidy Collins	2		2 Years	01/01/21	12/31/2022



Hinesville Area Metropolitan Planning Organization

HAMPO

By-Laws: Citizens Advisory Committee

On December 10, 2020, the Policy Committee approved an amendment to the Citizens Advisory Committee to amend Article VI Policy Committee Bylaws to amend Article VI, Meetings, by deleting second Tuesday of every even numbered month and adding "second Thursday of every odd numbered month" as directed by the Policy Committee.

On February 11, 2021, the Policy Committee approved an amendment to the Citizens Advisory Committee Bylaws to add Article VIII, Meeting Remotely and Virtually, as directed by the Policy Committee.

Adopted: December 13, 2012
Amended: February 11, 2021

100 Main Street, Suite 7520
Phone: 912-408-2030

Hinesville, Georgia 31313
Fax: 912-408-2037

Jeff Ricketson, AICP, Executive Director

Chairman Donald Lovette, Policy Committee Chairman

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Prepared by the Hinesville Area Metropolitan Planning Organization (HAMPO), for more information regarding this document or any other HAMPO activity, please contact us at:

Hinesville Area Metropolitan Planning Organization
c/o Liberty Consolidated Planning Commission
100 Main Street, Suite 7520
Hinesville, Georgia 31313

Phone: (912) 408-2030 Fax: (912) 408-2037

Visit our website for the most up-to-date information and downloadable documents at www.thelcpc.org and click on the HAMPO tab.

ARTICLE I

Name of the Committee

The name of the organization shall be the Hinesville Area Metropolitan Planning Organization – Citizens Advisory Committee, hereinafter referred to as the Committee.

ARTICLE II

Purpose

The Citizens' Advisory Committee (CAC) of the Hinesville Area Metropolitan Planning Organization shall advise the Policy Committee on matters of public opinion from individual citizens and citizen groups regarding planned changes to the Transportation Improvement Plan, Unified Planning Work Program and the Long Range Transportation Plan as well as study findings and recommendations.

ARTICLE III

Membership

Membership in the Committee is made up of eighteen (18) individuals representing nine (9) local governments, Fort Stewart, Savannah Technical College and Armstrong Atlantic State University, Hinesville Campus. Members will serve without compensation.

Voting Members:

- Town of Allenhurst (1 member)
- City of Flemington (1 member)
- Town of Gum Branch (1 member)
- City of Hinesville (4 members)
- City of Midway (1 member)
- City of Riceboro (1 member)
- City of Walthourville (2 members)
- Liberty County (3 members)
- Long County (1 member)
- Representative, Fort Stewart (1 member)
- Representative, Savannah Technical College (1 member)
- Representative, Armstrong Atlantic State University, Hinesville Campus (1 member)

Membership appointments will be for a term of two (2) calendar years. Unexpired vacancies may be filled as they arise from appointments by the Policy Committee.

Any member in a position that has not been filled for a new term will continue in that position until such position is filled by the Policy Committee.

The number of members shall be eighteen (18). The Policy Committee will strive to have representation from all the member communities of the Hinesville Area Metropolitan Planning Organization.

Unless excused by the Chairperson, any member of the CAC having two consecutive (2) absences from regular meetings during a calendar year shall be removed from the Committee. If a member is in violation of the Committee's attendance policy when he/she is eligible for reappointment, the Chairperson shall send a letter to the Policy Committee recommending that the individual not be reappointed due to a lack of participation. Members are expected to attend regularly.

ARTICLE IV

Organizational Duties

- 1) The Citizens' Advisory Committee ensures that citizen participation in the transportation planning process will be met, in accordance with the HAMPO Participation Plan. The CAC functions as a public information and involvement committee. The CAC will participate in the review of social, economic, and environmental considerations that are essential for developing a viable transportation study for the area. The CAC, through establishment of various task forces, subcommittees, and stakeholder groups, and regular committee meetings, should participate in the following:
 - a) Review each year the work of the transportation study including the HAMPO Unified Planning Work Program (UPWP), the Transportation Improvement Plan (TIP), as well as the Metropolitan Transportation Plan (MTP).
 - b) Make recommendations as appropriate to the Policy Committee and the Technical Coordinating Committee regarding amendments to the items identified in the preceding paragraph.
 - c) Assess public opinion relative to the transportation study's activities with recommendations to the Policy and Technical Coordinating committees.

ARTICLE V

Officers and Members Duties

- 1) The CAC shall select a Chairperson and Vice-Chairperson at the first meeting of the calendar year when a quorum is present by simple majority vote. The term of Chairperson and Vice-Chairperson shall be for the calendar year. The Chairperson and the Vice-Chairperson may serve up to a maximum of three calendar years.
- 2) The Chairperson shall arrange and conduct all meetings of the Committee, appoint subcommittees to function on the behalf of the Committee and represent the Committee on the HAMPO Policy Committee as a non-voting member. The Chairperson shall act as official spokesperson for the CAC; however, this shall not abridge any individuals' rights to freedom of speech on their own behalf. The Chairperson shall have such powers as may be reasonably construed as belonging to the chief of executive of any organization.
- 3) The Vice-Chairperson shall act as Chairperson to conduct any meetings of the Committee in the absence of the Chairperson. This officer shall act on behalf of the Chairperson when requested to do so by the Chairperson. In the event of the absence or inability of the Chairperson to exercise

his/her duties, the Vice-Chairperson shall become acting Chairperson with all the rights, privileges and powers of a duly elected Chairperson, until such time as the Chairperson is able to resume the duties. The Vice-Chairperson or their designate shall represent the Committee on the HAMPO Technical Coordinating Committee as an ex-officio, non-voting member.

- 4) In the event of a vacancy in the office a Chairperson before completion of a term, the Vice-Chairperson shall automatically become Chairperson. If, at any time, the office of Vice-Chairperson becomes vacant, a new Vice-Chairperson shall be elected by a majority of the membership at the first meeting at which there is a vacancy, provided that a quorum is present.

ARTICLE VI

Meetings

- 1) The CAC shall meet on the second Thursday of every odd numbered month, beginning at 5:30 PM at the location as directed by the Policy Committee.
- 2) Meeting notices shall be e-mailed seven calendar days prior to the meeting outlining the planned agenda. Should there be no business to come before the committee, the officers, by agreement with the members, may cancel the meeting.
- 3) No action of the CAC will become official unless a quorum is present. A quorum shall be 50% of the appointed membership. Vacant memberships shall not be counted towards the quorum.
- 4) A majority vote of the members present shall be required for approval of any action taken by the CAC.
- 5) Special meetings, including special public meetings of this organization, may be called at the discretion of the Chairperson when it is deemed to be in the best interest of the organization. Also one-third (1/3) of the voting members of the HAMPO CAC may petition the Chairperson to call special meetings. Notice of any such meeting shall state the reasons that the meeting has been called, the business to be transacted, by whom the meeting is called, and the time and place of the meeting. The business discussed will be limited to that specified in the notice unless there is unanimous consent of all members present at such meeting.
- 6) The meetings of the Committee shall be conducted in accordance with the rules adopted by the Committee.
- 7) The agenda of the meetings of the HAMPO CAC shall be set by the Chairperson. A member may petition the Chairperson to place an item on the agenda at least seven (7) days before the schedule date for such meeting. The order of business at all regular meetings shall be at the discretion of the Chairperson. The agenda will include a public participation period.
- 8) Meetings are open to the public. Comments by the public are welcome and will be solicited through notices placed in available public media. Public comment at meetings is subject to the committee's rules of order.

ARTICLE VII

Amendments to By-laws

- 1) These By-laws are adopted pursuant to Article III of the Policy Committee By-laws and may be amended by the Policy Committee on its own or pursuant to recommendation of the CAC. The CAC shall be informed of any proposed amendments to these by-laws at the regularly scheduled meeting of the CAC prior to final consideration by the Policy Committee.
- 2) Motions to recommend modification to or repeal these By-laws may be made at any regularly scheduled meeting but any action with regard to such motion may not be taken until the next or subsequent regularly scheduled meeting. All members of the Policy Committee must be notified as soon as possible regarding such motion.
- 3) An affirmative vote by a simple majority of the full voting membership of the Policy Committee is required to recommend modifications to or repeal these By-laws.
- 4) Notwithstanding Section 1, Article VII, a motion to poll all members concerning the alteration or repeal of these By-laws may be made at any regular or special meeting of the Policy Committee provided that the meeting is called in accordance with these By-laws.
- 5) To approve the process of polling all of the members of the Policy Committee, an affirmative vote cast by at least two-thirds of the members in attendance is required.
- 6) Within sixty (60) days of the approval to poll the membership, the Policy Chairperson will conduct the poll in writing by mail. The number of members responding to the poll must constitute a quorum. A super majority of the respondents must vote affirmatively to recommend modifications to or repeal these By-laws.

ARTICLE VIII

Meeting Remotely and Virtually

- 1) In the event of public health or other public emergencies, in-person committee meetings will be suspended, and be held virtually via an online platform accessible to the general public.
- 2) Committee members may participate in virtual meetings with simultaneous live audio/video.
- 3) Proxy members will be identified at the start of committee meetings in a verbal roll call.
- 4) A quorum consists of a simple majority of the committee's members, who can vote on action items virtually by a verbal yes or no.
 - e. Nay votes will be documented by HAMPO staff,
 - f. Committee members will announce themselves when making or seconding a motion.
- 5) If committee members lose connection, the chairperson may call a brief recess while attempts are made to reconnect with the committee member.

- 6) Committee members will be provided with meeting materials digitally, with the general public receiving access to these materials via the HAMPO website.
- 7) Virtual committee meeting web-links and telephone access numbers will be published on meeting agendas and made available to the public on the HAMPO website. This method allows the general public to participate in the meeting, with a standing agenda item to receive comments from the public.
- 8) Public comments can be issued during MPO meetings, posted online, or submitted via telephone, email or U.S. Mail.
- 9) Comments received from the general public via telephone, email, U.S. Mail, or posted online, will be shared with the committee by HAMPO staff.

Resolution of Adoption

RESOLUTION BY THE HINESVILLE AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE ADOPTING COMMITTEE BYLAWS AS AMENDED

WHEREAS, on February 14, 2007 the U.S. DOT published the final rules incorporating changes to the Code of Federal Regulations due to the passage of the legislation, Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU) and now Moving Ahead for Progress in the 21st Century (MAP-21), and these require that the Metropolitan Planning Organization, in cooperation with participants in the planning process and others, develop and update as necessary the *Policy, Technical Coordinating and Citizens Advisory Committee Bylaws*; and,

WHEREAS, the Hinesville Area Metropolitan Planning Organization is the Metropolitan Planning Organization for the Hinesville urbanized area; and,

WHEREAS, the urban transportation planning regulations require that the product of a planning process be certified as in compliance with all applicable requirements of the law and regulations; and,

WHEREAS, the staff of the Hinesville Area Metropolitan Planning Organization and the Georgia Department of Transportation have reviewed the organization and activities of the planning process and found them to be in compliance with the requirements of the law and regulation; and,

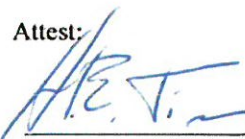
WHEREAS, the locally developed and adopted process for private sector participation has been followed in the development of the; and,

NOW, THEREFORE, BE IT RESOLVED that the Hinesville Area Metropolitan Planning Organization Policy Committee adopts the *Policy, Technical Coordinating and Citizens Advisory Committee Bylaws* as set forth in the documents attached to this Resolution;

BE IT FURTHER RESOLVED that the Hinesville Area Metropolitan Planning Organization Policy Committee finds that the requirements of applicable law and regulation regarding urban transportation planning have been met and authorizes the Executive Director of the Liberty Consolidated Planning Commission to execute a joint certification to this effect with the Georgia Department of Transportation, if necessary.

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Hinesville Area Metropolitan Planning Organization Policy Committee on December 13, 2012.

	
John D. McIver	H.E. "Sonny" Timmerman
Chair, HAMPO Policy Committee	Executive Director, Secretary
12-13-12	12/13/2012
(date)	(date)

Resolution of Amendment #1/2

RESOLUTION BY THE HINESVILLE AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE APPROVING AN AMENDMENT TO THE CITIZENS ADVISORY COMMITTEE BYLAWS

WHEREAS, the Hinesville Area Metropolitan Planning Organization (HAMPO) has been designated by the Governor of the State of Georgia as the metropolitan planning organization responsible for conducting transportation planning activities in the Hinesville urbanized area, which consists of urbanized Long County, Liberty County, Fort Stewart Military Reservation, the Town of Allenhurst, and the Cities of Flemington, Gum Branch, Hinesville, Midway, Riceboro and Walthourville; and

WHEREAS, the Federal Highway Administration and the Federal Transit Administration have reviewed the organization and activities of the planning process and certified them to be in conformance with the requirements of law and regulations; and

WHEREAS, the staff of the Hinesville Area Metropolitan Planning Organization and the Georgia Department of Transportation have reviewed the organization and activities of the planning process and found them to be in compliance with the requirements of the law and regulation; and,

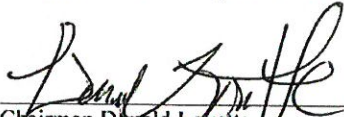
WHEREAS, the locally developed and adopted process for private sector participation has been followed in the development of the *Citizens Advisory Committee Bylaws*; and

NOW, THEREFORE BE IT RESOLVED that the Hinesville Area Metropolitan Planning Organization Policy Committee approves this amendment to the *Citizens Advisory Committee Bylaws* as set forth in the documents attached to this Resolution;

BE IT FURTHER RESOLVED that the Hinesville Area Metropolitan Planning Organization Policy Committee finds that the requirements of applicable law and regulation regarding urban transportation planning have been met and authorizes the Executive Director of the Liberty Consolidated Planning Commission to execute a joint certification to this effect with the Georgia Department of Transportation, if necessary.

CERTIFICATION

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Hinesville Area Metropolitan Planning Organization Policy Committee on February 11, 2021.


Chairman Donald Lovette
Chair, HAMPO Policy Committee

3/18/2021
Date

ATTEST:


Jeff Rickelson, AICP
Executive Director, LCPC/HAMPO

3/19/2021
Date



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Teacher of the Year Recognition
Prepared by: Lia Jones
Presented by: Kenneth Howard

PURPOSE: To Present for Mayor and Council Consideration, Recognize Dr. Kenyatta Gilmore, Principal, and Tiffany Leon-Peterson, Teacher as Principal and Teacher of the Year.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Recognition

ATTACHMENTS:

1. Teacher of the Year Award

PREVIOUS COUNCIL DISCUSSION:

Congratulations

Liberty County Teacher of the Year Award

Dr. Kenyatta Gilmore, Principal
Tiffany Leon-Peterson, Teacher





City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Employee Recognition
Prepared by: Lia Jones
Presented by: Kenneth Howard

PURPOSE: Special thanks to our public works employees with ESG who are invaluable all the time, and most especially around the holidays when they get the City all decked out for Christmas!

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. 2022 Holiday Certificates

PREVIOUS COUNCIL DISCUSSION:

Hinesville for the Holidays Volunteers



Hinesville for the Holidays Volunteers



Certificate of Participation



This Is To Certify That

Brian Wolfe

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Calvin Turner

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Carl Richardson

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Christy Deloach

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Cornelius King

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Donnie Taylor

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Kenneth Howard, City Manager

Certificate of Participation



This Is To Certify That

Freddie Ferguson

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Kenneth Howard, City Manager

Certificate of Participation



This Is To Certify That

George Allen

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

James Bryant

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Joey Simmons

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Kenneth Howard, City Manager

Certificate of Participation



This Is To Certify That

Jonathan Neil

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Karyn Odom

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Kim Ryon

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Larry Roberts

Has Participated In the 2022

Hinesville for the Holidays Ceremony

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Leah Poole

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Marques Bacon

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Marta Cuevas

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Maurice Waters

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Michael Lovett

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Michelle Ricketson

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Oley Davis

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Ozzie Deloach

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Ray Stevens

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Certificate of Participation



This Is To Certify That

Rodney Plunkett

Has Participated In the 2022

Hinesville for the Holidays

On Thursday, December 1, 2022

At

Bradwell Park

Kenneth Howard, City Manager



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: EV Make Ready Infrastructure Program
Prepared by: Lia Jones
Presented by: Kenneth Howard

PURPOSE: Georgia Public Service Commission Authorized Georgia Power to Implement an Electrification of Transportation Initiative in Order to Study the Impacts of Electric Transportation on the Electric Grid and Evaluate Associated Costs to assist Customers in their Transition to Electric Transportation.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. EV Make Ready Program Overview Hinesville

PREVIOUS COUNCIL DISCUSSION:

Georgia Power

EV Make Ready Infrastructure Program

Key Account Manager – Tomaso Giannelli
Area Manager – Randy Mayfield

2019 Rate Case Overview

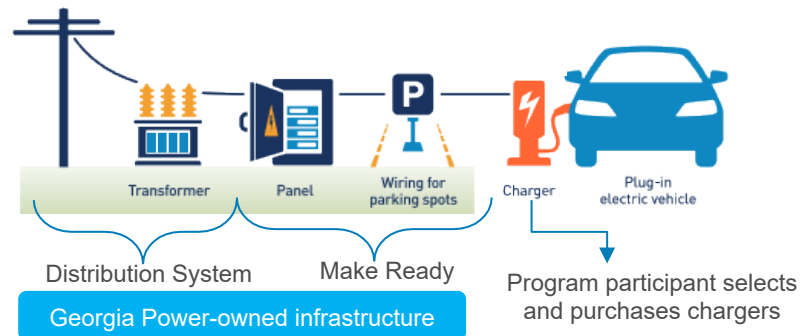
The Georgia Public Service Commission has authorized Georgia Power to implement an Electrification of Transportation Initiative in order to study the impacts of electric transportation on the electric grid and evaluate associated costs to assist customers in their transition to electric transportation.

\$18 Million for Make Ready

Eligible customers include **public and private** entities

GPC owns, operates and maintains all infrastructure up to the charger

- **Make Ready Includes** conduit, wiring, panels, switch gear and other associated infrastructure on customer side of meter.
- **Does not include** : Chargers, Bollards, Painting, etc..



\$6 Million for Community Charging

GPC owns & operates all aspects of the charging station (including the charger)

- Georgia Power **owns and operates** the chargers
- Flexibility around exact annual spend
- Some flexibility in mix of charger type
- Expecting to add 30-35 more chargers





Level 1

110V

~4 miles per hour charge
1.3kW



J1772 plug

Level 2

208V

~24 miles per hour charge
6.6kW / 7.7kW



J1772 plug

Fast Charging

480V

Fully charge in 5-60min
50kW, 150kW, 350kW



Combo (CCS) plug



CHAdeMO plug

Non-Networked

“Dummy Charger”

No User Account

Plug and Charge

Free Amenity

No Reporting / Utilization Data

Low Cost – High Reliability

Recommended Use: Workplace

Networked

“Smart Charger”

User Account Required

Ability to set Pricing Policy

Generate Reports

Communicate via cellular modem or WiFi

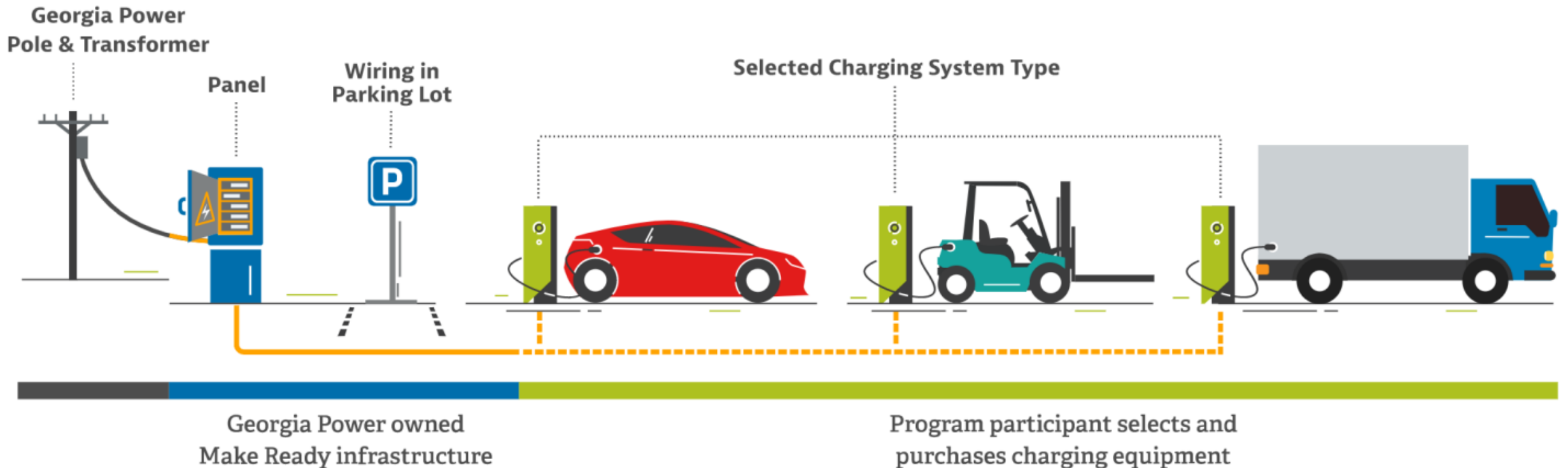
24/7 Tech Support

Recommended Use: Public Facing



Georgia Power Electric Transportation Make-Ready Program

**Georgia Power provides all infrastructure leading up to, but not including, the charger.
Application open to all commercial, municipal and industrial customers**



- **Includes** conduit, wiring and associated infrastructure on utility side of meter (from transformer on pole to host site) and customer side
- **Does not include** charging equipment
- All customers eligible (except single-family homes)
- All technologies eligible (on-road, off-road)

Make Ready Program Process

\$18M total towards Make-Ready Infrastructure



How the Process Works

- Customer Application
- GPC Assessment
- Site Evaluation & Project Design
- Confirm Participation & Project Approval
- Easement Signed
- Pre-Construction Meeting
- Construction of Project
- Data Capture & Analysis



What Does the Program Include?



Provided by Georgia Power:

- Complimentary Site Evaluation
- Determine how to serve site with proper power / electrical review. Can we use existing onsite capacity to serve the charging equipment?
- Site design and determine scope of work & installation location
- Full construction and installation of necessary infrastructure before and after the meter to support the # of EV chargers
- Size panels appropriately to accommodate future expansion This includes, meters, panels, step down transformers, conduits, wire, trenching, boring, as well as any other necessary site work
- Recommend best charging station to fit customer needs
- Coordinate Installation and pay electrician directly for Make Ready infrastructure

Customer Responsibility

- Fill out online application for qualification
- Customer supplies charging stations w/in 30 days of GPC infrastructure installation
- Customer responsible for operation & maintenance of chargers
- Customer pays for the power
- Customer responsible for parking space striping, logo, signage, etc.



Electrification Value Proposition



Make Ready Program Participants

- **Value and Affordability:** Program removes significant financial hurdle to electrification
- **Walk the Talk:** Customers, tenants, and employees are requesting solutions that improve air quality and lower CO2 emissions. Drive sustainability
- **Important Amenity:** More than 100 new EV models in the next 5 years. Be a leader in innovation by being ready to meet needs

Fleet Electrification

- **Cost Savings:** Customers experience a compelling reduction in fuel costs and drastically reduced maintenance costs
- **Increased Efficiencies:** Reduced down time, labor cost savings and increased worker satisfaction

EV Drivers

- **Cost Savings:** Owners experience a significant fuel and maintenance savings and can take advantage of vehicle incentives & tax credits.
- **Time Savings:** Free HOV/Hot Lanes access, upfront parking and convenient home and workplace charging
- **Increased Range:** Significant advancements in vehicle range reducing anxiety

Questions?



EV Charging
ELECTRIC POWER, PROVEN.



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022

Agenda Item: GEFA Loan Application for Wastewater System Improvements

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: GEFA Loan Application for Wastewater System Improvements to include

- Expansion of the Water Reclamation Facility (WRF) from 2.0 MGD to 4.0 MGD.
- Expansion of Stonehenge Wastewater Pumping Station to accommodate growth in the Airport Road area of the City and provide future capacity for planned expansion.
- Reroute Stonehenge Pump Station wastewater from the Hinesville/Ft Stewart Plant to WRF once it is expanded and expand wastewater transportation capacity to HPS.
- Provide reuse water pressure main to the Oakcrest area and remove the temporary pumping station.
- Provide parallel relief sewer from Norman Street to Sandy Run Drive.

BACKGROUND:

- In 2019 the City prepared an Impact Study and facility evaluation of the water and wastewater systems that

PREVIOUS COUNCIL DISCUSSION:



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022

Agenda Item: Planned Traffic Calming
Installation Review

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: Traffic Calming request has resulted in a new list of improvements for traffic calming to be incorporated in the 2022/2023 LMIG Project bid.

BACKGROUND:

- The City established a traffic calming procedure for evaluation of traffic calming (speed hump) requests.
- Each request is enrolled in the system managed by the Assistant City Manager.
- Input is provided by the Police Dept, City Engineer, City Manager and the neighborhood contact
- Public Input is gained and the Council members where the installation is planned prior to proceeding with the installation
- The new requested devices have resulted in 14 new speed humors plus some road improvements.
- Estimated cost of the new installation is \$80,000.

FUNDING: Speed hump installations are funded through TSPLOST.

RECOMMENDATION: Approval of the installations outlined in the proposal to be included in the upcoming LMIG Bid.

ATTACHMENTS:

1. Azalea St
2. Meloney
3. N Maple
4. Oak & Elm
5. Pineridge
6. Zechman and Caswell
7. Traffic calming no action list
8. Bacon, Mahoney McDowell Eunice

PREVIOUS COUNCIL DISCUSSION:

Azalea Street

Speed Hump

Legend

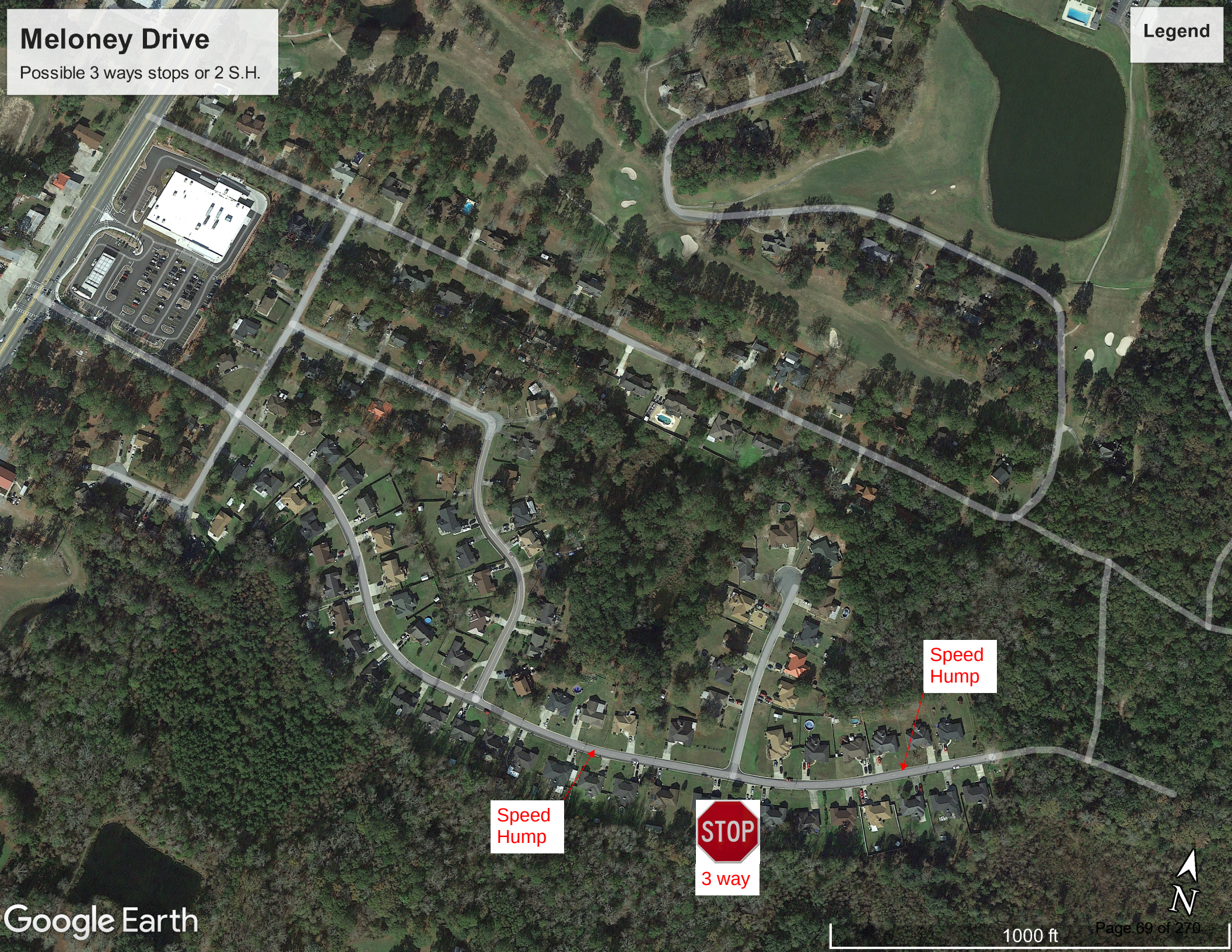
Speed
Hump



Meloney Drive

Possible 3 ways stops or 2 S.H.

Legend



Speed Hump

Speed Hump



N. Maple

Stop Signs & SH

Legend

Speed
Hump

STOP
3 way



Oak & Elm

Possible 3 ways stops 3 S.H.

Legend



4 way



3 way

Speed
Hump

Speed
Hump

Speed
Hump



Pineridge Way

4 way Stop

Legend



Flo Zechman & Caswell

Possible 3 ways stops S.H.

Legend



Speed
Hump?
855'





Further Traffic Calming Request

Traffic calming installations were also requested at the flowing locations. After review of these areas no action is recommended.

1. Ali Avenue: this streets is very short and already has 90° turns to slow traffic.
2. Cherokee Circle: this street is a loop road with short distances between the 90° turns.
3. Independence Place: Private road
4. Terrel Drive: This is a short road with a traffic circle already incorporated.

Bacon, McDowell, Mahoney

Stop Signs & SH

Legend

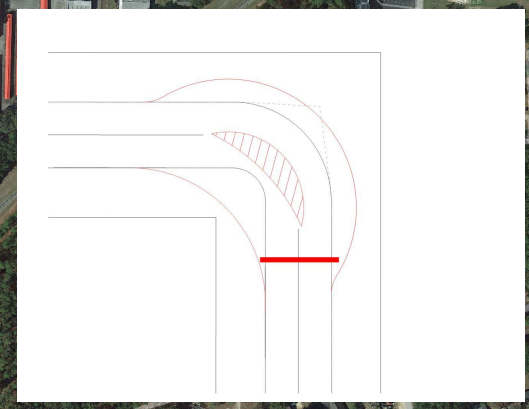
Widen curve
speed hump

Speed
Hump

Speed
Hump

STOP
3 way

STOP
4 way





City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022

Agenda Item: YR 2022/2023 LMIG List Approval

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: Approval of the street list and order of the projects to be included in the upcoming LMIG Bid

BACKGROUND:

- Each year we evaluate the streets in the City based on GDOT rating sheet and input from the community.
- Attached is the roadway list in order of rated condition by the engineer.
- Any street not included that the Mayor and Council wish to be included should be added.
- The order should be reviewed and input gained to confirm the order of priority.
- Priority may be considered again after the bids as part of the budgeting process.

FUNDING: All funds for the project will be from LMIG and the City match.

2022 LMIG GDOT Grant	City 30% match	\$447,698.63
\$344,383.56	\$103,315.07	

2023 LMIG GDOT Grant	City 30% match	\$457,472.96
\$351,902.28	\$105,570.68	

Total	\$905,171.59 (City obligated additional funds)
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RECOMMENDATION: Provide input for priority adjustment, add any additional streets and approve list for bidding

ATTACHMENTS:

1. 2022-167 2022.2023 LMIG Street List updated

PREVIOUS COUNCIL DISCUSSION:

2021-2023 City of Hinesville

LMIG RESURFACING REQUEST LIST					
Street	From	To	Length	Cost	Running total per year
S. Main St	Ralph Quarterman	Darsey	5625	\$46,890.00	\$46,890.00 *
Yellow Pine	Arlington Dr	Elm Street	980	\$36,158.00	\$83,048.00 *
Kuwe Trl	Cherokee Trl	Topi Trl	2,790	\$98,748.00	\$181,796.00
Inwood Drive	Veterans Pkwy	Timber Ridge Way	1240	\$44,150.00	\$225,946.00
Jane Lane	Copeland Dr	End	272	\$10,223.00	\$236,169.00
Margaret Lane	Copeland Dr	End	350	\$12,770.00	\$248,939.00
Krebs Lane	Copeland Dr	End	265	\$11,381.00	\$260,320.00
Pipkin Road Spot Repairs	EG Miles Pkwy	to End		\$25,258.00	\$285,578.00 *
Spruce Street	N. Maple Drive	S. Maple Drive	755	\$23,180.00	\$308,758.00
MLK jr Drive	Hwy 84	Welborn		\$94,733.00	\$403,491.00
		LMIG Budget			
Courtland Drive	Hwy 84	End	3075	\$152,205.72	\$152,205.72
Futch St	S. Main	Hwy 84	410	\$14,122.22	\$166,327.94
Deerwood Dr	Glenn Bryant Rd	Cul de sac	1,800	\$114,180.00	\$280,507.94
Deerwood Pass	Glenn Bryant Rd	Deerwood Dr	275	\$31,199.44	\$311,707.39
Robin Hood Dr	Veterans Pkwy	end old overlay	1,300	\$26,709.44	\$338,416.83
Glenn Bryant Rd	Main St	Railroad	2,620	\$100,695.33	\$439,112.17
Barry McCaffery (50%)	Airport Rd	Kelly	3091	\$63,093.38	\$502,205.54 *
		LMIG Budget			
Barry McCaffery (50%)	Airport Rd	Kelly	3091	\$63,094.00	\$63,094.00
Barley Drive	Lyndsi Lane	Elam Rd	1,350	\$51,885.00	\$114,979.00
Willowbrook Dr. (spot repair)	EG Miles Pkwy	Pacific Place	1450	\$83,878.89	\$198,857.89
Scott Street	Trevor St	Elm Street	1160	\$37,364.89	\$236,222.78
Smiley St (spot repair)	Deal Street	End		\$5,332.50	\$241,555.28
Tanglewood Dr	Joseph Martin	Sagewood Dr	930	\$36,161.17	\$277,716.44
Sagewood Dr	Cul de sac	The Arbors	1,895	\$64,344.53	\$342,060.97
Rose Lane	Azalea St.	Dead end	655	\$10,661.94	\$352,722.92
Ricade	Debbie	Dead end	736	\$20,980.44	\$373,703.36
Keith	Debbie	Dead end	471	\$16,666.83	\$390,370.19
Cinder Hill Lane	Gray Fox	Cul de sac	776	\$22,661.91	\$413,032.11
Liberty Oak Lane	Sandy run	Cul de sac	950	\$31,636.39	\$444,668.49
Sandy Run	Liberty Oak Lane	Jena Ct	3,030	\$75,844.83	\$520,513.33
Oakview St.	Olive St	Pineview Ct	313	\$10,497.67	\$531,011.00
Bacon Road	Mahoney	Euunice	3,300	\$16,126.00	\$547,137.00
		LMIG Budget			
	Total Mileage		7.89		



\$377,626.48 \$25,864.52 over

\$414,121.00 \$88,084.54 over

\$457,472.00 \$89,665.00 over
\$203,614.06 Total Over



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Krebs Park Electrical Bid
Prepared by: Paul Simonton
Presented by: Paul Simonton

PURPOSE: To install electrical service for power to the basketball and tennis/pickle ball court lighting and Ga Power trail lighting

BACKGROUND:

- Phase one of the construction of Krebs Park began last summer and included all site work and conversion of existing tennis courts.
- Lighting for the courts was provided by Musco Lighting and includes a 25 year maintenance responsibility
- Lighting for the trail and site is provided by Georgia Power and is maintained by Ga Power.
- Site work is near complete and electrical services is required to energize the lighting so the remaining landscaping and parking lot paving can be completed.
- Proposals for the electrical site work were solicited from Dees Electric (Hinesville), Amp Logic (Hinesville) and Robinet Electrical (Richmond Hill)
- Proposals were received from Dees Electric \$57,204.51 and Amp Logic \$104,010.00
- Dees electric also submitted an alternate layout/design which was approved by the electrical engineer for \$36,787.92.

FUNDING: SPLOST

RECOMMENDATION: Award Electrical installation to Dees Electric for \$36,787.92

ATTACHMENTS:

1. 2020-97 Bid items & Updated Cost
2. southside park engineer letter

PREVIOUS COUNCIL DISCUSSION:

Krebs Park Electrical
For
The City of Hinesville
Bid Items
SE #2020-97

Contractor		Bid Amount	
		Option 1	Option 2
Dee's Electric		\$57,204.51	\$36,787.92
Amp Logic		\$104,010	No Bid
Robinette Elec		No Bid	No Bid

Option 1 = One panel along with the Musco Controller at the site of the proposed bathroom and everything fed from one panel.

Option 2 = One panel and the Musco Controller at the corner of the tennis courts feeding all except the bathroom and a second smaller panel at the bathroom for that requirement.

From: Steven Bunker
Sent: Wednesday, October 19, 2022 12:44 PM
To: Deeselectrical12@gmail.com
Subject: Southside Park Change

Jeff,

I've worked up numbers for the two options. Note: I'm keeping voltage drop at each panelboard to ~2%, each load <5%, and allowing for the full ampacity of the circuit at 0.9 pf.

Option 1

Have only one panel at the athletic fields. It and the Musco controller will be installed on the bathroom. That panel will be fed with 350kcmil. The rest of the design is the same, except pole T3 branch circuit will increase to 10 AWG; it can share a conduit with pole T2 circuit.

Option 2

Install one 100A panel at pole T2 location. Feed it with 250 kcmil. Build an electrical rack for it and the Musco controller.

Install one 40A (100A panel on a 40A breaker) panel at the bathroom. Feed it from the panel at T2 with 4/0 AWG. Specs require this to be a panelboard; not a loadcenter, unless you get approval from the Owner.

In addition to the bathroom feeder panel, take 3 conduits from the T2 panel around the tennis courts: one for the pushbuttons, one for Poles T1 and T4, and one for BA1 and BA2. Those will all be 12 AWG except BA2 will need to be 10 AWG.

Which of those two options is less expensive? Give me a call if you'd like to discuss.

Thanks,

Steven Bunker, PE
Principal and Co-Founder
Axia Consulting Group
706-389-0868
[LinkedIn](#)



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022

Agenda Item: Peachtree Recovery Services Agreement Renewal #2022-12

Prepared by: Ryan Arnold

Presented by: Ryan Arnold

PURPOSE: Approval of Peachtree Recovery Services Renewal Agreement.

BACKGROUND: Peachtree Recovery Services (PRS) has negotiated a participant agreement with the Georgia Municipal Association (GMA) to provide GMA members a discounted rate on subrogated property loss claims from vehicle accidents. By entering into a participant agreement contract with PRS the City of Hinesville will have all traffic reports and claim information from GDOT audited by PRS to ensure damage claims have been remitted to the City.

There is no cost to the City; PRS retains 19% of all claim amounts recovered after deduction. This is an increase from the 16.5% in the 2019 Contract.

PRS currently serves clients in Georgia, Alabama, North Carolina and Indiana. Georgia clients include Kingsland, Washington, Marietta, Valdosta, Newnan, Calhoun, Columbus, Atlanta, Chatham County, and Coweta County.

The Participant Agreement Contract has been reviewed by the City Attorney and found to be legally sufficient.

The initial 3-year agreement was approved on April 4, 2019 and executed on May 2, 2019.

FUNDING: Not Applicable

RECOMMENDATION: Approval of the Peachtree Recovery Services Renewal Agreement.

ATTACHMENTS:

1. Peachtree Recovery Services Monthly Report
2. Peachtree Recovery Services Agreement

PREVIOUS COUNCIL DISCUSSION:

Monthly Report for The City of Hinesville, GA

December 2022

Amount Due to Client by mid-month
\$0.00

Current Year: **2022**

Previous Year: **2021**

Payments Issued to Client		
Year Beginning		2022
2022	January	\$477.36
	February	\$1,320.51
	March	\$0.00
	April	\$1,758.06
	May	\$0.00
	June	\$477.36
	July	\$2,327.98
	August	\$2,551.59
	September	\$0.00
	October	\$0.00
	November	\$0.00
	December	\$0.00
YTD Total:		\$8,912.86
Total Payments Previously Issued		
Year Ending		
2020:		\$7,117.59
2021:		\$14,113.31
2022:		\$8,912.86

Contract Statistics	
Average number of days to recover from date request for payment sent (days):	54.74
Average percent recovered based on amount requested:	99.33%
Total potential claims identified since contract start date:	87
Total claims closed – payment received:	38
Total claims closed – payment not received:	34
Average claim value (based on amount requested from insurance companies or vehicle owner):	\$1,761.69
Total amount of damage requested:	\$82,799.20
Total amount of damage recovered:	\$67,068.64

Thank you for your continued support!

If you have any comments, questions or concerns with this report, please contact:

Todd Rhoad, VP Business Development

todd.rhoad@peachtreers.com

(m) 678-230-7594



www.peachtreers.com

Property Damage Recovery Service Agreement

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [22-1020]

This Agreement for Property Damage (Third Party Responsible) Recovery Services (“Agreement”) is made and entered into by and between Peachtree Recovery Services, Inc., (“Product or Service Provider” or “PRS”) and the City of Hinesville (“CLIENT”) and is effective on the date signed by both of them (the “Effective Date”).

RECITALS

WHEREAS, CLIENT is a municipal government or consolidated municipal/county government of the State of Georgia; and

WHEREAS, CLIENT is eligible to purchase the Services described below (“Services”) in accordance with the terms of this Agreement, and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS’s industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3, and A.4** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a “Party” and collectively the “Parties”) agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

- a. **PRS shall retain nineteen per cent (19%)** of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-one percent (81%) for each claim to CLIENT.
- b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.

- c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in “Notices” below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact’s information.
- d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT’s property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with O.C.G.A. § Section 50-18-72(a)(34). The parties will follow the provisions of the O.C.G.A. § 50-18-72(a)(34) with respect to any requests under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for three years unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be renewed automatically under the updated terms and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the three-year term, unless otherwise terminated in accordance with the Termination

provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

5. Indemnification

To the extent permitted by Georgia law, CLIENT shall indemnify, defend, and hold harmless PRS and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from CLIENT's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

PRS shall indemnify, defend, and hold harmless CLIENT and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from PRS's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

6. Insurance

PRS shall maintain, throughout the term of this Agreement, at its own expense comprehensive general liability insurance that includes contractual liability, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and professional liability (errors & omissions) insurance with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Said insurance policies shall cover all activities performed by PRS, its agents, officers, and employees under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT.

During the term of this Agreement, PRS shall fully comply with worker compensation laws. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies insuring against any liability PRS may have for worker's compensation if such a policy is required by law.

7. Federal Work Authorization Affidavit

PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with O.C.G.A. Section 13-10-91, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt

or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

Ryan Arnold, Assistant City Manger
115 E. MLK Jr. Drive
Hinesville, GA 31313
rarnold@cityofhinesville.org
912-368-4647

PRS:

Peachtree Recovery Services, Inc.
Todd Rhoad
CFO
7778 McGinnis Ferry Road #306
Suwanee, GA 30024
(678) 230-7594
todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT.

Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.

Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination by PRS.

PRS may terminate this Agreement for any reason with one hundred twenty (120) days prior written notice to CLIENT.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

- a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.
- c. Dispute Resolution.
 - i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.
 - ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.
- d. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in

part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.

- f. Records Maintenance, Retention and Audits. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

- g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.
- h. Assignment of Agreement. PRS may not assign this Agreement.
- i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.
- l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.
- m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

City of Hinesville (CLIENT)

Peachtree Recovery Services, Inc. (PRS)

By: _____

By: _____

Name: Allen Brown

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

I, _____, a Notary Public of _____ County of the State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of this Agreement on behalf of said Contractor.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2022.

My commission expires: _____ (SEAL)

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.
2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.
3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The City of Hinesville ("CLIENT") is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.
4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. PRS will monitor all statutes of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.
6. Recovery of claims less than three thousand dollars (\$3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as “further efforts not warranted,” provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT’s roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off road equipment except totaled vehicles and equipment

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of City Manager and City Attorney, as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
 - a. Payment process for non-insured motorists
 - b. Legal actions against responsible parties
 - c. Court Appearances

D. Documentation

PRS shall prepare the following:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars (\$500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of \$4,500.00, which includes a base recovery claim of \$4,000.00 plus a Charged Administrative Fee of \$500.00, and the responsible third party pays the entire \$4,500.00, then the \$500.00 is a Paid Administrative

Fee. PRS will deduct the \$500.00 from the amount recovered and use \$4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only \$4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered (\$4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

- a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are “PRS Charged Expenses.”
- b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages “on top” of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of \$50.00 when preparing a \$4,000.00 claim, PRS will request \$4,050.00 from the responsible third party, with \$50.00 being the PRS Charged Expense. If the responsible third party pays \$4,050.00, the \$50.00 is a Reimbursed Expense. PRS will keep the \$50.00 and use \$4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only \$4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.
- c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys’ fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT’s Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT’s Litigation Costs and CLIENT’s portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT’s Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars (\$100) that are not covered under the CLIENT's insurance policy to PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars (\$100).
2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.
2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.
3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.
4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes Property Damage losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

Sample Monthly Report

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Exhibit A.3

SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the [Name of CLIENT], affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Service Provider:	Project:
Peachtree Recovery Services, Inc.	Property Damage (Third Party Responsible) Recovery Services

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____ (city), _____ (state).

BY: Service Provider Authorized Officer or Agent Date

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20 __, in _____ (city), _____
(state).

BY: Subcontractor Authorized Officer or Agent Date

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20 _____

Notary Public
My Commission Expires



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022

Agenda Item: Liberty Transit Safety Plan
Resolution #2022-21

Prepared by: Ryan Arnold

Presented by: Ryan Arnold

PURPOSE: Request approval of Resolution #2922-21 revising the Liberty Transit Safety Plan.

BACKGROUND: On July 19, 2018, the FTA promulgated its final rule 49 C.F.R. Part 673 - Public Transportation Agency Safety Plan (PTASP) which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on Safety Management Systems (SMS) principles and methods. Local Agency were given until July 2020 to adopt an FTA compliant Public Transportation Agency Safety Plan.

- On November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act. Within that act are provisions for strengthening the State Safety Oversight programs. Subsequent regulations required additional provisions be required with local agency safety Plan
- On November 21, 2022, The Liberty Transit Steering Committee reviewed and approved the changes listed in the attached 2022 PTSAP.

FUNDING: N/A

RECOMMENDATION: Approval of Resolution #2022-21.

ATTACHMENTS:

1. Liberty Transit Safety Plan_Draft 1
2. Liberty Transit Safety Plan_Final
3. Resolution #2022-21 Liberty Transit Safety Plan

PREVIOUS COUNCIL DISCUSSION:

LIBERTY TRANSIT

SAFETY PLAN

~~JULY 2020~~ DECEMBER 2022



~~5/26/2020~~ 12/15/2022 FINAL DRAFT

AUTHORIZATIONS

Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation Act (FAST) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of transit bus systems throughout the United States. On July 19, 2018, the FTA promulgated its final rule 49 C.F.R. Part 673 - Public Transportation Agency Safety Plan (PTASP) which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on Safety Management Systems (SMS) principles and methods.

Liberty Transit establishes this Safety Plan as our agency's commitment to system safety and the principles of SMS. The objectives of our plan are to:

- Increase the safety of our transit system by proactively identifying, assessing and controlling risks;
- Continually improve safety performance;
- Improve the commitment of transit leadership to safety; and
- Foster a culture of safety awareness and responsiveness.

Liberty Transit is committed to implementing a systematic and comprehensive safety program. Leadership will visibly demonstrate its commitment to safety by monitoring hazards, enforcing and supporting safety programs, and promoting an open and transparent environment to discuss and address safety issues.

This Safety Plan was developed by the Georgia Department of Transportation (GDOT), and Liberty Transit has adopted it to comply with FTA Part 673 requirements. Our Board of Commissioners, the City Manager, and Mobility Manager have reviewed and approved this Safety Plan and assure that its contents establish a comprehensive SMS framework and meet the requirements of Part 673.

This Safety Plan will be distributed to all transit employees and will be reviewed and updated annually.

APPROVED BY	DATE
ACCOUNTABLE EXECUTIVE, KENNETH HOWARD, CITY MANAGER, CITY OF HINESVILLE	

REVISION RECORD				
REVISION #	REVIEW DATE	REVIEWER	REVISION DATE	APPROVED BY
1	_/_/2 1 <u>2</u>			
2	_/_/2 2 <u>3</u>			
3	_/_/2 3 <u>4</u>			
4	_/_/2 4 <u>5</u>			

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DEFINITIONS

Accident: An event that involves any of the following – loss of life; a report of a serious injury to a person; a collision of a public transit vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause.

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the Agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the Agency's Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.

Chief Safety Officer: Means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Event: Means any accident, incident, or occurrence.

Hazard: A condition that has the potential to cause injury, illness, death, or property damage.

Fatality: A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes; a death due to, Collision (including suicides), Fire, Hazardous material spill, Acts of God, System or personal security event (including suicides), and Other safety events.

Hazard Likelihood: Probability of a hazard consequence to occur.

Hazard Severity: The effect/damaging result of a hazards consequence.

Incident: An event that involves any of the following – a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Injury: Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event. Agencies must report each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

Occurrence: An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Performance target: A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration.

Reportable: An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle, excluding occupational safety events occurring in administrative buildings.

Risk: An assessed probability and severity calculation to classify the overall potential consequences of a hazard.

Safety Assurance: A list of defined safety performance indicators for reach priority risk and associated targets the Agency will use to determine if it is achieving the specified safety goals.

Safety Events: Include but are not limited to slips, trips, falls, smoke, power failure, maintenance-related issues, or electric shock. To be reported as a major event, these events must **either** meet the fatality, evacuation, or property damage threshold **or** result in two or more injured persons. Other Safety Events that cause only one person to be immediately transported from the scene for medical attention, and that do not trigger any other reporting threshold, are reported on the Non-Major Monthly Summary Report form. The FTA includes Other Safety Events that occur in a transit maintenance facility and meet a reporting threshold but continues to exclude occupational safety events occurring in administrative buildings.

Safety Performance Target: A performance target related to safety management activities.

Serious injury: Any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second or third degree burns, or any burns affecting more than 5 percent of the body surface.

Acronyms:

ADA	Americans with Disabilities Act
CAP	Corrective Action Plan
CEO	Chief Executive Officer
CSO	Chief Safety Officer
FAST	Fixing America's Surface Transportation Act
FTA	Federal Transit Administration
FY	Fiscal Year
GDOT	Georgia Department of Transportation
HAMPO	Hinesville Area Metropolitan Planning Organization
HR	Human Resources
KPI	Key Performance Indicator
MAP-21	Moving Ahead for Progress in the 21 st Century
MILSTD	Military Standard
MPO	Metropolitan Planning Organization
NPTSP	National Public Transportation Safety Plan
NTD	National Transit Database
NTSB	National Transportation Safety Board
ODP	Operator Development Program
PHA	Preliminary Hazard Assessment
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SMS	Safety Management System
TAM	Transit Asset Management
TPO	Third Party Operator
UPT	Unlinked Passenger Trips
VRM	Vehicle Revenue Miles

1. Transit Agency Information

Liberty Transit is a fixed route public transit system that operates within the City of Hinesville, City of Flemington, City of Walthourville, and Fort Stewart Military Installation, home of the 3rd Infantry Division. The service area is approximately 20 square miles with an estimated population of 31,932 (according to the 2018 Transit Development Plan). The Liberty Transit System is governed by the Transit Steering Committee, which is comprised of the Mayor of Hinesville, Mayor of Flemington, Liberty County Board of Commissioners Chairman, Mayor of Walthourville, and an ex-officio Fort Stewart representative. The agency operates a fleet of 9 buses each equipped with ADA complaint wheelchair lifts and tie downs as well as bicycle racks for multimodal passengers.

While Liberty Transit has begun as a fixed route transit system, the long-term goal is to become a countywide system and ultimately part of a regional solution to transportation needs. In order to accomplish these long-term goals, the staff at Liberty Consolidated Planning Commission is working across the region with transit partners to develop a plan to make these goals a reality.

Transit Agency Name	Liberty Transit		
Transit Agency Address	115 East Main Street, Hinesville GA 31313		
Accountable Executive (Name and Title)	Kenneth Howard, City Manager		
Chief Safety Officer (Name and Title)	Theodis Jackson <u>Karen Randolph</u> , Mobility Manager		
Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)	Fixed Route & ADA Paratransit	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307
Vehicles Operated in Maximum Service, by Mode	Fixed Route 3	ADA Paratransit 1	Other(describe mode) 1 (capacity for extraordinary service route)
Mode(s) of Service Contracted Out to Third Party Operators (TPOs)	Liberty Transit's whole operations are contracted out to a third party (currently Transdev <u>First Group</u>). Our governing local government entity pays for the fuel, provides the facilities, and administers the grants.		

Name of Third Party Operator (if applicable) and contact person	<u>First Group</u> Transdev		
Does the agency provide transit services on behalf of another transit agency or entity?	Yes	No X	Description of Arrangement(s) The City of Hinesville serves as the grantee for the 5307 program which funds Liberty Transit. Liberty Transit serves the Cities of Hinesville, Flemington, Walthourville and Fort Stewart.
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	City of Flemington, 156 Old Sunbury Rd. Flemington GA. 31313 City of Walthourville, 222 Busbee Rd, Walthourville GA 31333 Ft. Stewart. 954 William H. Wilson Ave. Bldg 624, Suite 131 Fort Stewart, Georgia 31314		
Are any transit employees represented by a Labor Union? If so please describe.	No		
No. of Fixed Bus Routes:	3		
Annual Vehicle Revenue Miles (VRM)	Fixed Route Bus VRM		Demand Response/Paratransit VRM
	87,617 <u>114,071</u>		n/a still in first year <u>18,708</u>
Annual Unlinked Passenger Trips (UPT)	Fixed Route Bus UPT		Demand Response/Paratransit UPT
	49,912 <u>412,232</u>		n/a still in first year <u>4,024</u>

HINESVILLE
GEORGIA

LIBERTY TRANSIT

CITY OF FLEMINGTON
EST. 1911

Liberty TRANSIT
Freedom by choice

Last Updated: 10/15/201

Route 1
Route 1 Limited Service YMCA x8 Walthourville x3
Route 2
Route 3
Timed Stops
Bus Stops (Arrow marks roadside)

Fort Stewart Gates
Hospitals
Roads
Railroads
Paratransit Area
Parks
City of Hinesville
Liberty Transit Participating Cities
Other Cities
Fort Stewart
County Boundaries

0 1 2 Miles

Schools

1 Georgia Southern University	6 Lewis Frasier Middle	10 Lyman Hall Elementary
2 Bradwell Institute	7 Liberty County Career Academy	11 Snelson-Golden Middle
3 Burt Gwinnett Elementary	8 Liberty County Performing Arts Center	12 Taylors Creek Elementary
4 Frank Long Elementary	9 Liberty Pre-K	13 Waldo Pafford Elementary
5 Joseph Martin Elementary		

Shopping

1 Clydes Convenience Store	3 Kroger
2 Hinesville Square	4 Walmart Neighborhood Market

2. Safety Management

2.1 Safety Management Policy

Liberty Transit strives to provide the safest and most secure experience for the riding public and our employees. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the City Manager. Every employee must practice workplace safety, use equipment, tools and materials properly, and be trained in the agency's work rules and procedures for his or her respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

Liberty Transit is committed to:

- Supporting an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as paid to other management systems of the organization;
- Integrating the management of safety as a primary responsibility of all managers and employees, including contractors;
- Defining for all staff, managers and employees alike, their accountability and responsibility for the delivery of the organization's safety performance and the overall implementation of our Safety Plan;
- Establishing and implementing a proactive safety program to manage risks to a level that is acceptable and consistent with safety performance;
- Ensuring protections for any employee who discloses a safety concern through the employee safety reporting program;
- Complying with, and wherever possible, exceeding the expectations of legislative and regulatory requirements and standards;
- Ensuring all staff are provided with adequate and appropriate safety-related information, personal protective equipment (PPE), and training;
- Ensuring all staff are competent in safety management matters, and are allocated only to tasks commensurate with their skills;
- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective; and

- Ensuring externally supplied systems and services to support our operations are delivered to meet our safety performance standards.

This agency Safety Plan describes our safety efforts and programs, and through our thorough implementation of such efforts and programs we explicitly show our commitment to system safety based on SMS principles, as per 49 CFR Part 673.

2.2 Employee Safety Reporting

Employees (both in-house and contract operator) are required to embrace Liberty Transit's safety goals and objectives and are encouraged to report safety concerns, issues or hazards. Executive management has established a safety reporting process for employees to voice their safety concerns without fear of retribution or blame. All frontline personnel will be responsible for utilizing this program as necessary. Our employees (including contractors) have a duty to report any unsafe condition to their supervisor, manager, or the Chief Safety Officer. Unsafe conditions may include issues with policies, procedures, physical conditions, events, information about an issue, among others. All violations of agency safety rules or procedures (including regulatory requirements of the agency) may result in disciplinary action. No action will be taken against any employee who communicates a safety condition through our reporting program unless such disclosure indicates an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of our rules, policies and procedures. Once actions to remediate a safety violation have been determined, they shall be communicated throughout the organization and carried out.

2.3 Safety Management Policy Communication

Liberty Transit staff, including both ~~Transdev~~First Group and City of Hinesville employees, are informed of their responsibilities related to safety and the requirements of our Safety Plan during onboarding. Communicating the purpose and benefits of this Safety Plan and SMS principles among executive and senior management, supervisors and frontline staff are the most important jobs of all of our employees. All employees understand their respective safety roles and obligations and in identifying and assessing safety risks in the workplace and in agency operations. Fostering and reinforcing these obligations through regular agency-wide communications and programs are critical functions of senior management and the Chief Safety Officer including, but not limited to:

- Safety meetings;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails and text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings; and
- Safety campaigns.

2.4 Safety Responsibilities

The purpose of our Safety Plan is to maintain a formal safety program and establish a coordinated safety effort responsive to the needs of the operating, maintenance and support units (both contracted and in-house) involved in the provision of transit services. We emphasize the goal of all personnel and contractors to work toward the common goal of minimizing the occurrence of customer and employee accidents and incidents by providing safe revenue service to our customers and a safe work environment for our employees.

The following personnel lead the organization in the implementation of our Safety Plan:

City Manager, Accountable Executive (AE) (Current Incumbent, Kenneth Howard)

- Establishes and sets an organizational example for safety objectives and goals;
- Directs human resources;
- Manages agency finances;
- Oversees operations and maintenance programs;
- Promotes and communicates safety policy and programs;
- Participates in regular meetings with key staff to understand the status of safety programs and data; and
- Ultimately holds responsibility for all agency safety outcomes.

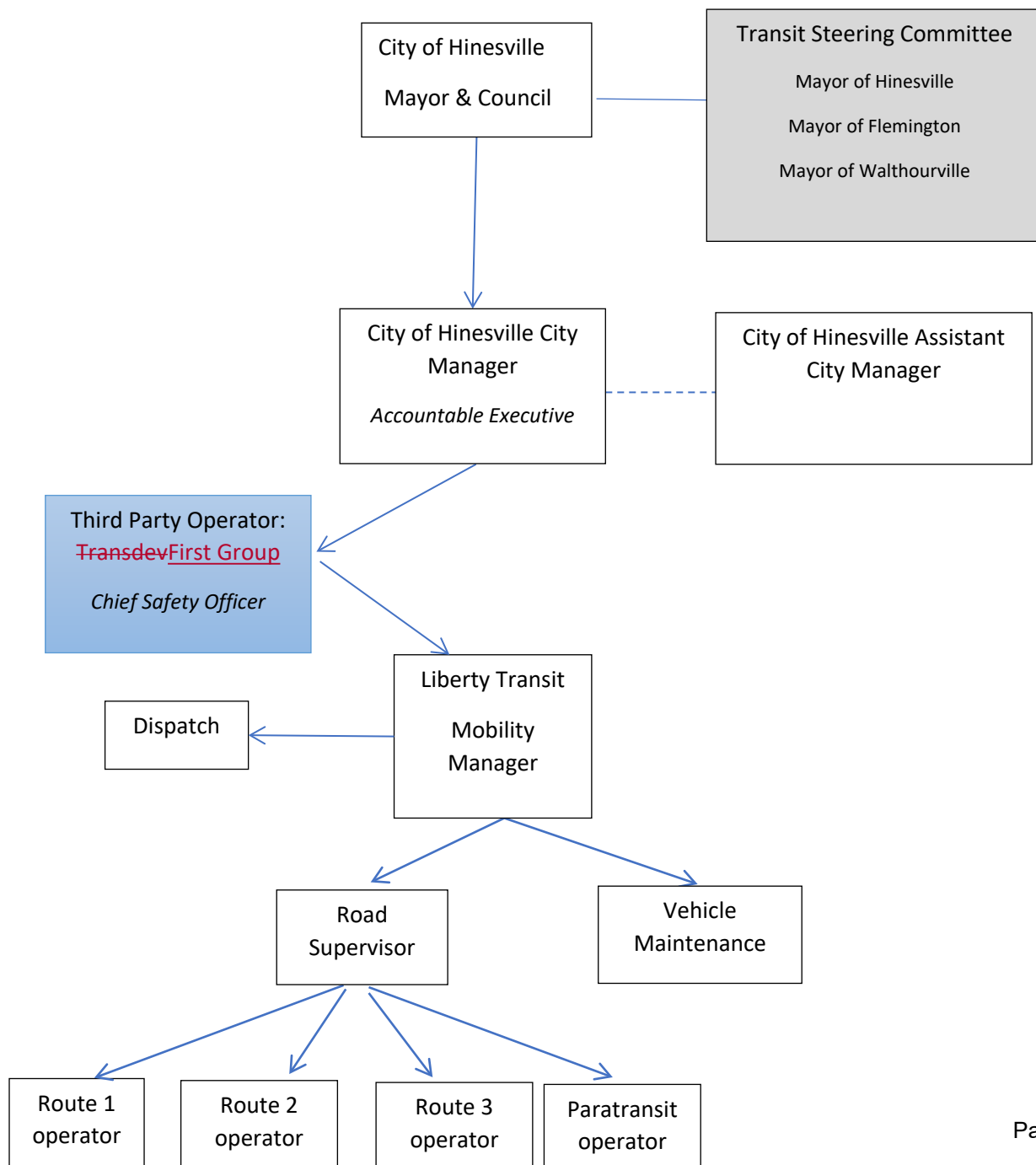
Mobility Manager, Chief Safety Officer (CSO) (current incumbent ~~Theodis Jackson~~ Karen Randolph, ~~Transdev~~ First Group)

- Regularly reports to the AE to provide status reports on Liberty Transit's safety program implementation;
- Manages and implements the Safety Plan throughout the Liberty Transit system;
- Chairs Safety meetings with key departmental managers including operations and maintenance;
- Participates in formal meetings with the FTA and GDOT on safety regulatory and program topics;
- Reports Safety Performance Measures/Targets to the Hinesville Area Metropolitan Planning Organization (HAMPO);
- Develops and implements safety policies, procedures, and programs;
- Supervises and oversees work of assigned safety staff, conducts performance reviews with staff, and initiates appropriate actions related to such;
- Directs the hazard management process and provides notification of reportable accidents, incidents and hazardous conditions;
- Investigates employee and vehicle accidents/incidents and injuries and works to develop programs to reduce accidents and injuries;
- Conducts inspections and researches safety codes, standards, and regulations;
- Compiles and analyzes health and safety statistics; produces reports, records, documents, and manifests; accesses and updates database files;
- Coordinates staff safety meetings and attends meetings, conferences and group functions related to safety;
- Develops and conducts training sessions relating to safety issues;

- Identifies health and safety concerns, analyzes reports and information, develops programs for accident/injury prevention, and submits recommendations to reduce frequency of accidents;
- Develops departmental and organizational Key Performance Indicators (KPI); and
- Conducts risk identification, evaluation, control, funding, and administration.

Other agency executive management who have responsibilities in support of implementation and management of Liberty Transit's SMS include the Assistant City Manager of the City of Hinesville, and representatives from TransdevFirst Group, including the Road Supervisor, Vehicle Maintenance Department, and Dispatch. Provided in Figure 2, which follows, is the Organization Chart for the Liberty Transit SMS.

Figure 2 – Liberty Transit SMS Organizational Chart



2.5 Safety Committee

The CSO will periodically convene meetings of the Safety Committee to discuss safety program issues, safety data/performance indicators, Safety and Transit Asset Management (TAM) Plan updates, among various other issues that pertain to overall agency safety matters. The Safety Committee is an executive-level function that will at minimum include the City Manager, key representatives from Operations and Maintenance, and will be chaired by the CSO. The objectives of regular meetings of the Safety ~~Committee are~~Committee are to ensure that the City Manager is well-versed in the implementation of the Safety Plan, KPI, and other important data, and that executive-level staff have a regular multi-disciplinary forum to discuss pertinent safety issues and policy.

The safety committee of a recipient shall:

(i) be convened by a joint labor-management process;

(ii) consist of an equal number of—

(I) frontline employee representatives, selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations; and

(II) management representatives

(iii) have, at a minimum, responsibility for—

(I) identifying and recommending risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment;

(II) identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and

(III) identifying safety deficiencies for purposes of continuous improvement.

(iiii) Risk reduction performance targets.

(A) In general.—The safety committee shall establish performance targets for the risk reduction program ... using a 3-year rolling average of the data submitted by the recipient to the national transit database under section 5335.

3. Safety Risk Management

3.1 Hazard Management Program

Liberty Transit promotes the proactive identification and evaluation of hazards before they escalate into accidents or incidents. This Safety Plan and its programs must be effective in identifying and minimizing hazards in the operational environment. All operations must be viewed from a systems perspective in that the safety-critical functions of one group may impact those of one or more others. This focus on system safety is meant to foster the understanding of the interdependence of actions on overall safety. As such, our hazard management program involves a multi-disciplinary review process that is ultimately managed by the Safety Committee, led by the CSO. There are three basic objectives:

- Hazard identification;
- Hazard assessment; and
- Safety risk mitigation.

3.2 Hazard Identification

Hazard identification and resolution is a core element of the Safety Plan emphasizing timely correction of unsafe conditions, anticipated and reconciled before serious accident, injury, or damage occurs. Our risk management program includes the following practices:

- Employee safety reporting;
- Driver, dispatcher, supervisory and maintenance performance information;
- Rules compliance checks;
- Americans with Disabilities Act (ADA) compliance reviews;
- Asset conditions assessments;
- Camera and event recorder reviews;
- Environmental information;
- Safety observations;
- Pre- and post-trip inspections;
- Vehicle, facility and equipment inspections;
- Internal safety investigations;
- Fitness for duty checks;
- Accident reports;
- Compliance programs;
- Safety Committee reviews;
- Via reports from local agencies such as the Hinesville Police Department; and
- Public feedback/complaints.

Liberty Transit emphasizes the timely identification and correction of unsafe conditions, anticipated and reconciled before serious accident, injury, or damage occurs. To ensure we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies. All

management, staff, contractors, and suppliers are required to implement high standards of safety and system assurance throughout the design, construction, testing, and operational phases of our projects. Hazards which cannot be eliminated with design mitigations including the implementation of safety warning devices are usually addressed by training, and/or written procedures to prevent mishaps. Most hazards are identified in the field, reported, entered in reports, and are addressed by the responsible departments through routine corrective measures that do not require special attention.

Hazards can be identified through a host of sources ranging from daily experience (accidents, incidents or safety concerns), gathered data, information submitted by patrons, to detailed analyses and assessments of existing conditions, among others. Once hazard causes, consequences, and likelihood of occurrence have been assessed, priorities for resolution can be established. The risks associated with hazards are accepted, minimized, controlled or identified for future remedy. Safety efforts must, however, continue to ensure that the implementation of hazard remedies do not create new safety concerns.

3.3 Hazard Assessment

Hazard assessments shall include specific inputs, reviews, and comments from any department and personnel, as necessary. To categorize the severity of a hazard, the likely effects on passengers, employees, general public and equipment must be established. Hazard severity ratings are based on categories from Military Standard 882E (MILSTD-882E) and require system key agency stakeholders to make subjective determinations of the worst case that could be anticipated to result from design inadequacies, human error, component failure or malfunction. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap from resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem or component failure or malfunction. Table 1 below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

Table 1 – Hazard Severity

Characteristics				
Severity Level	People	Equipment/Services	Financial	Reputational
Catastrophic 1	Several deaths and/or numerous severe injuries (per event)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss in excess of \$5 million	Ongoing media coverage, irreparable reputational damage, government intervention (weeks-months)
Critical 2	Low number of deaths and/or severe injuries (per event)	Significant loss of equipment or system interruption, requiring weeks to repair	Estimated loss in the range of \$500,000 to \$5 million	Prolonged media campaign, serious reputational damage, sustained government involvement (days-weeks)
Major 3	Minor injury and possible serious injury (per event)	Some loss of equipment or system interruption, requiring 7 days or less to repair	Estimated loss in the range of \$50,000 to \$500,000	Adverse media coverage, reputational damage, government involvement
Marginal 4	Possible minor injury (per event)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss in the range of \$1000 to \$49,999	Local media coverage and some reputational damage
Insignificant 5	No injury	Minor damage to equipment, no system interruption, no immediate repair necessary	Estimated loss is likely less than \$1000	No adverse media or reputational damage

The probability that a hazard will occur during the planned life expectancy of a system element, subsystem, component or daily operational function can be described subjectively in potential occurrences per unit time, event, population, items or activity. A qualitative hazard probability may be derived from research, analysis, and evaluation of historical safety data or a similar system. The CSO, departmental managers or the Safety Committee can assign a probability rating to a particular event or a specific hazard. Supporting rationale for assigning a hazard probability is documented in hazard analysis reports, memos or minutes from meetings. The assessment of the probability of hazard occurrence will consider specific system operations based on the current system configuration. Hazard likelihood levels to be considered are shown in Table 2 below.

Table 2 – Hazard Likelihood

Probability	Specific Item	Fleet / Inventory	Frequency
A Frequent	Likely to occur frequently in the life of an item	Continuously experienced	26 or more events in a year
B Probable	Will occur often in the life of an item	Will occur frequently in the system	13 to 25 events in a year
C Occasional	Likely to occur sometime in the life of an item	Will occur several times	6 to 12 events in one year, or less than 24 events in 5 years
D Remote	Unlikely but possible to occur in the life of an item	Unlikely, but can be expected to occur	1 to 5 events in one year or less than 10 events in 10 years
E Improbable	Unlikely to occur but possible	Unlikely to occur, but possible	1 event in 25 years
F Eliminated	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.		

The Hazard Risk Index (Table 3) combines hazard categories, severity and probability to constitute a chart to assist in the evaluation of specific hazards and their associated levels of risk.

Table 3 – Hazard Risk Index

Hazard Categories					
Frequency	1 Catastrophic	2 Critical	3 Major	4 Marginal	5 Insignificant
A Frequent	1A	2A	3A	4A	5A
B Probable	1B	2B	3B	4B	5B
C Occasional	1C	2C	3C	4C	5C
D Remote	1D	2D	3D	4D	5D
E Improbable	1E	2E	3E	4E	5E
F Eliminated					

Hazard Risk Index	Risk Decision Criteria
Unacceptable	Hazard must be mitigated
Undesirable	Requires acceptance from management
Acceptable with Review	Hazard may be accepted with management review
Acceptable	Risk level is acceptable
Eliminated	No hazard remains

3.4 ~~Safety~~ Risk ~~Mitigation~~ Reduction Program

Once a risk has been evaluated, the agency will determine a course of action to address a given risk. As per the process above, a risk may be eliminated by eliminating the source of the hazard. For example, if a special service route has experienced incidents, such hazards will be eliminated when such special service is also eliminated. In other instances, for example, the CSO and Safety Committee may utilize accident/incident data over time to discuss the hazards of vehicle rear-endings and evaluate the type, severity and probability of these accidents, and mitigation measures to prevent these mishaps in the future.

Such mitigations may include:

- i. a reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments,
- ii. the mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators when a risk analysis performed by the safety committee ... determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers.
- iii. new standard operating procedures, policies, additional training requirements, public awareness campaigns, or even vehicle design changes.

This methodology may be applied for the analysis of risks of day-to-day operations as well as for preliminary hazard assessments (PHA) when designing new system infrastructure. During the safety certification process to develop system expansions, identified hazards can be addressed by designing system elements for minimum risk, and/or incorporating safety and warning devices.

3.5 Hazard Tracking

Some more complex hazards may require the use of a Safety Risk Register which may consist of the following information:

- Assigned hazard number;
- Date hazard identified;
- Hazard title;
- Hazard description;
- Sources from which a hazard was identified;
- The element of operation affected by the hazard;
- Initial hazard classification;
- Current hazard classification; and
- Corrective Action Plan (CAP).

The Register, when used, is updated regularly until the hazard CAP has been closed out. All captured data is analyzed for the identification of developing trends to ensure future safety risks/hazards can be mitigated and/or eliminated.

Other departmental records and oversight of issues are routinely maintained to track issues as matter-of-course office processes. For example, the tracking of complaints and concerns regarding Liberty Transit; these issues are processed by the City of Hinesville via its online tracking software, and complaints and concerns may also be made to the Assistant City Manager and/or City Manager

4. Safety Assurance

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under safety risk management program. The City Manager and CSO are responsible for monitoring and evaluating day-to-day operations to ensure that: 1) emerging risks are identified, 2) Liberty Transit is in compliance with regulatory requirements applicable to the Safety Plan, and 3) that our safety programs are meeting our safety goals and objectives. Safety Assurance programs provide important feedback and data into the risk management process and vice versa to promote safer operations. Through our Safety Risk Management and Safety assurance Activities, we will evaluate the adequacy of procedures, processes, personnel performance, our data collected, and compliance with procedures and programs.

4.1 Safety Performance Monitoring and Measurement of Risk Mitigations

The City Manager has the ultimate responsibility of affording the riding public and employees safe and secure operations. Each employee is required to carry out specific system safety responsibilities in compliance with their job specifications, agency rules and regulations and this Safety Plan. Each department generates its own performance data used for the detection of trends or problems in operations and maintenance prior to the development of a major safety concern. Among the various safety assurance activities overseen by the City Manager and CSO include:

- Fleet operations;
- Road supervision;
- Fleet maintenance;
- Drug and Alcohol Program;
- TAM;
- Resource planning;
- Internal operations reviews;
- Accident/incident investigations and other means to determine causal factors;
- Contractor safety efforts;
- Data collection and analysis; and
- Security activities.

It is the task of the CSO to monitor and measure the safety performance of operations through data provided from the various departments and report to the City Manager and Safety Committee periodically. Using collected data and assessing trends, we develop minimum performance standards to meet agency safety targets and goals. From there, we may create KPI that show us whether or not we are achieving our safety targets and goals. Selected data is accumulated and analyzed for ongoing trending and performance measurement, including fatalities, injuries to passengers and/or personnel, system reliability, and other safety related events. This data comes from various sources including, but are not limited to:

- Event reports;
- Observations of operations reports;
- Internal and external inspection, survey, and audit reports;
- Safety suggestions from employees and customers;
- Historical knowledge;

- Seasonal events and effects;
- Environmental considerations;
- New equipment or facility deployments;
- Fleet issues;
- Process reviews and audits;
- Training efforts; and
- Peer reviews.

For example, Liberty Transit conducts safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. An investigation report is prepared and sent to the Safety Committee for integration into their analysis of the event. The Safety Committee determines whether:

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

Monitoring and measurement of our Safety Assurance program establishes a baseline which we can use to compare criteria and conditions at other specific points in time. Once a baseline is established through monitoring and measurement, data can be used as criteria in evaluating operations to reduce risk and overall safety objective/goal achievement. Ongoing monitoring is built into our operations, performed continually, and responsive to change. Ongoing monitoring includes regular management and supervisory activities, comparisons, reconciliations, and other routine actions.

The CSO maintains a list of safety risk mitigations in a Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation. The CSO establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The CSO will endeavor to make use of existing processes and activities before assigning new information collection activities.

The CSO and Safety Committee review the performance of individual safety risk mitigations during Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The CSO will approve or modify this proposed course of action and oversee its execution.

4.2 Safety Performance Measures and Targets

Among the various KPI that we use are the four safety performance measures that are required by the National Public Transportation Safety Plan (NPTSP): Fatalities, Injuries, Safety Events and System Reliability, as defined below:

- Fatalities – Total number of reportable¹ fatalities and rate per total vehicle revenue miles (VRM) by mode;
- Injuries – Total number of reportable injuries and rate per total VRM by mode;
- Safety Events – Total number of reportable events and rate per total VRM by mode; and
- System Reliability – Mean distance between major mechanical failures by mode.

These safety performance measures are based on data submitted to the National Transit Database (NTD). Our annual performance targets for these measures for FY 2021 are as below on **Error! Reference source not found.** These safety performance targets will be shared with HAMPO to aid in the planning process. Liberty Transit will coordinate with GDOT and HAMPO in the selection of State and MPO safety performance targets as requested. A member of HAMPO regularly attends the Liberty Transit Monthly Steering Committee Meeting to provide staff support. The CSO and representatives of the City also attend monthly HAMPO meetings. These various meetings are used as a way for Liberty Transit and HAMPO to stay in contact and connected.

Table 4 – FY 2021 Safety Performance Measures and Targets

Mode of Transit and Service	Fatalities (total)	Fatalities (per 100,000 VRM)	Injuries (total)	Injuries (per 100,000 VRM)	Safety Events (total)	Safety Events (per 100,000 VRM)	System Reliability (VRM/Failures)
Fixed Route Bus	0	0	0	0	3	4.5	3,982 miles
Demand Response ADA Paratransit	0	0	0	0	1	5.9	1,690 miles ²

¹ The thresholds for “reportable” fatalities, injuries, and events are defined in the NTD Safety and Security Reporting Manual.

² The Demand Response ADA Paratransit service is still in its first year of operation, therefore the System Reliability performance target was estimated based in part on the Fixed Route VRM.

5. Safety Promotion

Safety Promotion fosters a positive safety culture and improves safety performance by increasing safety awareness through training and communication. Appropriate training for all employees regardless of their position within the agency provides knowledge for a successful safety program. Through communication of lessons learned and safety performance data, employees are made aware of safety priorities and concerns as they relate to their individual job tasks and the entire organization.

5.1 Safety Training

All new and existing transit employees whether contracted or in-house undergo Safety Plan familiarization training. Employees at all levels of the agency (defined as both in-house and contracted) need to understand 1) what the Safety Plan is, 2) how it supports the agency's mission, and 3) what their specific individual Safety Plan responsibilities are. This core element of our comprehensive safety training program applies to all Liberty Transit employees directly responsible for safety, including:

- City Manager and CSO;
- Bus operators;
- Dispatchers;
- Maintenance technicians; and
- Managers and supervisors.

Liberty Transit has developed job specifications for all job classifications which require certain skills training in order for personnel to perform job functions safely. For certain positions this will include initial as well as refresher training. Our safety training programs include, but are not limited to, the following:

- Bus operator training;
 - TransdevFirst Group is responsible for 40 hours of driver training in a classroom setting, and 80 hours in the vehicle. This training includes learning the following items:
 - Basic class in first aid
 - Driver sensitivity training with respect to meeting the needs of persons with disabilities
 - Passenger assistance techniques or comparable training
 - Drug and alcohol awareness training
 - Blood-borne pathogen training
 - National Safety Council defensive driving course
 - Refresher training is conducted monthly in which supervisors are on the vehicle to conduct a safety inspection
 - Operator Development Program (ODP) Classroom Training
- Bus maintainer training;
- Dispatcher training; and
- Supervisor training.
- De-escalation training

Refresher training programs are outlined in our individual departmental training syllabi. Liberty Transit and [TransdevFirst Group](#) maintain records of all employees upon hire and manage their progress through training, annual recertification and retraining if required.

5.2 Safety Communication

All employees, from the City Manager to frontline personnel, shall communicate the virtues and requirements of our Safety Plan and program elements. Safety communication activities ensure that all employees and contractors are aware of the following goals and responsibilities:

- The observance of all agency standard operating procedures, policies, and plans;
- The need to systematically identify safety hazards, mitigate risk and reduce fatalities and injuries resulting from transit operations;
- The need to reduce the injury incidence rate by minimizing exposure to unsafe conditions and reducing hazardous employee behavior;
- Providing safe and efficient transit services by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed; and
- Achieving 100 percent of scheduled routine inspections, preventative and regular maintenance work is completed on time, and essential repairs addressed in a designated time.

Further, we encourage employees and contractors to be mindful of their safety responsibilities, and we review various safety issues, recommendations, policies, etc. by various means which include but are not limited to:

- Employee Safety Reporting Program;
- Safety meetings;
 - [TransdevFirst Group](#) currently holds monthly safety meetings. The Liberty Transit Steering Committee meets and addresses any issues brought and reviews a safety report including Drug and Alcohol testing, accident reports, and any complaints;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails;
- Text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings; and
- Safety campaigns.

A positive safety culture focuses on finding and correcting systemic issues rather than finding someone or something to blame. A positive safety culture flourishes in an environment of trust, encouraging error-reporting and discouraging covering up mistakes. The need to address behavior that is malicious or recklessly negligent must be balanced with the need for a just culture that is not excessively punitive. A positive safety culture goes beyond simply adhering to

procedures. It is demonstrated when employees carry out their duties correctly, with alertness, full knowledge, sound judgment, and a sense of accountability.

6. Annual Update Process

The CSO will review and update this Safety Plan annually. The updated version of the Plan will be signed by the City Manager and approved by the agency's Board of Directors. The newly authorized version will be reissued to all transit personnel for their perusal and comprehension. The Governing Body of Liberty Transit consists of a Steering Committee made up of the Mayors of the Three Cities that contribute to the program on a per-population based share (City of Hinesville, City of Walthourville, and City of Flemington). The Steering Committee is responsible for approving all items and reports. The City of Hinesville serves as the Transit System's Fiscal Agent and grant administrator and approves contracts and agreements after approval of the Steering Committee has been received.

Liberty Transit will maintain all documents that are related to the implementation of this Safety Plan and results from SMS processes and activities. These documents will be made available upon request by the FTA or other related federal entity. All such documents will be maintained for a minimum of three years after they are created.

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Appendix A: PTASP Relationship to Other Federal Laws & Regulations

1. Public Transportation Safety Program Rule - 49 U.S.C. § 5329

The Public Transportation Safety Program Rule establishes substantive and procedural rules for FTA's administration of the Public Transportation Safety Program authorized by 49 U.S.C. § 5329. The rule establishes FTA's SMS approach to the development and implementation of the Safety Program. Further, it sets rules of practice for the FTA's enforcement authority and describes the contents of a National Public Transportation Safety Plan.

National Public Transportation Safety Plan (NPTSP)- section 5329(b)

Through the NPTSP, the FTA has adopted the principles and methods of SMS as the basis for enhancing the safety of public transportation in the United States. The NPTSP is a policy document, communications tool, and a repository of standards, guidance, best practices, tools, technical assistance, and other resources.

This Safety Plan was written in accordance to the Public Transportation Safety Program Rule and the NPTSP.

2. Public Transportation Agency Safety Plan (PTASP) Rule - 49 CFR Part 673

The Federal Transit Administration (FTA) published a final rule for PTASP as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21). This final rule requires States and certain operators of public transportation systems that receive Federal financial assistance under Urbanized Area Formula Program (49 U.S.C. § 5307) to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). Transit operators must certify they have a safety plan, meeting the requirements of the rule, in place by July 20, 2020.

3. Transit Asset Management (TAM) Rule - 49 CFR Part 625

The PTASP final rule applies to only Section 5307 recipients and sub-recipients, and the TAM rule applies to all operators of public transit. However, the two plans can support one another by providing useful data for agency use and NTD reporting. Pursuant to 49 C.F.R. Part 625, condition assessments were performed as part of safety risk management and safety assurance activities. The results of TAM condition assessments, and subsequent SMS analysis can help prioritize a transit agency's TAM Plan elements. Condition assessments help identify potential safety issues, which could undergo a safety risk assessment as part of safety risk management. Further, TAM data and analysis can also be used for performance monitoring and measurement as part of safety assurance. Results of safety risk assessments and safety performance monitoring and measurement can guide the prioritization of an asset for repair or replacement.

4. National Transit Database (NTD) Rule 49 U.S.C 5335(a)

Transit agency's receiving funding from the Urbanized Area Formula Program (5307) or Rural Formula Program (5311) are required to submit data to the NTD in uniform categories. Agencies submit reports to NTD each fiscal year. The PTASP rule and NTD reporting rule are related, as both rules require agencies to track data based on the same data points; fatalities, injuries and safety events per total revenue vehicle mile by mode, with the additional requirement of mean distance between major mechanical failures.

Appendix B: Approval by Governing Body

Agency Name: **Liberty Transit**

I hereby certify on behalf of Liberty Transit,
(Agency Name)

that on JuneDecember, 20202, the
18th15th

City of HinevsilleHinesville approved the
enclosed
(Name of governing Board)

Agency Safety Plan in accordance with 49 CFR 673.11(a)(1).

Signature of Authorized Official: _____

Printed Name and Title: Kenneth Howard, City Manager

Date: _____

Appendix C: GDOT Plan Certification

[ATTACH CERTIFICATION LETTER]

LIBERTY TRANSIT

SAFETY PLAN

DECEMBER 2022



12/15/2022

AUTHORIZATIONS

Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation Act (FAST) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of transit bus systems throughout the United States. On July 19, 2018, the FTA promulgated its final rule 49 C.F.R. Part 673 - Public Transportation Agency Safety Plan (PTASP) which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on Safety Management Systems (SMS) principles and methods.

Liberty Transit establishes this Safety Plan as our agency's commitment to system safety and the principles of SMS. The objectives of our plan are to:

- Increase the safety of our transit system by proactively identifying, assessing and controlling risks;
- Continually improve safety performance;
- Improve the commitment of transit leadership to safety; and
- Foster a culture of safety awareness and responsiveness.

Liberty Transit is committed to implementing a systematic and comprehensive safety program. Leadership will visibly demonstrate its commitment to safety by monitoring hazards, enforcing and supporting safety programs, and promoting an open and transparent environment to discuss and address safety issues.

This Safety Plan was developed by the Georgia Department of Transportation (GDOT), and Liberty Transit has adopted it to comply with FTA Part 673 requirements. Our Board of Commissioners, the City Manager, and Mobility Manager have reviewed and approved this Safety Plan and assure that its contents establish a comprehensive SMS framework and meet the requirements of Part 673.

This Safety Plan will be distributed to all transit employees and will be reviewed and updated annually.

APPROVED BY	DATE
ACCOUNTABLE EXECUTIVE, KENNETH HOWARD, CITY MANAGER, CITY OF HINESVILLE	

REVISION RECORD				
REVISION #	REVIEW DATE	REVIEWER	REVISION DATE	APPROVED BY
1	_/_/22			
2	_/_/23			
3	_/_/24			
4	_/_/25			

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DEFINITIONS

Accident: An event that involves any of the following – loss of life; a report of a serious injury to a person; a collision of a public transit vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause.

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the Agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the Agency's Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.

Chief Safety Officer: Means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Event: Means any accident, incident, or occurrence.

Hazard: A condition that has the potential to cause injury, illness, death, or property damage.

Fatality: A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes; a death due to, Collision (including suicides), Fire, Hazardous material spill, Acts of God, System or personal security event (including suicides), and Other safety events.

Hazard Likelihood: Probability of a hazard consequence to occur.

Hazard Severity: The effect/damaging result of a hazards consequence.

Incident: An event that involves any of the following – a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Injury: Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event. Agencies must report each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

Occurrence: An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Performance target: A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration.

Reportable: An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle, excluding occupational safety events occurring in administrative buildings.

Risk: An assessed probability and severity calculation to classify the overall potential consequences of a hazard.

Safety Assurance: A list of defined safety performance indicators for reach priority risk and associated targets the Agency will use to determine if it is achieving the specified safety goals.

Safety Events: Include but are not limited to slips, trips, falls, smoke, power failure, maintenance-related issues, or electric shock. To be reported as a major event, these events must **either** meet the fatality, evacuation, or property damage threshold **or** result in two or more injured persons. Other Safety Events that cause only one person to be immediately transported from the scene for medical attention, and that do not trigger any other reporting threshold, are reported on the Non-Major Monthly Summary Report form. The FTA includes Other Safety Events that occur in a transit maintenance facility and meet a reporting threshold but continues to exclude occupational safety events occurring in administrative buildings.

Safety Performance Target: A performance target related to safety management activities.

Serious injury: Any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second or third degree burns, or any burns affecting more than 5 percent of the body surface.

Acronyms:

ADA	Americans with Disabilities Act
CAP	Corrective Action Plan
CEO	Chief Executive Officer
CSO	Chief Safety Officer
FAST	Fixing America's Surface Transportation Act
FTA	Federal Transit Administration
FY	Fiscal Year
GDOT	Georgia Department of Transportation
HAMPO	Hinesville Area Metropolitan Planning Organization
HR	Human Resources
KPI	Key Performance Indicator
MAP-21	Moving Ahead for Progress in the 21 st Century
MILSTD	Military Standard
MPO	Metropolitan Planning Organization
NPTSP	National Public Transportation Safety Plan
NTD	National Transit Database
NTSB	National Transportation Safety Board
ODP	Operator Development Program
PHA	Preliminary Hazard Assessment
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SMS	Safety Management System
TAM	Transit Asset Management
TPO	Third Party Operator
UPT	Unlinked Passenger Trips
VRM	Vehicle Revenue Miles

1. Transit Agency Information

Liberty Transit is a fixed route public transit system that operates within the City of Hinesville, City of Flemington, City of Walthourville, and Fort Stewart Military Installation, home of the 3rd Infantry Division. The service area is approximately 20 square miles with an estimated population of 31,932 (according to the 2018 Transit Development Plan). The Liberty Transit System is governed by the Transit Steering Committee, which is comprised of the Mayor of Hinesville, Mayor of Flemington, Liberty County Board of Commissioners Chairman, Mayor of Walthourville, and an ex-officio Fort Stewart representative. The agency operates a fleet of 9 buses each equipped with ADA complaint wheelchair lifts and tie downs as well as bicycle racks for multimodal passengers.

While Liberty Transit has begun as a fixed route transit system, the long-term goal is to become a countywide system and ultimately part of a regional solution to transportation needs. In order to accomplish these long-term goals, the staff at Liberty Consolidated Planning Commission is working across the region with transit partners to develop a plan to make these goals a reality.

Transit Agency Name	Liberty Transit		
Transit Agency Address	115 East Main Street, Hinesville GA 31313		
Accountable Executive (Name and Title)	Kenneth Howard, City Manager		
Chief Safety Officer (Name and Title)	Karen Randolph, Mobility Manager		
Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)	Fixed Route & ADA Paratransit	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307
Vehicles Operated in Maximum Service, by Mode	Fixed Route 3	ADA Paratransit 1	Other(describe mode) 1 (capacity for extraordinary service route)
Mode(s) of Service Contracted Out to Third Party Operators (TPOs)	Liberty Transit's whole operations are contracted out to a third party (currently First Group). Our governing local government entity pays for the fuel, provides the facilities, and administers the grants.		

Name of Third Party Operator (if applicable) and contact person	First Group			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes	No X	Description of Arrangement(s)	The City of Hinesville serves as the grantee for the 5307 program which funds Liberty Transit. Liberty Transit serves the Cities of Hinesville, Flemington, Walthourville and Fort Stewart.
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	City of Flemington, 156 Old Sunbury Rd. Flemington GA. 31313 City of Walthourville, 222 Busbee Rd, Walthourville GA 31333 Ft. Stewart. 954 William H. Wilson Ave. Bldg 624, Suite 131 Fort Stewart, Georgia 31314			
Are any transit employees represented by a Labor Union? If so please describe.	No			
No. of Fixed Bus Routes:	3			
Annual Vehicle Revenue Miles (VRM)	Fixed Route Bus VRM		Demand Response/Paratansit VRM	
	114,071		18,708	
Annual Unlinked Passenger Trips (UPT)	Fixed Route Bus UPT		Demand Response/Paratansit UPT	
	412,232		4,024	

HINESVILLE GEORGIA

CITY OF FLEMINGTON

LIBERTY TRANSIT

Last Updated: 10/15/2011

Legend:

- Route 1
- Route 1 Limited Service
- Route 2
- Route 3
- Timed Stops
- Bus Stops (Arrow marks roadside)

Map Labels: Hinesville, Walthourville, Flemington, Fort Stewart Gates, Hospitals, Roads, Railroads, Paratransit Area, Parks, City of Hinesville, Liberty Transit Participating Cities, Other Cities, Fort Stewart, County Boundaries.

Inset Map: Hinesville Downtown

Scale: 0 to 2 Miles

Civic	Schools	Shopping
1 Board of Education	1 Georgia Southern University	1 Clydes Convenience Store
2 City Hall - Flemington	2 Bradwell Institute	2 Hinesville Square
3 City Hall - Hinesville	3 Bulton Gwinnett Elementary	3 Kroger
4 County Jail	4 Frank Long Elementary	4 Walmart Neighborhood Market
5 Court House	5 Joseph Martin Elementary	
6 Court House Annex		
7 Emergency Management	6 Lewis Frasier Middle	
8 Fire Station	7 Liberty County Career Academy	
9 Fire Station	8 Liberty County Performing Arts Center	
10 Health Department	9 Liberty Pre-K	
11 Justice Center		
12 Police Department	10 Lyman Hill Elementary	
13 Public Works	11 Snelson-Golden Middle	
14 Records Retention Center	12 Taylors Creek Elementary	
15 State Patrol Office	13 Waldo Pafford Elementary	
16 VA Medical Center		

2. Safety Management

2.1 Safety Management Policy

Liberty Transit strives to provide the safest and most secure experience for the riding public and our employees. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the City Manager. Every employee must practice workplace safety, use equipment, tools and materials properly, and be trained in the agency's work rules and procedures for his or her respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

Liberty Transit is committed to:

- Supporting an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as paid to other management systems of the organization;
- Integrating the management of safety as a primary responsibility of all managers and employees, including contractors;
- Defining for all staff, managers and employees alike, their accountability and responsibility for the delivery of the organization's safety performance and the overall implementation of our Safety Plan;
- Establishing and implementing a proactive safety program to manage risks to a level that is acceptable and consistent with safety performance;
- Ensuring protections for any employee who discloses a safety concern through the employee safety reporting program;
- Complying with, and wherever possible, exceeding the expectations of legislative and regulatory requirements and standards;
- Ensuring all staff are provided with adequate and appropriate safety-related information, personal protective equipment (PPE), and training;
- Ensuring all staff are competent in safety management matters, and are allocated only to tasks commensurate with their skills;
- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective; and

- Ensuring externally supplied systems and services to support our operations are delivered to meet our safety performance standards.

This agency Safety Plan describes our safety efforts and programs, and through our thorough implementation of such efforts and programs we explicitly show our commitment to system safety based on SMS principles, as per 49 CFR Part 673.

2.2 Employee Safety Reporting

Employees (both in-house and contract operator) are required to embrace Liberty Transit's safety goals and objectives and are encouraged to report safety concerns, issues or hazards. Executive management has established a safety reporting process for employees to voice their safety concerns without fear of retribution or blame. All frontline personnel will be responsible for utilizing this program as necessary. Our employees (including contractors) have a duty to report any unsafe condition to their supervisor, manager, or the Chief Safety Officer. Unsafe conditions may include issues with policies, procedures, physical conditions, events, information about an issue, among others. All violations of agency safety rules or procedures (including regulatory requirements of the agency) may result in disciplinary action. No action will be taken against any employee who communicates a safety condition through our reporting program unless such disclosure indicates an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of our rules, policies and procedures. Once actions to remediate a safety violation have been determined, they shall be communicated throughout the organization and carried out.

2.3 Safety Management Policy Communication

Liberty Transit staff, including both First Group and City of Hinesville employees, are informed of their responsibilities related to safety and the requirements of our Safety Plan during onboarding. Communicating the purpose and benefits of this Safety Plan and SMS principles among executive and senior management, supervisors and frontline staff are the most important jobs of all of our employees. All employees understand their respective safety roles and obligations and in identifying and assessing safety risks in the workplace and in agency operations. Fostering and reinforcing these obligations through regular agency-wide communications and programs are critical functions of senior management and the Chief Safety Officer including, but not limited to:

- Safety meetings;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails and text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings; and
- Safety campaigns.

2.4 Safety Responsibilities

The purpose of our Safety Plan is to maintain a formal safety program and establish a coordinated safety effort responsive to the needs of the operating, maintenance and support units (both contracted and in-house) involved in the provision of transit services. We emphasize the goal of all personnel and contractors to work toward the common goal of minimizing the occurrence of customer and employee accidents and incidents by providing safe revenue service to our customers and a safe work environment for our employees.

The following personnel lead the organization in the implementation of our Safety Plan:

City Manager, Accountable Executive (AE) (Current Incumbent, Kenneth Howard)

- Establishes and sets an organizational example for safety objectives and goals;
- Directs human resources;
- Manages agency finances;
- Oversees operations and maintenance programs;
- Promotes and communicates safety policy and programs;
- Participates in regular meetings with key staff to understand the status of safety programs and data; and
- Ultimately holds responsibility for all agency safety outcomes.

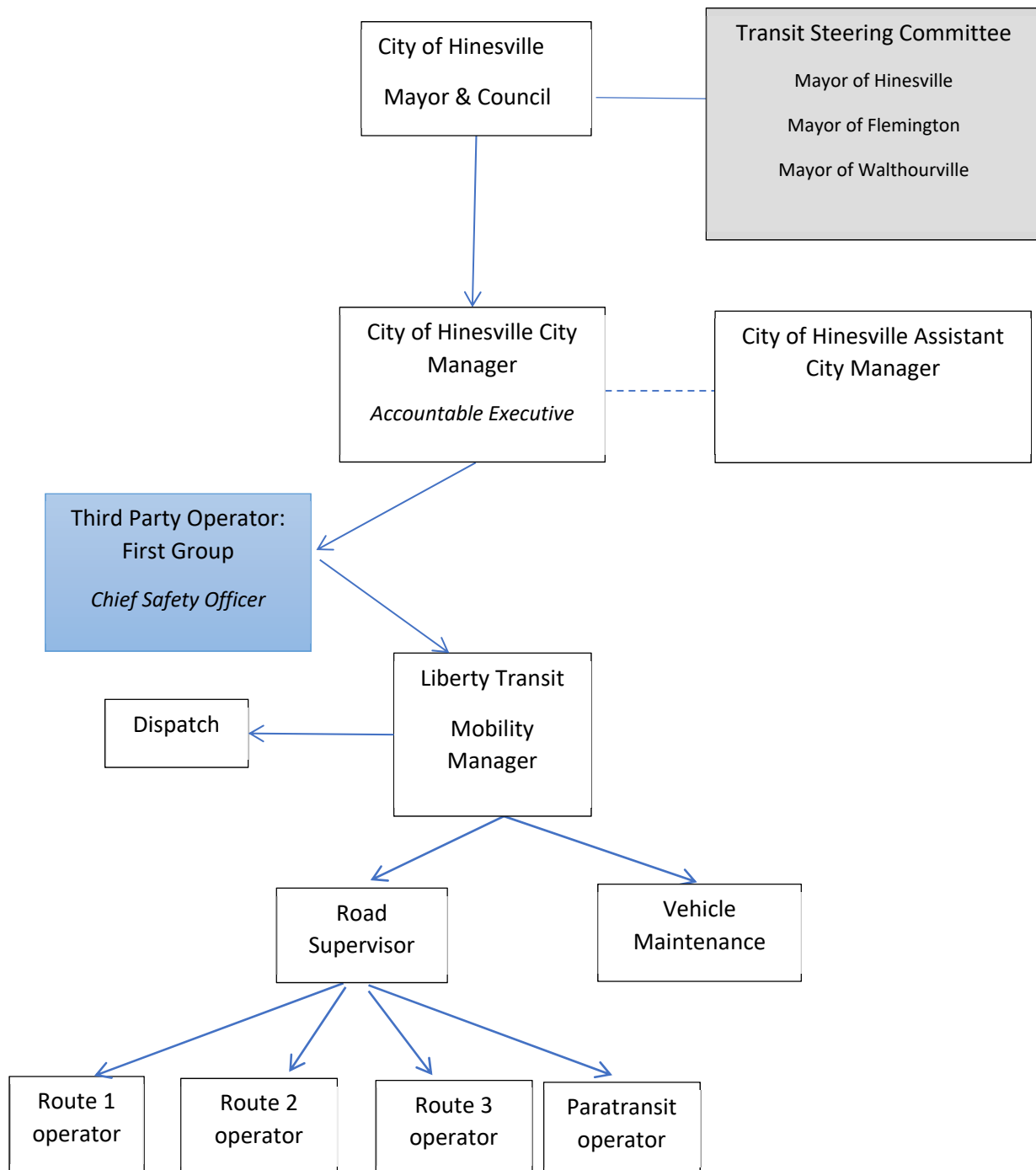
Mobility Manager, Chief Safety Officer (CSO) (current incumbent Karen Randolph, First Group)

- Regularly reports to the AE to provide status reports on Liberty Transit's safety program implementation;
- Manages and implements the Safety Plan throughout the Liberty Transit system;
- Chairs Safety meetings with key departmental managers including operations and maintenance;
- Participates in formal meetings with the FTA and GDOT on safety regulatory and program topics;
- Reports Safety Performance Measures/Targets to the Hinesville Area Metropolitan Planning Organization (HAMPO);
- Develops and implements safety policies, procedures, and programs;
- Supervises and oversees work of assigned safety staff, conducts performance reviews with staff, and initiates appropriate actions related to such;
- Directs the hazard management process and provides notification of reportable accidents, incidents and hazardous conditions;
- Investigates employee and vehicle accidents/incidents and injuries and works to develop programs to reduce accidents and injuries;
- Conducts inspections and researches safety codes, standards, and regulations;
- Compiles and analyzes health and safety statistics; produces reports, records, documents, and manifests; accesses and updates database files;
- Coordinates staff safety meetings and attends meetings, conferences and group functions related to safety;
- Develops and conducts training sessions relating to safety issues;
- Identifies health and safety concerns, analyzes reports and information, develops programs for accident/injury prevention, and submits recommendations to reduce frequency of accidents;
- Develops departmental and organizational Key Performance Indicators (KPI); and

- Conducts risk identification, evaluation, control, funding, and administration.

Other agency executive management who have responsibilities in support of implementation and management of Liberty Transit's SMS include the Assistant City Manager of the City of Hinesville, and representatives from First Group, including the Road Supervisor, Vehicle Maintenance Department, and Dispatch. Provided in Figure 2, which follows, is the Organization Chart for the Liberty Transit SMS.

Figure 2 – Liberty Transit SMS Organizational Chart



2.5 Safety Committee

The CSO will periodically convene meetings of the Safety Committee to discuss safety program issues, safety data/performance indicators, Safety and Transit Asset Management (TAM) Plan updates, among various other issues that pertain to overall agency safety matters. The Safety Committee is an executive-level function that will at minimum include the City Manager, key representatives from Operations and Maintenance, and will be chaired by the CSO. The objectives of regular meetings of the Safety Committee are to ensure that the City Manager is well-versed in the implementation of the Safety Plan, KPI, and other important data, and that executive-level staff have a regular multi-disciplinary forum to discuss pertinent safety issues and policy.

The safety committee of a recipient shall:

- (i) be convened by a joint labor-management process;
- (ii) consist of an equal number of—
 - (I) frontline employee representatives, selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations; and
 - (II) management representatives
- (iii) have, at a minimum, responsibility for—
 - (I) identifying and recommending risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment;
 - (II) identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and
 - (III) identifying safety deficiencies for purposes of continuous improvement.
- (iiii) Risk reduction performance targets.
 - (A) In general.—The safety committee shall establish performance targets for the risk reduction program ... using a 3-year rolling average of the data submitted by the recipient to the national transit database under section 5335.

3. Safety Risk Management

3.1 Hazard Management Program

Liberty Transit promotes the proactive identification and evaluation of hazards before they escalate into accidents or incidents. This Safety Plan and its programs must be effective in identifying and minimizing hazards in the operational environment. All operations must be viewed from a systems perspective in that the safety-critical functions of one group may impact those of one or more others. This focus on system safety is meant to foster the understanding of the interdependence of actions on overall safety. As such, our hazard management program involves a multi-disciplinary review process that is ultimately managed by the Safety Committee, led by the CSO. There are three basic objectives:

- Hazard identification;
- Hazard assessment; and
- Safety risk mitigation.

3.2 Hazard Identification

Hazard identification and resolution is a core element of the Safety Plan emphasizing timely correction of unsafe conditions, anticipated and reconciled before serious accident, injury, or damage occurs. Our risk management program includes the following practices:

- Employee safety reporting;
- Driver, dispatcher, supervisory and maintenance performance information;
- Rules compliance checks;
- Americans with Disabilities Act (ADA) compliance reviews;
- Asset conditions assessments;
- Camera and event recorder reviews;
- Environmental information;
- Safety observations;
- Pre- and post-trip inspections;
- Vehicle, facility and equipment inspections;
- Internal safety investigations;
- Fitness for duty checks;
- Accident reports;
- Compliance programs;
- Safety Committee reviews;
- Via reports from local agencies such as the Hinesville Police Department; and
- Public feedback/complaints.

Liberty Transit emphasizes the timely identification and correction of unsafe conditions, anticipated and reconciled before serious accident, injury, or damage occurs. To ensure we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies. All

management, staff, contractors, and suppliers are required to implement high standards of safety and system assurance throughout the design, construction, testing, and operational phases of our projects. Hazards which cannot be eliminated with design mitigations including the implementation of safety warning devices are usually addressed by training, and/or written procedures to prevent mishaps. Most hazards are identified in the field, reported, entered in reports, and are addressed by the responsible departments through routine corrective measures that do not require special attention.

Hazards can be identified through a host of sources ranging from daily experience (accidents, incidents or safety concerns), gathered data, information submitted by patrons, to detailed analyses and assessments of existing conditions, among others. Once hazard causes, consequences, and likelihood of occurrence have been assessed, priorities for resolution can be established. The risks associated with hazards are accepted, minimized, controlled or identified for future remedy. Safety efforts must, however, continue to ensure that the implementation of hazard remedies do not create new safety concerns.

3.3 Hazard Assessment

Hazard assessments shall include specific inputs, reviews, and comments from any department and personnel, as necessary. To categorize the severity of a hazard, the likely effects on passengers, employees, general public and equipment must be established. Hazard severity ratings are based on categories from Military Standard 882E (MILSTD-882E) and require system key agency stakeholders to make subjective determinations of the worst case that could be anticipated to result from design inadequacies, human error, component failure or malfunction. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap from resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem or component failure or malfunction. Table 1 below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

Table 1 – Hazard Severity

Characteristics				
Severity Level	People	Equipment/Services	Financial	Reputational
Catastrophic 1	Several deaths and/or numerous severe injuries (per event)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss in excess of \$5 million	Ongoing media coverage, irreparable reputational damage, government intervention (weeks-months)
Critical 2	Low number of deaths and/or severe injuries (per event)	Significant loss of equipment or system interruption, requiring weeks to repair	Estimated loss in the range of \$500,000 to \$5 million	Prolonged media campaign, serious reputational damage, sustained government involvement (days-weeks)
Major 3	Minor injury and possible serious injury (per event)	Some loss of equipment or system interruption, requiring 7 days or less to repair	Estimated loss in the range of \$50,000 to \$500,000	Adverse media coverage, reputational damage, government involvement
Marginal 4	Possible minor injury (per event)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss in the range of \$1000 to \$49,999	Local media coverage and some reputational damage
Insignificant 5	No injury	Minor damage to equipment, no system interruption, no immediate repair necessary	Estimated loss is likely less than \$1000	No adverse media or reputational damage

The probability that a hazard will occur during the planned life expectancy of a system element, subsystem, component or daily operational function can be described subjectively in potential occurrences per unit time, event, population, items or activity. A qualitative hazard probability may be derived from research, analysis, and evaluation of historical safety data or a similar system. The CSO, departmental managers or the Safety Committee can assign a probability rating to a particular event or a specific hazard. Supporting rationale for assigning a hazard probability is documented in hazard analysis reports, memos or minutes from meetings. The assessment of the probability of hazard occurrence will consider specific system operations based on the current system configuration. Hazard likelihood levels to be considered are shown in Table 2 below.

Table 2 – Hazard Likelihood

Probability	Specific Item	Fleet / Inventory	Frequency
A Frequent	Likely to occur frequently in the life of an item	Continuously experienced	26 or more events in a year
B Probable	Will occur often in the life of an item	Will occur frequently in the system	13 to 25 events in a year
C Occasional	Likely to occur sometime in the life of an item	Will occur several times	6 to 12 events in one year, or less than 24 events in 5 years
D Remote	Unlikely but possible to occur in the life of an item	Unlikely, but can be expected to occur	1 to 5 events in one year or less than 10 events in 10 years
E Improbable	Unlikely to occur but possible	Unlikely to occur, but possible	1 event in 25 years
F Eliminated	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.		

The Hazard Risk Index (Table 3) combines hazard categories, severity and probability to constitute a chart to assist in the evaluation of specific hazards and their associated levels of risk.

Table 3 – Hazard Risk Index

Hazard Categories					
Frequency	1 Catastrophic	2 Critical	3 Major	4 Marginal	5 Insignificant
A Frequent	1A	2A	3A	4A	5A
B Probable	1B	2B	3B	4B	5B
C Occasional	1C	2C	3C	4C	5C
D Remote	1D	2D	3D	4D	5D
E Improbable	1E	2E	3E	4E	5E
F Eliminated					

Hazard Risk Index	Risk Decision Criteria
Unacceptable	Hazard must be mitigated
Undesirable	Requires acceptance from management
Acceptable with Review	Hazard may be accepted with management review
Acceptable	Risk level is acceptable
Eliminated	No hazard remains

3.4 Risk Reduction Program

Once a risk has been evaluated, the agency will determine a course of action to address a given risk. As per the process above, a risk may be eliminated by eliminating the source of the hazard. For example, if a special service route has experienced incidents, such hazards will be eliminated when such special service is also eliminated. In other instances, for example, the CSO and Safety Committee may utilize accident/incident data over time to discuss the hazards of vehicle rear-endings and evaluate the type, severity and probability of these accidents, and mitigation measures to prevent these mishaps in the future.

Such mitigations may include:

- i. a reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments,
- ii. the mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators when a risk analysis performed by the safety committee ... determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers.
- iii. new standard operating procedures, policies, additional training requirements, public awareness campaigns, or even vehicle design changes.

This methodology may be applied for the analysis of risks of day-to-day operations as well as for preliminary hazard assessments (PHA) when designing new system infrastructure. During the safety certification process to develop system expansions, identified hazards can be addressed by designing system elements for minimum risk, and/or incorporating safety and warning devices.

3.5 Hazard Tracking

Some more complex hazards may require the use of a Safety Risk Register which may consist of the following information:

- Assigned hazard number;
- Date hazard identified;
- Hazard title;
- Hazard description;
- Sources from which a hazard was identified;
- The element of operation affected by the hazard;
- Initial hazard classification;
- Current hazard classification; and
- Corrective Action Plan (CAP).

The Register, when used, is updated regularly until the hazard CAP has been closed out. All captured data is analyzed for the identification of developing trends to ensure future safety risks/hazards can be mitigated and/or eliminated.

Other departmental records and oversight of issues are routinely maintained to track issues as matter-of-course office processes. For example, the tracking of complaints and concerns regarding Liberty Transit; these issues are processed by the City of Hinesville via its online tracking software, and complaints and concerns may also be made to the Assistant City Manager and/or City Manager

4. Safety Assurance

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under safety risk management program. The City Manager and CSO are responsible for monitoring and evaluating day-to-day operations to ensure that: 1) emerging risks are identified, 2) Liberty Transit is in compliance with regulatory requirements applicable to the Safety Plan, and 3) that our safety programs are meeting our safety goals and objectives. Safety Assurance programs provide important feedback and data into the risk management process and vice versa to promote safer operations. Through our Safety Risk Management and Safety assurance Activities, we will evaluate the adequacy of procedures, processes, personnel performance, our data collected, and compliance with procedures and programs.

4.1 Safety Performance Monitoring and Measurement of Risk Mitigations

The City Manager has the ultimate responsibility of affording the riding public and employees safe and secure operations. Each employee is required to carry out specific system safety responsibilities in compliance with their job specifications, agency rules and regulations and this Safety Plan. Each department generates its own performance data used for the detection of trends or problems in operations and maintenance prior to the development of a major safety concern. Among the various safety assurance activities overseen by the City Manager and CSO include:

- Fleet operations;
- Road supervision;
- Fleet maintenance;
- Drug and Alcohol Program;
- TAM;
- Resource planning;
- Internal operations reviews;
- Accident/incident investigations and other means to determine causal factors;
- Contractor safety efforts;
- Data collection and analysis; and
- Security activities.

It is the task of the CSO to monitor and measure the safety performance of operations through data provided from the various departments and report to the City Manager and Safety Committee periodically. Using collected data and assessing trends, we develop minimum performance standards to meet agency safety targets and goals. From there, we may create KPI that show us whether or not we are achieving our safety targets and goals. Selected data is accumulated and analyzed for ongoing trending and performance measurement, including fatalities, injuries to passengers and/or personnel, system reliability, and other safety related events. This data comes from various sources including, but are not limited to:

- Event reports;
- Observations of operations reports;
- Internal and external inspection, survey, and audit reports;
- Safety suggestions from employees and customers;
- Historical knowledge;

- Seasonal events and effects;
- Environmental considerations;
- New equipment or facility deployments;
- Fleet issues;
- Process reviews and audits;
- Training efforts; and
- Peer reviews.

For example, Liberty Transit conducts safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. An investigation report is prepared and sent to the Safety Committee for integration into their analysis of the event. The Safety Committee determines whether:

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

Monitoring and measurement of our Safety Assurance program establishes a baseline which we can use to compare criteria and conditions at other specific points in time. Once a baseline is established through monitoring and measurement, data can be used as criteria in evaluating operations to reduce risk and overall safety objective/goal achievement. Ongoing monitoring is built into our operations, performed continually, and responsive to change. Ongoing monitoring includes regular management and supervisory activities, comparisons, reconciliations, and other routine actions.

The CSO maintains a list of safety risk mitigations in a Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation. The CSO establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The CSO will endeavor to make use of existing processes and activities before assigning new information collection activities.

The CSO and Safety Committee review the performance of individual safety risk mitigations during Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The CSO will approve or modify this proposed course of action and oversee its execution.

4.2 Safety Performance Measures and Targets

Among the various KPI that we use are the four safety performance measures that are required by the National Public Transportation Safety Plan (NPTSP): Fatalities, Injuries, Safety Events and System Reliability, as defined below:

- o Fatalities – Total number of reportable¹ fatalities and rate per total vehicle revenue miles (VRM) by mode;
- o Injuries – Total number of reportable injuries and rate per total VRM by mode;
- o Safety Events – Total number of reportable events and rate per total VRM by mode; and
- o System Reliability – Mean distance between major mechanical failures by mode.

These safety performance measures are based on data submitted to the National Transit Database (NTD). Our annual performance targets for these measures for FY 2021 are as below on Error! Reference source not found.. These safety performance targets will be shared with HAMPO to aid in the planning process. Liberty Transit will coordinate with GDOT and HAMPO in the selection of State and MPO safety performance targets as requested. A member of HAMPO regularly attends the Liberty Transit Monthly Steering Committee Meeting to provide staff support. The CSO and representatives of the City also attend monthly HAMPO meetings. These various meetings are used as a way for Liberty Transit and HAMPO to stay in contact and connected.

Table 4 – FY 2021 Safety Performance Measures and Targets

Mode of Transit and Service	Fatalities (total)	Fatalities (per 100,000 VRM)	Injuries (total)	Injuries (per 100,000 VRM)	Safety Events (total)	Safety Events (per 100,000 VRM)	System Reliability (VRM/Failures)
Fixed Route Bus	0	0	0	0	3	4.5	3,982 miles
Demand Response ADA Paratransit	0	0	0	0	1	5.9	1,690 miles ²

¹ The thresholds for “reportable” fatalities, injuries, and events are defined in the NTD Safety and Security Reporting Manual.

² The Demand Response ADA Paratransit service is still in its first year of operation, therefore the System Reliability performance target was estimated based in part on the Fixed Route VRM.

5. Safety Promotion

Safety Promotion fosters a positive safety culture and improves safety performance by increasing safety awareness through training and communication. Appropriate training for all employees regardless of their position within the agency provides knowledge for a successful safety program. Through communication of lessons learned and safety performance data, employees are made aware of safety priorities and concerns as they relate to their individual job tasks and the entire organization.

5.1 Safety Training

All new and existing transit employees whether contracted or in-house undergo Safety Plan familiarization training. Employees at all levels of the agency (defined as both in-house and contracted) need to understand 1) what the Safety Plan is, 2) how it supports the agency's mission, and 3) what their specific individual Safety Plan responsibilities are. This core element of our comprehensive safety training program applies to all Liberty Transit employees directly responsible for safety, including:

- City Manager and CSO;
- Bus operators;
- Dispatchers;
- Maintenance technicians; and
- Managers and supervisors.

Liberty Transit has developed job specifications for all job classifications which require certain skills training in order for personnel to perform job functions safely. For certain positions this will include initial as well as refresher training. Our safety training programs include, but are not limited to, the following:

- Bus operator training;
 - o First Group is responsible for 40 hours of driver training in a classroom setting, and 80 hours in the vehicle. This training includes learning the following items:
 - Basic class in first aid
 - Driver sensitivity training with respect to meeting the needs of persons with disabilities
 - Passenger assistance techniques or comparable training
 - Drug and alcohol awareness training
 - Blood-borne pathogen training
 - National Safety Council defensive driving course
 - o Refresher training is conducted monthly in which supervisors are on the vehicle to conduct a safety inspection
 - o Operator Development Program (ODP) Classroom Training
- Bus maintainer training;
- Dispatcher training; and
- Supervisor training.
- De-escalation training

Refresher training programs are outlined in our individual departmental training syllabi. Liberty Transit and First Group maintain records of all employees upon hire and manage their progress through training, annual recertification and retraining if required.

5.2 Safety Communication

All employees, from the City Manager to frontline personnel, shall communicate the virtues and requirements of our Safety Plan and program elements. Safety communication activities ensure that all employees and contractors are aware of the following goals and responsibilities:

- The observance of all agency standard operating procedures, policies, and plans;
- The need to systematically identify safety hazards, mitigate risk and reduce fatalities and injuries resulting from transit operations;
- The need to reduce the injury incidence rate by minimizing exposure to unsafe conditions and reducing hazardous employee behavior;
- Providing safe and efficient transit services by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed; and
- Achieving 100 percent of scheduled routine inspections, preventative and regular maintenance work is completed on time, and essential repairs addressed in a designated time.

Further, we encourage employees and contractors to be mindful of their safety responsibilities, and we review various safety issues, recommendations, policies, etc. by various means which include but are not limited to:

- Employee Safety Reporting Program;
- Safety meetings;
 - First Group currently holds monthly safety meetings. The Liberty Transit Steering Committee meets and addresses any issues brought and reviews a safety report including Drug and Alcohol testing, accident reports, and any complaints;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails;
- Text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings; and
- Safety campaigns.

A positive safety culture focuses on finding and correcting systemic issues rather than finding someone or something to blame. A positive safety culture flourishes in an environment of trust, encouraging error-reporting and discouraging covering up mistakes. The need to address behavior that is malicious or recklessly negligent must be balanced with the need for a just culture that is not excessively punitive. A positive safety culture goes beyond simply adhering to procedures. It is demonstrated when employees carry out their duties correctly, with alertness, full knowledge, sound judgment, and a sense of accountability.

6. Annual Update Process

The CSO will review and update this Safety Plan annually. The updated version of the Plan will be signed by the City Manager and approved by the agency's Board of Directors. The newly authorized version will be reissued to all transit personnel for their perusal and comprehension. The Governing Body of Liberty Transit consists of a Steering Committee made up of the Mayors of the Three Cities that contribute to the program on a per-population based share (City of Hinesville, City of Walthourville, and City of Flemington). The Steering Committee is responsible for approving all items and reports. The City of Hinesville serves as the Transit System's Fiscal Agent and grant administrator and approves contracts and agreements after approval of the Steering Committee has been received.

Liberty Transit will maintain all documents that are related to the implementation of this Safety Plan and results from SMS processes and activities. These documents will be made available upon request by the FTA or other related federal entity. All such documents will be maintained for a minimum of three years after they are created.

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Appendix A: PTASP Relationship to Other Federal Laws & Regulations

1. Public Transportation Safety Program Rule - 49 U.S.C. § 5329

The Public Transportation Safety Program Rule establishes substantive and procedural rules for FTA's administration of the Public Transportation Safety Program authorized by 49 U.S.C. § 5329. The rule establishes FTA's SMS approach to the development and implementation of the Safety Program. Further, it sets rules of practice for the FTA's enforcement authority and describes the contents of a National Public Transportation Safety Plan.

National Public Transportation Safety Plan (NPTSP)- section 5329(b)

Through the NPTSP, the FTA has adopted the principles and methods of SMS as the basis for enhancing the safety of public transportation in the United States. The NPTSP is a policy document, communications tool, and a repository of standards, guidance, best practices, tolls, technical assistance, and other resources.

This Safety Plan was written in accordance to the Public Transportation Safety Program Rule and the NPTSP.

2. Public Transportation Agency Safety Plan (PTASP) Rule - 49 CFR Part 673

The Federal Transit Administration (FTA) published a final rule for PTASP as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21). This final rule requires States and certain operators of public transportation systems that receive Federal financial assistance under Urbanized Area Formula Program (49 U.S.C. § 5307) to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). Transit operators must certify they have a safety plan, meeting the requirements of the rule, in place by July 20, 2020.

3. Transit Asset Management (TAM) Rule - 49 CFR Part 625

The PTASP final rule applies to only Section 5307 recipients and sub-recipients, and the TAM rule applies to all operators of public transit. However, the two plans can support one another by providing useful data for agency use and NTD reporting. Pursuant to 49 C.F.R. Part 625, condition assessments were performed as part of safety risk management and safety assurance activities. The results of TAM condition assessments, and subsequent SMS analysis can help prioritize a transit agency's TAM Plan elements. Condition assessments help identify potential safety issues, which could undergo a safety risk assessment as part of safety risk management. Further, TAM data and analysis can also be used for performance monitoring and measurement as part of safety assurance. Results of safety risk assessments and safety performance monitoring and measurement can guide the prioritization of an asset for repair or replacement.

4. National Transit Database (NTD) Rule 49 U.S.C 5335(a)

Transit agency's receiving funding from the Urbanized Area Formula Program (5307) or Rural Formula Program (5311) are required to submit data to the NTD in uniform categories. Agencies submit reports to NTD each fiscal year. The PTASP rule and NTD reporting rule are related, as both rules require agencies to track data based on the same data points; fatalities, injuries and safety events per total revenue vehicle mile by mode, with the additional requirement of mean distance between major mechanical failures.

Appendix B: Approval by Governing Body

Agency Name: **Liberty Transit**

I hereby certify on behalf of Liberty Transit,
(Agency Name)

that on December, 2022, the 15th

City of Hinesville approved the enclosed
(Name of governing Board)

Agency Safety Plan in accordance with 49 CFR 673.11(a)(1).

Signature of Authorized Official: _____

Printed Name and Title: Kenneth Howard, City Manager

Date: _____

Appendix C: GDOT Plan Certification

[ATTACH CERTIFICATION LETTER]

CITY OF HINESVILLE

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
HINESVILLE, GEORGIA APPROVING THE LIBERTY TRANSIT PUBLIC TRANSIT
SAFETY AGENCY PLAN**

WHEREAS, The Federal Transit Authority requires all agencies that receive 5307 Transit funds adopt a formal Public Transportation Agency Safety Plan;

WHEREAS, The Liberty Transit public transportation system receives 5307 Transit funds;

WHEREAS, The City of Hinesville serves as the administrative and fiscal authorized agent for Liberty Transit;

WHEREAS, The attached Public Transit Safety Agency Plan was developed by the Georgia Department of Transportation (GDOT), and Liberty Transit to comply with Federal Transit Authority Part 673 requirements;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City approves the Public Transit Safety Agency Plan.
2. That the City of Hinesville hereby approves this Resolution.

APPROVED this 15th day of, December 2022.

Allen Brown, Mayor

Keith Jenkins, Mayor Pro Tem

Diana F. Reid, Councilmember

Jason R. Floyd, Councilmember

Vicky C. Nelson

Karl A. Riles, Councilmember

ATTEST:

Lia Jones, City Clerk



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Liberty Co. Tax Commissioner
Proposed Amendment #2022-13
Prepared by: Lia Jones
Presented by: Kenneth Howard

PURPOSE: Pursuant to O.C.G.A. § 48-5-359.1 (a), the City and County are authorized and desire to contract, subject to approval of the Tax Commissioner, for the said Tax Commissioner: to prepare the tax digest of the City; to assess and collect municipal taxes in the same manner as county taxes; and for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. LCTC Agreement_Redline Changes
2. LCTC Agreement_Final

PREVIOUS COUNCIL DISCUSSION:

AGREEMENT FOR THE COLLECTION OF MUNICIPAL TAXES
PURSUANT TO O.C.G.A. § 48-5-359.1(a)

Dated and effective as of the 1st day of January, 20~~205~~

Between

Liberty County, Georgia,

a political subdivision of the State of Georgia,

And

City of Hinesville, Georgia.

a municipal corporation created and existing under the laws of the State of Georgia,

And

Virgil M. Jones.

the duly elected Tax Commissioner of Liberty County, Georgia

THIS AGREEMENT FOR THE COLLECTION OF MUNICIPAL TAXES PURSUANT TO O.C.G.A. § 48-5-359.1(a) is made and entered into as of the 1st day of January, 2005, by and between LIBERTY COUNTY, GEORGIA, a political subdivision of the State of Georgia, with its offices being at 112 N. Main Street, Hinesville, Liberty County, Georgia (hereinafter referred to as the "County"), CITY OF HINESVILLE, GEORGIA, a municipal corporation created and existing under the laws of the State of Georgia, with its offices being at 115 E. M.L. King Jr. Blvd., Hinesville, Liberty County, Georgia (hereinafter referred to as the "City"), and VIRGIL M. JONES, the duly elected Tax Commissioner of Liberty County, Georgia (hereinafter referred to as the "Tax Commissioner").

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. § 48-5-359.1 (a), the City and County are authorized and desire to contract, subject to approval of the Tax Commissioner, for the said Tax Commissioner: (i) to prepare the tax digest of the City; (ii) to assess and collect municipal taxes in the same manner as county taxes; and (iii) for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes; and

WHEREAS, the Tax Commissioner is willing to provide such services to the City, provided that the City compensate him for such additional duties and responsibilities as set forth hereinbelow; and

WHEREAS, the City and County have determined that such arrangement will preserve public funds, better provide for the efficient and proper collection of taxes due and payable to the City, and otherwise benefit the public; and

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

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto mutually agree and bind themselves as follows:

1. Replacing Prior Agreements. Any and all agreements, understandings, or contracts that may presently exist between the parties regarding the subject matter hereof, whether written or oral, are hereby mutually rescinded, canceled, and annulled.

2. Services Provided. During the term of this Agreement, the Tax Commissioner is hereby empowered to, and to the best of his ability shall:

(1) upon the millage rate being fixed and determined by the governing authority of the City each year, prepare the tax digest for the City as required by law;

(2) assess, bill, and collect municipal taxes for the City in the same manner as county taxes (it being understood and agreed that the collection of municipal taxes hereunder shall not include those taxes due the City prior to November 1, 2001 unless otherwise agreed to by the parties hereto);

(3) for the purpose of collecting such municipal taxes, invoke any remedy permitted for collection of municipal taxes;

(4) account for and remit to the City all municipal taxes collected pursuant to this Agreement, together with all interest thereon, whether owing to delinquency or earned while in the possession of the Tax Commissioner, and penalties attributable thereto, if any, no less than ~~weekly~~ monthly as may be hereafter specifically agreed upon by the City and the Tax Commissioner (it being understood and agreed that, in the event a tax bill is partially paid, the Tax Commissioner will remit to the City only a prorated amount based upon its percentage share of the whole tax amount due);

Commented [KR1]: We currently do this monthly.
Change is to modify IGA to our practices

(5) timely prepare and file Georgia Department of Revenue ("GDOR") Form PT-553C, known as the "Homeowner Tax Relief Grant Certification," in accordance with O.C.G.A. § 36-89-4 et seq. and related regulations (to include, but not limited to, GDOR Reg. 560-11-2-.57); and

(6) work with the City in the reconciliation of the then current year digest and prior digest.

The duties and responsibilities described in subparagraphs (1) through (6) hereinabove shall be collectively referred to herein as the "Tax Services," and shall at all times during the

term of this Agreement be faithfully and industriously performed by the Tax Commissioner as this Agreement and the laws and Constitution of the State of Georgia may require.

3. Term of Agreement: Termination.

(a) *Term.* Unless sooner terminated as authorized hereinbelow, this Agreement shall commence on January 1, 2005 and terminate on December 31, 2005, provided, however, that this Agreement shall be automatically renewed on such termination date and on an annual basis thereafter not to exceed fifty (50) years, unless either the City, the County, or the Tax Commissioner notifies the other party(ies) of his or its wish to terminate this Agreement as set forth below in subparagraphs 3(b) or 3(c).

(b) *Termination Generally.* Notwithstanding any other provision of this Agreement to the contrary, the County, the City, or the Tax Commissioner may terminate this Agreement at any time during its term, for any or no reason, with or without cause, upon ~~ninety (90) days~~ 12 months written notice to the other party(ies) of his or its intent to so terminate.

(c) *Termination for Reasonable Cause.* In addition to, and not by limitation of, those rights of termination specified in subparagraph 3(b) hereinabove, this Agreement may also be terminated by the County or the City, or the Tax Commissioner at any time upon seven (7) days' prior written notice following a good faith determination by the governing authority of said entity that "reasonable cause" exists for such termination. "Reasonable Cause" shall be defined for the purposes of this Agreement as being:

(i) Any act or omission which reasonably constitutes dishonesty, fraud, deceit, gross negligence, willful misconduct or recklessness; or

(ii) Inattention to, neglect of, or any other failure to competently perform the duties and responsibilities described hereunder in the manner and to the extent required in this Agreement, and failure to cure or otherwise satisfactorily address the same following ten (10) days' written notice thereof.

Upon the termination of this Agreement, neither party shall thereafter have any further rights, duties or obligations under this Agreement, but each party shall remain liable and responsible to the other for all obligations and duties hereunder accruing prior to said termination and for all acts and omissions of such party prior to such termination, provided, however, that the City and Tax Commissioner shall continue to collect taxes for the current tax year to the extent payment for the same has been remitted to the County and Tax Commissioner for such services. The City, the County, and the Tax Commissioner shall fully cooperate with one another to ensure that (i) all documents, accounts, and other records maintained hereunder are furnished to the City to the extent required by law or otherwise reasonably requested by the City; (ii) any and all audits or other accountings required by this Agreement or the laws of the State of Georgia are satisfactorily completed; and (iii) the future assessment and/or collection of municipal taxes is in no way materially jeopardized.

4. Payment to County. During the term of this Agreement, the City shall pay to the County a sum of ONE AND ~~001100~~ (\$1.00) DOLLAR for each parcel of real estate lying within the City for which a tax bill is issued by the Tax Commissioner hereunder; provided, however that the annual aggregate amount paid by the City to the County by virtue of this Paragraph 4 shall in no event exceed an amount equal to FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS (the "Maximum County Cost"). Payment by the City to the County hereunder shall be made annually following billing of municipal taxes by check to the County Financial Officer, and based upon a written certificate or other appropriate record of the Tax Commissioner indicating the number of qualifying tax bills which were issued during such period. It is further acknowledged that the amounts paid pursuant to this Paragraph 4 substantially approximate the cost to the County of providing, through its Tax Commissioner, the Tax Services described in this Agreement.

5. Payment to Tax Commissioner. In consideration of the additional duties and responsibilities assumed by the Tax Commissioner under this Agreement, the City shall pay to the Tax Commissioner during the term hereof a sum of ~~ONE AND 25/100 (\$1.25)~~ TWO AND 40/100 (\$2.40) DOLLARS for each parcel of real estate, personal property, mobile home and timber for which a tax bill is issued by the Tax Commissioner hereunder; it being acknowledged by all parties that such payments shall be in addition to all other compensation provided by law to be paid to the Tax Commissioner. Payment by the City to the Tax Commissioner under this Paragraph 5 shall be made monthly. Notwithstanding the foregoing, it is further understood and agreed that the City shall further allocate said monthly installments to other qualifying personnel within the Office of the Tax Commissioner as may be directed by the Tax Commissioner from time to time upon such conditions as may be agreed upon between the City and the Tax Commissioner; provided, however, that in no event shall the total payments made pursuant to this Paragraph 5 be increased in any way by such allocation.

6. Out-of-Pocket Expenses; Necessary Equipment. Notwithstanding any other provision in this Agreement to the contrary, the City shall, within ten (10) calendar days following written request thereof from the County, reimburse to the County any and all costs, fees, and expenses, of whatever nature, reasonably required by third-parties and incurred by either the County or the Tax Commissioner by reason of the Tax Services provided hereunder. By way of illustration only, such third-party costs, fees, and expenses may include, but are not limited to (i) attorney fees, litigation expenses, costs of any public sale and related notice publications required in connection with the collection of municipal taxes; (ii) fees, costs, and expenses charged by any financial institution(s) in connection with the holding and maintenance of municipal taxes; and (iii) fees, costs, and expenses incurred by the County and attributable to any audit or similar examination conducted by the County's independent auditors pursuant to Paragraph 8 hereinbelow, provided however additional costs, if any, related to these services shall be mutually agreed upon by both parties prior to obligation. Additionally, in the event the purchase of new or replacement office equipment, computer enhancements, software, or similar items is made necessary in order to properly perform the Tax Services described herein, the City and County shall negotiate in good faith such purchase(s) and their respective contribution thereto (prior to acquisition). All monies paid by

the City under this Paragraph 6, if any, shall be in addition to those amounts required elsewhere in this Agreement, to include, without limitation, Paragraphs 4 and 5 hereof.

7. Reporting. During the term of this Agreement, the Tax Commissioner shall make available to the City certain reports and documents as follows:

(a) On a date or dates mutually agreed upon by the City, the County, and the Tax Commissioner, the Tax Commissioner shall annually provide to the City:

- (1) Preliminary tax digest totals including totals by category and grand totals;
- (2) List of exempt real and personal property accounts, whether due to freeport, homestead, disabled veteran, or other exemption authorized by law which includes a total of the exemptions by category and a total of all exemptions;
- (3) List of tax assessments by classification;
- (4) List of real and personal property accounts under appeal with a total for each category and a grand total upon receipt the listing of such appeals from the Liberty County Board of Tax Assessors;
- (5) A report effectively providing an execution docket of all unpaid accounts as of October 31st of each year (to include, without limitation, tax map and parcel number, bill number, taxpayer name, and tax amount); and
- (6) A detailed tax digest and binder after tax billing.

(b) ~~Weekly~~Monthly, a report detailing the municipal taxes collected and remitted to the City, together with such other type of information regularly provided to the County in connection with similar payments, as well as the following if not so included:

- (1) List of allowances for errors;
- (2) List of refunds made;
- (3) List of partial payments;
- (4) Breakdown of payments indicating amounts remitted by reason of principal tax, interest and penalties thereon, and interest earned on such amounts while in the custody of the Tax Commissioner;
- (5) NOD accounts;
- (6) Errors and releasing for existing accounts;
- (7) Summary of collections by classification and tax year; and
- (8) List of paid accounts (to include, without limitation, tax map and parcel number, bill number, taxpayer name, and tax amount).

The foregoing shall be provided in addition to any and all other reports, digests or documents required by this Agreement or the laws of the State of Georgia, but may be made a part of or otherwise included therein.

8. Mutual Cooperation; Audit. The City, County, and Tax Commissioner shall each cooperate with the others to the extent necessary to fully effectuate the intent and purpose of this Agreement, and shall make available to the others for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement. Without limiting the generality of the foregoing, it is specifically agreed that the County and the Tax Commissioner shall permit access to the City and its auditors or similar agents for the purpose of the City's annual audit or for other good and sufficient cause made necessary by this Agreement. Additionally or alternatively, should the City so request, the County's independent auditors shall confirm annually to the City the accuracy of the municipal taxes collected and paid to the City under this Agreement.

9. Tax Schedule; Unitary Billing. The City hereby agrees to cooperate with the Tax Commissioner, the County, the Board of Assessors, the Board of Education, the Hospital Authority, and the Industrial Authority of Liberty County in establishing and observing a schedule of dates necessary for the efficient and proper assessment and collection of all taxes due the aforementioned entities; it being understood and agreed that all taxes shall be billed simultaneously notwithstanding the failure of any one entity to fully and timely comply with such schedule.

10. Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

11. Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

12. Waiver. No failure by any party hereto to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and no party may waive any of its rights, except by a written instrument executed by such party. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. The parties further acknowledge that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement, and no party has

executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

14. Neutral 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 attached to or otherwise specifically referenced in this Agreement is and shall be construed to be made a part of this Agreement by such reference or attachment at each point at which such reference or other mention occurs, in the same manner and with the same effect as if fully set forth herein.

15. Governing Law; Venue. THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF GEORGIA AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

17. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. All references to paragraph or subparagraphs shall be deemed references to paragraphs and subparagraphs of this Agreement, and unless otherwise specified the terms "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used. Additionally, paragraph and subparagraph headings herein are for purposes of convenience only and shall not affect the meaning or interpretation of any provision or term of this Agreement.

18. 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 party 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: ~~Billy Edwards~~
Kenneth K. Howard

If to the County:

Liberty County, Georgia
Attn: Joseph W. Brown

115 E. Martin Luther King Jr. Drive
Hinesville, Georgia 31313

112 N. Main Street
Hinesville, Georgia 31313

If to Tax Commissioner:

Virgil M. Jones
Tax Commissioner of Liberty County
112 N. Main Street, First Floor
Hinesville, Georgia 31313

19. 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 all the parties hereto. 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, successors in office, and permitted assigns.

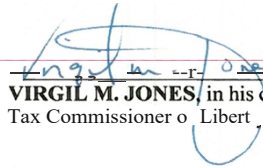
20. No Third-Party Beneficiaries. This Agreement is made between and limited to the legal entities and persons executing the same, and is not intended, and shall in no event be construed to be, for the benefit of any person(s) other than such signatories, and no other person(s), whether residing in Hinesville, Liberty County, Georgia or not, 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.

21. Time of the Essence; Computation of Time. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

[Signatures Appear on Following Pages]

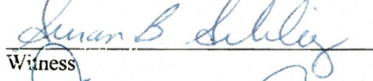
[Agreement Pursuant to O.C.G.A. § 48-5-359.1 (a) - Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year shown above, and the same shall be considered binding all such parties in accordance with the foregoing provisions.

 (SEAL)
VIRGIL M. JONES, in his capacity as
Tax Commissioner of Liberty County, Georgia

Commented [KR2]: update these signature pages

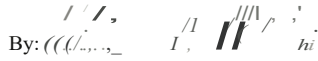
Signed, sealed and delivered in
the presence of as to Tax Commissioner:


Witness


Notary Public My Commission Expires August 24, 20
My Commission Expires: _____
(NOTARY SEAL)

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

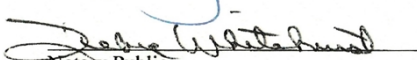
(OFFICIAL SEAL)

By: 
John D. Mciver, Chairman

Attest: 
Joseph W. Brown, County Administrator

Signed, sealed and delivered in
the presence of as to County:


Witness

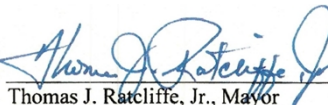

Notary Public
My Commission Expires
(NOTARY SEAL)

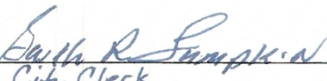


[Agreement Pursuant to O.C.G.A. § 48-5-359.1(a) - Signatures Continued]

CITY OF HINESVILLE, GEORGIA, a
Georgia municipal corporation

(CORPORATE SEAL)

By: 
Thomas J. Ratcliffe, Jr., Mayor

Attest: 
Its: City Clerk

Signed, sealed and delivered in
the presence of as to City:


Witness

Public no. a f • E .
My Commission Expires: my commission expires January 6, 2007
(NOTARY SEAL)

[Balance of Page Left Blank Intentionally]

AGREEMENT FOR THE COLLECTION OF MUNICIPAL TAXES PURSUANT TO
O.C.G.A. § 48-5-359.1 (a)

Dated and effective as of the 1st day of January, 2023 Between Liberty County, Georgia, a political subdivision of the State of Georgia, and City of Hinesville, Georgia, a municipal corporation created and existing under the laws of the State of Georgia, and Virgil M. Jones the duly elected Tax Commissioner of Liberty County, Georgia

THIS AGREEMENT FOR THE COLLECTION OF MUNICIPAL TAXES PURSUANT TO O.C.G.A. § 48-5-359.1(a) is made and entered into as of the 1st day of January, 2023, by and between LIBERTY COUNTY, GEORGIA, a political subdivision of the State of Georgia, with its offices being at 112 N. Main Street, Hinesville, Liberty County, Georgia (hereinafter referred to as the "County"), CITY OF HINESVILLE, GEORGIA, a municipal corporation created and existing under the laws of the State of Georgia, with its offices being at 115 E. M.L. King Jr. Blvd., Hinesville, Liberty County, Georgia (hereinafter referred to as the "City"), and VIRGIL M. JONES, the duly elected Tax Commissioner of Liberty County, Georgia (hereinafter referred to as the "Tax Commissioner").

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. § 48-5-359.1 (a), the City and County are authorized and desire to contract, subject to approval of the Tax Commissioner, for the said Tax Commissioner: (i) to prepare the tax digest of the City; (ii) to assess and collect municipal taxes in the same manner as county taxes; and (iii) for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes; and,

WHEREAS, the Tax Commissioner is willing to provide such services to the City, provided that the City compensate him for such additional duties and responsibilities as set forth hereinbelow; and,

WHEREAS, the City and County have determined that such arrangement will preserve public funds, better provide for the efficient and proper collection of taxes due and payable to the City, and otherwise benefit the public; and,

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

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto mutually agree and bind themselves as follows:

I. Replacing Prior Agreements. Any and all agreements, understandings, or contracts that may presently exist between the parties regarding the subject matter hereof, whether written or oral, are hereby mutually rescinded, canceled, and annulled.

II. Services Provided. During the term of this Agreement, the Tax Commissioner is hereby empowered to, and to the best of his ability shall:

(A) upon the millage rate being fixed and determined by the governing authority of the City each year, prepare the tax digest for the City as required by law;

(B) assess, bill, and collect municipal taxes for the City in the same manner as county taxes (it being understood and agreed that the collection of municipal taxes hereunder shall not include those taxes due the City prior to November 1, 2001 unless otherwise agreed to by the parties hereto);

(C) for the purpose of collecting such municipal taxes, invoke any remedy permitted for collection of municipal taxes;

(D) account for and remit to the City all municipal taxes collected pursuant to this Agreement, together with all interest thereon, whether owing to delinquency or earned while in the possession of the Tax Commissioner, and penalties attributable thereto, if any, no less than monthly as may be hereafter specifically agreed upon by the City and the Tax Commissioner (it being understood and agreed that, in the event a tax bill is partially paid, the Tax Commissioner will remit to the City only a prorated amount based upon its percentage share of the whole tax amount due);

(E) timely prepare and file Georgia Department of Revenue ("GDOR") Form PT- 553C, known as the "Homeowner Tax Relief Grant Certification," in accordance with O.C.G.A. § 36-89-4 et seq. and related regulations (to include, but not limited to, GDOR Reg. 560-11-2-.57); and

(F) work with the City in the reconciliation of the then current year digest and prior digest.

The duties and responsibilities described in subparagraphs (A) through (F) hereinabove shall be collectively referred to herein as the "Tax Services," and shall at all times during the term of this Agreement be faithfully and industriously performed by the Tax Commissioner as this Agreement and the laws and Constitution of the State of Georgia may require.

III. Term of Agreement: Termination.

(a) Term. Unless sooner terminated as authorized hereinbelow, this Agreement shall commence on January 1, 2023 and terminate on December 31, 2023, provided, however, that this Agreement shall be automatically renewed on such termination date and on an annual basis thereafter not to exceed fifty (50) years, unless either the City, the County, or the Tax Commissioner notifies the other party(ies) of his or its wish to terminate this Agreement as set pursuant to subsections 3(b) or 3(c) of this Section.

(b) Termination Generally. Notwithstanding any other provision of this Agreement to the contrary, the County, the City, or the Tax Commissioner may terminate this Agreement

at any time during its term, for any or no reason, with or without cause, upon 12 months written notice to the other party(ies) of his or its intent to so terminate.

- (c) Termination for Reasonable Cause. In addition to, and not by limitation of, those rights of termination specified in subsection 3(b) of this Section, this Agreement may also be terminated by the County or the City, or the Tax Commissioner at any time upon seven (7) days prior written notice following a good faith determination by the governing authority of said entity that "reasonable cause" exists for such termination. "Reasonable Cause" shall be defined for the purposes of this Agreement as being:

- 1) Any act or omission which reasonably constitutes dishonesty, fraud, deceit, gross negligence, willful misconduct or recklessness; or
- 2) Inattention to, neglect of, or any other failure to competently perform the duties and responsibilities described hereunder in the manner and to the extent required in this Agreement, and failure to cure or otherwise satisfactorily address the same following ten (10) days' written notice thereof.

Upon the termination of this Agreement, neither party shall thereafter have any further rights, duties or obligations under this Agreement, but each party shall remain liable and responsible to the other for all obligations and duties hereunder accruing prior to said termination and for all acts and omissions of such party prior to such termination, provided, however, that the City and Tax Commissioner shall continue to collect taxes for the current tax year to the extent payment for the same has been remitted to the County and Tax Commissioner for such services. The City, the County, and the Tax Commissioner shall fully cooperate with one another to ensure that (i) all documents, accounts, and other records maintained hereunder are furnished to the City to the extent required by law or otherwise reasonably requested by the City; (ii) any and all audits or other accountings required by this Agreement or the laws of the State of Georgia are satisfactorily completed; and (iii) the future assessment and/or collection of municipal taxes is in no way materially jeopardized.

IV. Consideration and Reimbursement of Costs.

- (a) Payment to County. During the term of this Agreement, the City shall pay to the County a sum of ONE AND 00/100 (\$1.00) DOLLAR for each parcel of real estate lying within the City for which a tax bill is issued by the Tax Commissioner hereunder; provided, however that the annual aggregate amount paid by the City to the County by virtue of this Section 4 shall in no event exceed an amount equal to FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS (the "Maximum County Cost"). Payment by the City to the County hereunder shall be made annually following billing of municipal taxes by check to the County Financial Officer and based upon a written certificate or other appropriate record of the Tax Commissioner indicating the number of qualifying tax bills which were issued during such period. It is further acknowledged that the amounts paid pursuant to this Section 4 substantially approximate the cost to the County of

providing, through its Tax Commissioner, the Tax Services described in this Agreement.

- (b) Payment to Tax Commissioner. In consideration of the additional duties and responsibilities assumed by the Tax Commissioner under this Agreement, the City shall pay to the Tax Commissioner during the term hereof a sum of TWO AND 40/100 DOLLARS (\$2.40) for each parcel of real estate, personal property, mobile home and timber for which a tax bill is issued by the Tax Commissioner hereunder; it being acknowledged by all parties that such payments shall be in addition to all other compensation provided by law to be paid to the Tax Commissioner. Payment by the City to the Tax Commissioner pursuant to this subsection (b) of Section 5 shall be made monthly. Notwithstanding the foregoing, it is further understood and agreed that the City shall further allocate said monthly installments to other qualifying personnel within the Office of the Tax Commissioner as may be directed by the Tax Commissioner from time to time upon such conditions as may be agreed upon between the City and the Tax Commissioner; provided, however, that in no event shall the total payments made pursuant to this subsection (b) of Section 5 be increased in any way by such allocation.
- (c) Out-of-Pocket Expenses; Necessary Equipment. Notwithstanding any other provision in this Agreement to the contrary, the City shall, within ten (10) calendar days following written request thereof from the County, reimburse to the County any and all costs, fees, and expenses, of whatever nature, reasonably required by third parties and incurred by either the County or the Tax Commissioner by reason of the Tax Services provided hereunder. By way of illustration only, such third-party costs, fees, and expenses may include, but are not limited to (i) attorney fees, litigation expenses, costs of any public sale and related notice publications required in connection with the collection of municipal taxes; (ii) fees, costs, and expenses charged by any financial institution(s) in connection with the holding and maintenance of municipal taxes; and (iii) fees, costs, and expenses incurred by the County and attributable to any audit or similar examination conducted by the County's independent auditors pursuant to Section VI hereinbelow, provided however additional costs, if any, related to these services shall be mutually agreed upon by both parties prior to obligation. Additionally, in the event the purchase of new or replacement office equipment, computer enhancements, software, or similar items is made necessary in order to properly perform the Tax Services described herein, the City and County shall negotiate in good faith such purchase(s) and their respective contribution thereto (prior to acquisition). All monies paid by the City under this Paragraph 6, if any, shall be in addition to those amounts required elsewhere in this Agreement, to include, without limitation, Paragraphs 4 and 5 hereof.

V. Reporting.

(a) During the term of this Agreement, the Tax Commissioner shall make available to the City certain reports and documents as follows:

(1) On a date or dates mutually agreed upon by the City, the County, and the Tax Commissioner, the Tax Commissioner shall annually provide to the City:

(A) Preliminary tax digest totals including totals by category and grand totals;

(B) List of exempt real and personal property accounts, whether due to freeport, homestead, disabled veteran, or other exemption authorized by law which includes a total of the exemptions by category and a total of all exemptions;

(C) List of tax assessments by classification;

(D) List of real and personal property accounts under appeal with a total for each category and a grand total upon receipt the listing of such appeals from the Liberty County Board of Tax Assessors;

(E) A report effectively providing an execution docket of all unpaid accounts as of October 31st of each year (to include, without limitation, tax map and parcel number, bill number, taxpayer name, and tax amount); and

(F) A detailed tax digest and binder after tax billing.

(2) Monthly, a report detailing the municipal taxes collected and remitted to the City, together with such other type of information regularly provided to the County in connection with similar payments, as well as the following if not so included:

(A) List of allowances for errors;

(B) List of refunds made;

(C) List of partial payments;

(D) Breakdown of payments indicating amounts remitted by reason of principal tax, interest and penalties thereon, and interest earned on such amounts while in the custody of the Tax Commissioner;

(E) NOD accounts;

(F) Errors and releasing for existing accounts;

(G) Summary of collections by classification and tax year; and

(H) List of paid accounts (to include, without limitation, tax map and parcel number, bill number, taxpayer name, and tax amount).

The foregoing shall be provided in addition to any and all other reports, digests or documents required by this Agreement or the laws of the State of Georgia but may be made a part of or otherwise included therein.

VI. Mutual Cooperation; Audit. The City, County, and Tax Commissioner shall each cooperate with the others to the extent necessary to fully effectuate the intent and purpose of this Agreement and shall make available to the others for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement. Without limiting the generality of the foregoing, it is specifically agreed that the County and the Tax Commissioner

shall permit access to the City and its auditors or similar agents for the purpose of the City's annual audit or for other good and sufficient cause made necessary by this Agreement. Additionally, or alternatively, should the City so request, the County's independent auditors shall confirm annually to the City the accuracy of the municipal taxes collected and paid to the City under this Agreement.

VII. Tax Schedule; Unitary Billing. The City hereby agrees to cooperate with the Tax Commissioner, the County, the Board of Assessors, the Board of Education, the Hospital Authority, and the Industrial Authority of Liberty County in establishing and observing a schedule of dates necessary for the efficient and proper assessment and collection of all taxes due the aforementioned entities; it being understood and agreed that all taxes shall be billed simultaneously notwithstanding the failure of any one entity to fully and timely comply with such schedule.

VIII. Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

IX. Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

X. Waiver. No failure by any party hereto to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and no party may waive any of its rights, except by a written instrument executed by such party. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

XI. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. The parties further acknowledge that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement, and no party has executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

XII. Neutral 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 1s being deemed to have drafted or structured such provision. Each and every exhibit attached to or otherwise specifically referenced in this Agreement is and shall be construed to be made a part of this Agreement by such reference or attachment at each point at which such reference or other mention occurs, in the same manner and with the same effect as if fully set forth herein.

XIII. Governing Law; Venue. THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF GEORGIA AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

XIV. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

XV. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. All references to paragraph or subparagraphs shall be deemed references to paragraphs and subparagraphs of this Agreement, and unless otherwise specified the terms "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used. Additionally, paragraph and subparagraph headings herein are for purposes of convenience only and shall not affect the meaning or interpretation of any provision or term of this Agreement.

XVI. 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 party 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, Georgia
Attn: Kenneth Howard
115 E. Martin Luther King Jr. Dr.
Hinesville, Georgia 31313

If to the County:

Liberty County, Georgia
Attn: Joseph Brown
112 N. Main Street
Hinesville, Georgia 31313

If to Tax Commissioner:

Virgil M. Jones

Tax Commissioner of Liberty County, Georgia

112 N. Main Street, First Floor

Hinesville, Georgia 31313

XVII. 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 all the parties hereto. 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, successors in office, and permitted assigns.

XVIII. No Third-Party Beneficiaries. This Agreement is made between and limited to the legal entities and persons executing the same, and is not intended, and shall in no event be construed to be, for the benefit of any person(s) other than such signatories, and no other person(s), whether residing in Hinesville, Liberty County, Georgia or not, 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.

XIX. Time of the Essence; Computation of Time. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[Agreement Pursuant to O.C.G.A. § 48-5-359.1 (a) - Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year shown above, and the same shall be considered binding all such parties in accordance with the foregoing provisions.

This ____ day of January, 2023.

_____(SEAL)
Virgil Jones in his capacity as Tax Commissioner
of Liberty County

_____(SEAL)
JOSEPH BROWN on behalf of LIBERTY COUNTY,
GEORGIA, a political subdivision of the State of Georgia

Signed, sealed and delivered
in the presence of as to County:

Witness

Notary (SEAL)
My commission expires: _____

CITY OF HINESVILLE, GEORGIA, a Georgia municipal
corporation

By: _____
Allen Brown, Mayor

Attest: _____

Position: _____

Signed, sealed, and delivered in
the presence of as to City:

Witness

Notary (SEAL)
My commission expires: _____



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: In-House Probation Service Agreement #2022-14
Prepared by: Lia Jones
Presented by: Kenneth Howard

PURPOSE: To present the Probation Service Agreement to the Mayor and Council between the City of Hinesville and the Hinesville Municipal Court for the operation of the In-House Probation Services.

BACKGROUND: The City is required to have a Probation Service Agreement to allow the In-House probation department to operate the supervision of people appearing in court and cannot pay their fines or the court has sentenced other requirements.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Probation Contract with additions
2. Previous Probation Contract
3. Service Agreement Checklist

PREVIOUS COUNCIL DISCUSSION: December 21, 2017

**PROBATION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF
HINESVILLE
AND
THE JUDGE OF THE HINESVILLE MUNICIPAL COURT**

This Probation Services Agreement, which shall hereinafter be referred to as ("Agreement"), is made and entered into this [Insert Date] day [Insert Month], [Insert Year] by and between the City of Hinesville, Georgia, a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and City Council of the City of Hinesville (hereafter referred to as "City") and the Presiding Judge of the City of Hinesville Municipal Court under the specific authority of O.C.G.A. § 42-8-100(H)(2);

WITNESSETH

WHEREAS, the City is a municipal corporation chartered and existing under the laws of the State of Georgia;

WHEREAS, Kenneth D. Pangburn is the Judge of the City of Hinesville Municipal Court;

NOW THEREFORE, in consideration of the mutual undertakings and covenants contained herein, and for other and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Hinesville and the City of Hinesville Municipal Court hereby enter into this Agreement on the terms and conditions provided herein as follows:

1. The City of Hinesville Municipal Probation Office shall provide services for the supervision, counseling and collection of court-ordered fines of probationers assigned to the probation entity by the City of Hinesville Municipal Court (hereinafter "the Court").
2. Any employee, agent or volunteer who provides any service to offenders or has access to probation entity records, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 105-2-.09 of the Department of Community Supervision (hereafter known as 'MPOU').
3. Any person employed as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 105-2-.09 of MPOU; provided, however, any person employed as a probation officer by the City as of March 1, 2006 shall be exempt from the college requirements of said rule.
4. All employees shall submit to a criminal records check in accordance with MPOU policy and Rule 105-2-.10.

5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU, in accordance with Rule 105-2.12. All administrative staff shall complete a 16-hour initial orientation program within six (6) months of appointment and 8-hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU, in accordance with Rule 105-2.12.
6. Supervision levels shall consist of Supervised Probation and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The Probation Office shall maintain a caseload level of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court. **The staff is two probation officers. Each probation officer will supervise no more than 300 regular, active cases.**
7. All Court ordered fines, fees, and restitution shall be paid by cash, check, money order, credit card or debit card. The person making the payment shall be given a computer-generated receipt from the Probation Management system, which shall list the amount paid and the balance due for that particular case. All monies collected by the probation department shall be remitted to the City of Hinesville Finance Department on the next business day following collection.
8. Persons deemed indigent by the Court shall be supervised at no cost to the offender. The Probation Office will provide a community service program for fines at the rate of \$8.00 per hour as established by the Court. This work will be assigned to be completed for the City of Hinesville.
9. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will place a telephone call to the violator if they fail to report or make a payment, mail a pre-warrant letter, or show cause order to appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.
10. The probation entity shall provide reports to the Court once per month and to MPOU once per quarter, in accordance with Rule 105-2-.13 of MPOU.
11. **The city shall maintain individual files for each offender (hereinafter "Offender Files). The Offender Files shall be made available as required by law, specifically pursuant to O.C.G.A § 42-8-109.2 and any other applicable state or federal laws.**
12. **All Offender Files maintained by the City shall be maintained and stored pursuant to the retention schedule required by the State of Georgia for such documents. No further order of**

the Court shall be required for the purging of Offender Files upon the completion of the required retention schedule.

13. The Probation Office will be responsible for the supervision of all cases sentenced in the Court until such time as the Probation Office is dissolved by the Presiding Judge of said Court, with the approval of the City of Hinesville. Either party to this Agreement may request a review of the terms of this Agreement upon a sixty (60) day written notice to the other party.
14. All fees shall be established by the Court in writing. The Probation Office shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set at Supervision fee of \$ 35/month and Georgia Crime Victim Emergency Fund of \$ 9/month and shall be incorporated by reference as if fully set forth herein. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation. This also applies to consecutive cases. The collection of probation shall terminate when all court-imposed fines and statutory surcharges are paid in full. Upon this requirement, the probation officer shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions.
15. When a defendant is serving consecutive misdemeanor sentences, the probation officer shall review such case after 12 consecutive months of probation supervision where in the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. If the officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.
16. The term of this agreement shall be for a period of five (5) years commencing on December 31, 2022 and ending on December 31, 2027. Notwithstanding the foregoing, either party may, in its sole discretion and with sixty (60) days prior notice to the other party, terminate this agreement for any reason.

IN WITNESS WHEREOF, the City and the Presiding Judge of the City of Hinesville Municipal Court have caused this Agreement to be executed under seal by their respective duly authorized representatives as of the date first above written.

CITY OF HINESVILLE, GEORGIA

By: _____
Allen Brown, Mayor

Approved as to form:

Linnie L. Darden, III City Attorney

HINESVILLE MUNICIPAL COURT

By: _____
Kenneth D. Pangburn, Judge

Attest:

Lia Jones, City Clerk

(SEAL)

(Notary Public Liberty County, Georgia)

My Commission Expire _____, 20____

AMENDED APPENDIX "A" TO GOVERNMENTAL PROBATION AGREEMENT

Probation Fees	\$35.00
Ga Crime Victim Emergency Fund	\$9.00
Probation Violation Fee	\$350.00

Signed this _____ day of _____, 20_____.

Allen Brown, Mayor
City of Hinesville

Kenneth D. Pangburn, Judge
Hinesville Municipal Court

**PROBATION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF HINESVILLE
AND
THE JUDGE OF THE CITY OF HINESVILLE MUNICIPAL COURT**

This Probation Services Agreement, which shall hereinafter be referred to as ("Agreement"), is made and entered into this 21 day of December, 2017, by and between the City of Hinesville, Georgia, a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and City Council of the City of Hinesville (hereafter referred to as "City") and the Presiding Judge of the City of Hinesville Municipal Court under the specific authority of O.C.G.A. § 42-8-100(H)(2);

WITNESSETH

WHEREAS, the City is a municipal corporation chartered and existing under the laws of the State of Georgia;

WHEREAS, Kenneth D. Pangburn is the Judge of the City of Hinesville Municipal Court;

NOW THEREFORE, in consideration of the mutual undertakings and covenants contained herein, and for other and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Hinesville and the City of Hinesville Municipal Court hereby enter into this Agreement on the terms and conditions provided herein as follows:

1. The City of Hinesville Municipal Probation Office shall provide services for the supervision, counseling and collection of court-ordered fines of probationers assigned to the probation entity by the City of Hinesville Municipal Court (hereinafter "the Court").
2. Any employee, agent or volunteer who provides any service to offenders or has access to probation entity records, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 105-2-.09 of the Department of Community Supervision (hereafter known as "MPOU").
3. Any person employed as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 105-2-.09 of MPOU; provided, however, any person employed as a probation officer by the City as of March 1, 2006 shall be exempt from the college requirements of said rule.
4. All employees shall submit to a criminal records check in accordance with MPOU policy and Rule 105-2-.10.
5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU, in accordance with Rule 105-2-.12. All administrative staff shall complete a 16-hour initial orientation program within six (6)

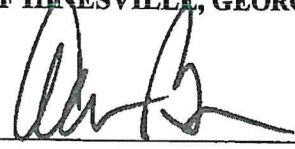
months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU, in accordance with Rule 105-2-.12.

6. Supervision levels shall consist of Supervised Probation and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The Probation Office shall maintain a caseload level of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court. The staff is two probation officers with a ratio of 1:274 and 1:292.
7. All Court ordered fines, fees, and restitution shall be paid by cash, check, money order, credit card or debit card. The person making the payment shall be given a computer-generated receipt from the Probation Management system, which shall list the amount paid and the balance due for that particular case. All monies collected by the probation department shall be remitted to the City of Hinesville Finance Department on the next business day following collection.
8. Persons deemed indigent by the Court shall be supervised at no cost to the offender. The Probation Office will provide a community service program for fines at the rate of \$8.00 per hour as established by the Court. This work will be assigned to be completed for the City of Hinesville.
9. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will place a telephone call to the violator if they fail to report or make a payment, mail a pre-warrant letter, or show cause order to appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.
10. The probation entity shall provide reports to the Court once per month and to MPOU once per quarter, in accordance with Rule 105-2-.13 of MPOU.
11. The Probation Office will be responsible for the supervision of all cases sentenced in the Court until such time as the Probation Office is dissolved by the Presiding Judge of said Court, with the approval of the City of Hinesville. Either party to this Agreement may request a review of the terms of this Agreement upon a sixty (60) day written notice to the other party.
12. All fees shall be established by the Court in writing. The Probation Office shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set at Supervision fee of \$ 30/month and Georgia Crime Victim Emergency Fund of \$ 9/month and shall be incorporated by reference as if fully set forth herein. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation. This also applies to consecutive cases. The collection of probation shall terminate when all court imposed fines and statutory surcharges are paid in full. Upon this requirement, the probation officer shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions.

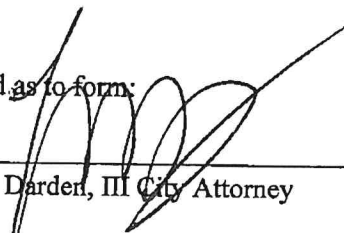
13. When a defendant is serving consecutive misdemeanor sentences, the probation officer shall review such case after 12 consecutive months of probation supervision where in the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. If the officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

IN WITNESS WHEREOF, the City and the Presiding Judge of the City of Hinesville Municipal Court have caused this Agreement to be executed under seal by their respective duly authorized representatives as of the date first above written.

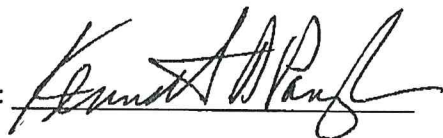
CITY OF HINESVILLE, GEORGIA

By: 
Allen Brown, Mayor

Approved as to form:


Linnie L. Darden, III City Attorney

HINESVILLE MUNICIPAL COURT

By: 
Kenneth D. Pangburn, Judge

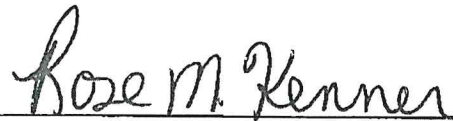
Attest:



Sarah R. Lumpkin, City Clerk

(SEAL)





(Notary Public Liberty County, Georgia)
My Commission Expires August 24, 2019

My Commission Expires _____, 20____

(SEAL)

AMENDED APPENDIX "A" TO GOVERNMENTAL PROBATION AGREEMENT

Probation Fees	\$ 30.00
Ga Crime Victim Emergency Fund	\$ 9.00
Probation Violation Fee	\$ 330.00

Signed this 21 day of December, 2017.



Allen Brown, Mayor
City of Hinesville



Kenneth D. Pangburn, Judge
Hinesville Municipal Court

Service Agreement Checklist

102-2-.08 Service Agreements.

Probation entity service agreements must minimally contain the following information and must be filed and maintained current with MPOU:

- ☐ 1. Description of the extent of services to be rendered by the probation entity;
- ☐ 2. Individual qualifications which meet or exceed the statute;
*105-2-.09
- ☐ 3. Criminal records checks completed on all individuals in accordance with laws and DCS rules;
*105-2-.10
- ☐ 4. Policies and procedures for individual training;
*105-2-.09
*105-2-.12
- ☐ 5. Private Probation Entities Only-Liability Insurance (\$1 Million) and Bonding of staff (at least \$25,000);
- ☐ 6. Staffing levels and standards of supervision, including the type and frequency of contacts:
*Ratio of probationer to probation officers (example- 300:1; one (1) probation officer will not supervise more than 300 probationers. One (1) face office per month; two (2) face office for probationers classified as high.)
- ☐ 7. Collection procedures for handling court-ordered fines, fees, and restitution;
*105-2-.15
*O.C.G.A. §42-8-103
*O.C.G.A. § 17-15-13
*O.C.G.A. § 17-14-8
- ☐ 8. Procedures for handling indigent probationers, pay only cases, and consecutive sentences;
*O.C.G.A. § 42-8-102
*O.C.G.A. § 42-8-103
- ☐ 9. Revocation procedures and circumstances;
*O.C.G.A. § 42-8-102
- ☐ 10. Reporting and record keeping procedures;
*105-2-.13
*105-2-.14
*O.C.G.A. § 42-8-108
*O.C.G.A. § 42-8-109.2
- ☐ 11. Default and contract termination procedures with specific expiration date not to exceed 5 years unless authorized by statute; and
- ☐ 12. A schedule of probation fees and charges assessed to the probationers supervised by the probation entity. The schedule should include all fees required by law or these rules.

***This portion of the contract must contain, at a minimum, language that is in compliance with this rule and/or statute.**



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: YR 2023 Alcohol Beverage License Renewals
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: 2023 Alcohol Beverage License Renewals

BACKGROUND: Current establishments request renewal of their Alcohol Beverage License for Year 2023.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Empire Events Summary Sheet
2. Fangs Island Summary Sheet
3. Phillips Seafood Summary Sheet
4. EZ Trip Summary Sheet
5. M & S Liquor Store Summary Sheet
6. Parkers Hinesville Summary Sheet
7. Roundhouse Package Shop Summary Sheet
8. Save A Ton Food Mart Summary Sheet
9. Walmart 0862 Summary Sheet
10. Walmart 4525 Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Empire Events

ADDRESS OF BUSINESS 718 East Oglethorpe Hwy
Hinesville, GA 31313

NAME OF APPLICANT(S) Terrell Troutman

NAME OF LOCAL MANAGER Terrell Troutman

APPROVED BY HPD YES 12/12/2022

APPROVED BY ZONING YES 12/05/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/05/2022

APPROVED BY HFD YES 12/06/2022

TYPE OF LICENSE Consumption on premise
Beer, wine, and liquor

SUNDAY SALES No

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a bar, night club, or tavern. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Fang's Island

ADDRESS OF BUSINESS 521B W Oglethorpe Hwy
Hinesville, GA 31313

NAME OF APPLICANT(S) Ming Ni

NAME OF LOCAL MANAGER Ming Ni

APPROVED BY HPD YES 12/02/2022

APPROVED BY ZONING YES 11/28/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 11/28/2022

APPROVED BY HFD YES 11/28/2022

TYPE OF LICENSE Consumption on premise
Beer, wine, and liquor

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a billiards. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Phillips Seafood

ADDRESS OF BUSINESS 115 Carter Street
Hinesville, GA 31313

NAME OF APPLICANT(S) Kenneth Wrease

NAME OF LOCAL MANAGER Kenneth Wrease

APPROVED BY HPD YES 12/012/2022

APPROVED BY ZONING YES 12/05/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/05/2022

APPROVED BY HFD YES 12/06/2022

TYPE OF LICENSE Consumption on premise
Beer, wine, and liquor

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a restaurant. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS EZ Trip

ADDRESS OF BUSINESS 908 Olmstead Drive
Hinesville, GA 31313

NAME OF APPLICANT(S) Chirag Patel

NAME OF LOCAL MANAGER Chirag Patel

APPROVED BY HPD YES 12/02/2022

APPROVED BY ZONING YES 11/28/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 11/28/2022

APPROVED BY HFD YES 11/28/2022

TYPE OF LICENSE Consumption off premise
Beer and wine

SUNDAY SALES No

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a convenience store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS M & S Liquor Store

ADDRESS OF BUSINESS 2367 Hwy 196 W
Hinesville, GA 31313

NAME OF APPLICANT(S) Ming Ni

NAME OF LOCAL MANAGER Ming Ni

APPROVED BY HPD YES 12/02/2022

APPROVED BY ZONING YES 11/28/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 11/28/2022

APPROVED BY HFD YES 11/28/2022

TYPE OF LICENSE Consumption off premise
Beer, wine, and liquor

SUNDAY SALES No

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a convenience store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Parkers Hinesville

ADDRESS OF BUSINESS 903 W Oglethorpe Hwy
Hinesville, GA 31313

NAME OF APPLICANT(S) Patrick Parker

NAME OF LOCAL MANAGER Tiana Harrison

APPROVED BY HPD YES 12/02/2022

APPROVED BY ZONING YES 11/28/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 11/28/2022

APPROVED BY HFD YES 11/28/2022

TYPE OF LICENSE Consumption off premise
Beer

SUNDAY SALES No

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a convenience store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Roundhouse Package Shop

ADDRESS OF BUSINESS 861 Elma G Miles Pkwy
Hinesville, GA 31313

NAME OF APPLICANT(S) Ming Ni

NAME OF LOCAL MANAGER Ming Ni

APPROVED BY HPD YES 12/12/2022

APPROVED BY ZONING YES 12/02/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/04/2022

APPROVED BY HFD YES 12/06/2022

TYPE OF LICENSE Consumption on premise
Beer, wine, and liquor

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a liquor store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Save A Ton Food Mart

ADDRESS OF BUSINESS 925 Elma G Miles Pkwy
Hinesville, GA 31313

NAME OF APPLICANT(S) Kanaiyalal Patel

NAME OF LOCAL MANAGER Rajan Patel

APPROVED BY HPD YES 12/02/2022

APPROVED BY ZONING YES 10/19/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 11/02/2022

APPROVED BY HFD YES 11/02/2022

TYPE OF LICENSE Consumption off premise
Beer and wine

SUNDAY SALES No

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a convenience store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Walmart 0862

ADDRESS OF BUSINESS 751 W Oglethorpe Hwy
Hinesville, GA 31313

NAME OF APPLICANT(S) Edwin Vargas

NAME OF LOCAL MANAGER Tamia O'Neal

APPROVED BY HPD YES 12/02/2022

APPROVED BY ZONING YES 11/28/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 11/28/2022

APPROVED BY HFD YES 11/28/2022

TYPE OF LICENSE Consumption off premise
Beer and wine

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a grocery store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Walmart 4525

ADDRESS OF BUSINESS 1422 W Oglethorpe Hwy
Hinesville, GA 31313

NAME OF APPLICANT(S) Lasandra Bryant

NAME OF LOCAL MANAGER Ashley Ganger

APPROVED BY HPD YES 12/02/2022

APPROVED BY ZONING YES 11/28/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 11/28/2022

APPROVED BY HFD YES 11/28/2022

TYPE OF LICENSE Consumption off premise
Beer and wine

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a grocery store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Transient Merchant License Request
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: David Midgorden of TNT Fireworks would like a 2022 Transient Merchant License to sell fireworks at 751 W Oglethorpe Hwy (Walmart 0862), 1422 W Oglethorpe Hwy (Walmart 4525), 801 E General Stewart Way (Walmart 4519), and 229 W General Screven Way (Cititrends). All departments have reviewed and approved the application.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. TNT Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

**SUMMARY SHEET FOR TRANSIENT MERCHANT
LICENSE APPLICATION**

YEAR OF LICENSE	2022
NAME OF APPLICANT(S)	David Midgorden
NAME OF BUSINESS	TNT Fireworks
ADDRESS OF BUSINESS	4511 Helton Drive Florence, AL 35630
APPROVED BY HPD	YES 12/11/2022
APPROVED BY ZONING	YES 11/2/2022
APPROVED BY INSPECTIONS DEPARTMENT	YES 11/28/2022
APPROVED BY HFD	YES 11/28/2022
TYPE OF LICENSE	Transient Merchant License

NOTES: In the past, Mayor & Council have authorized representatives to solicit from 10:00am until 7:00pm.

City Council () Approved () Disapproved by _____ Date <u>12-15-2022</u>



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Transient Merchant License Request
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: Heather Perez of Phantom Fireworks would like to a 2022 Transient Merchant License to sell fireworks at 1121 W Oglethorpe Hwy (American Legion). All departments have reviewed and approved the application.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Phantom Fireworks Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

**SUMMARY SHEET FOR TRANSIENT MERCHANT
LICENSE APPLICATION**

YEAR OF LICENSE	2022
NAME OF APPLICANT(S)	Heather Perez
NAME OF BUSINESS	Phantom Fireworks
ADDRESS OF BUSINESS	121 Kenginton Circle Warner Robins, GA 31093
APPROVED BY HPD	YES 12/15/2022
APPROVED BY ZONING	YES 11/28 /2022
APPROVED BY INSPECTIONS DEPARTMENT	YES 11/28/2022
APPROVED BY HFD	YES 11/28/2022
TYPE OF LICENSE	Transient Merchant License

NOTES: In the past, Mayor & Council have authorized representatives to solicit from 10:00am until 7:00pm.

City Council () Approved () Disapproved by _____ Date <u>12-15-2022</u>



City of Hinesville, Georgia, Council Meeting

Date: December 15, 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: December 15, 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: December 15, 2022
Agenda Item: Councilmember Riles Report
Prepared by: Jean Marie Reynolds
Presented by: Councilmember Riles

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

Monthly Crime and Citation Report



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Monthly Crime and Citation Report
Prepared by: Jean Marie Reynolds
Presented by: Lloyd Slater

PURPOSE: To discuss the Monthly Crime and Citation report for the month of November 2022

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. Crime and Citation report 2022-11
2. MonthlyCrimes_Council_2022_11_Charts
3. MonthlyCrimes_Council_2022_11_PointMap
4. MonthlyCrimes_Council_2022_11_HeatMap

PREVIOUS COUNCIL DISCUSSION:

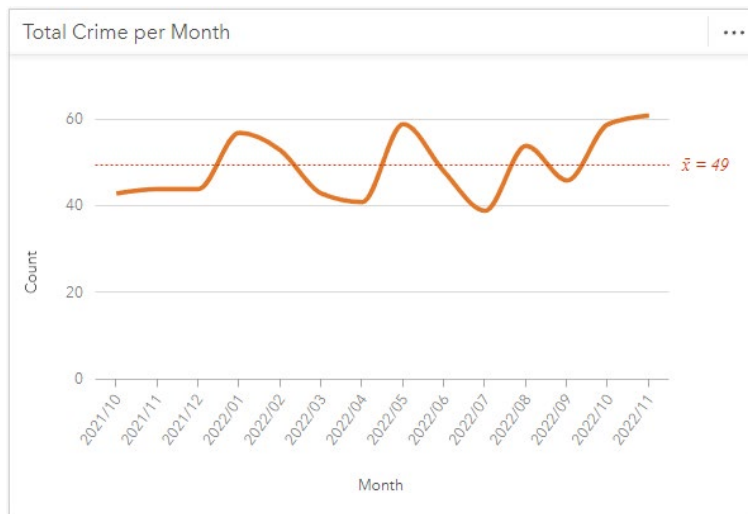
CRIME AND CITATION REPORT
November 1, 2022 through November 30, 2022

	November 2022	October 2022	Monthly % Change	November 2021	October 2021
Aggravated Assault/Assault	15	25	-40%	14	18
Auto Theft	8	4	100%	0	4
Homicide/Homicide by Vehicle	0	0	0%	0	0
Rape	0	0	0%	2	0
Robbery	1	0	0%	0	1
Burglary	13	10	30%	15	20
Arson	0	1	-100%	0	3
Entering Auto	24	19	26%	8	13
Domestic Disputes	42	60	-30%	58	68
Juvenile Arrests	26	14	86%	21	36
Adult Arrests	199	189	5%	132	141
Traffic	76	44	73%	39	34
Criminal	123	145	-15%	93	107
Total Case Numbers Issued	4,997	4,727	6%	4,496	4,486
Direct Patrols. Walk & Talks, Foot Patrols	1,841	1,679	10%	2,226	1,843
Dispatched Calls	1,657	1,697	-2%	1,515	1,548
Criminal Citations	152	137	11%	108	109
Military	17	15	13%	15	25
Civilian	135	122	11%	93	84
Traffic Citations	957	859	11%	745	543
Military	207	185	12%	146	133
Civilian	750	674	11%	599	410
Total Citations	1,109	996	11%	853	652
Traffic Warnings	549	476	15%	453	463
DUI	15	9	67%	10	8
Over 21	15	9	67%	9	8
Under 21	0	0	0%	1	0
Military	4	4	0%	0	3
Civilian	11	5	120%	10	5

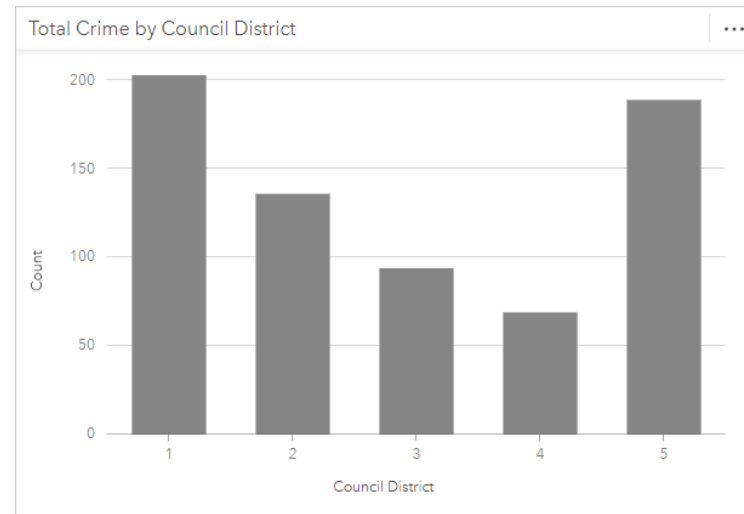
PART I CRIMES IN November 2022 - BY DISTRICT

	District 1	District 2	District 3	District 4	District 5
Homicide/Homicide by vehicle	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	1	0	0	0
Aggravated Assault/Assault	5	7	3	0	0
Burglary	5	0	4	2	2
Auto Theft	1	2	0	1	4
Arson	0	0	0	0	0
Entering Auto	4	3	5	1	11

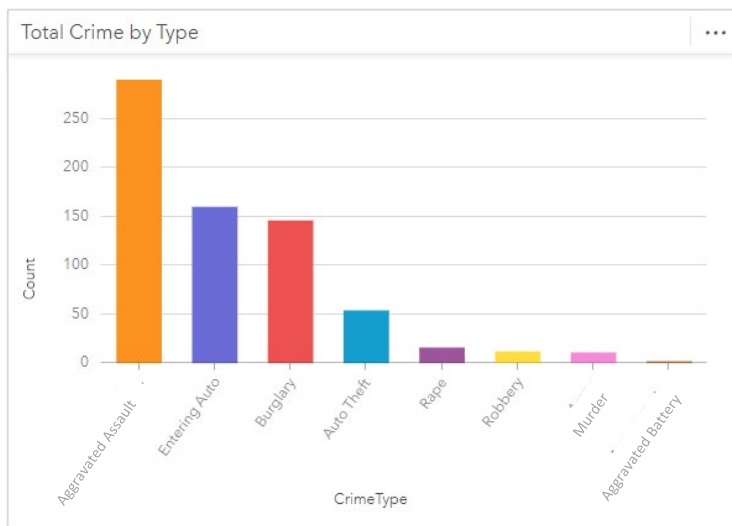
Total Crime per Month



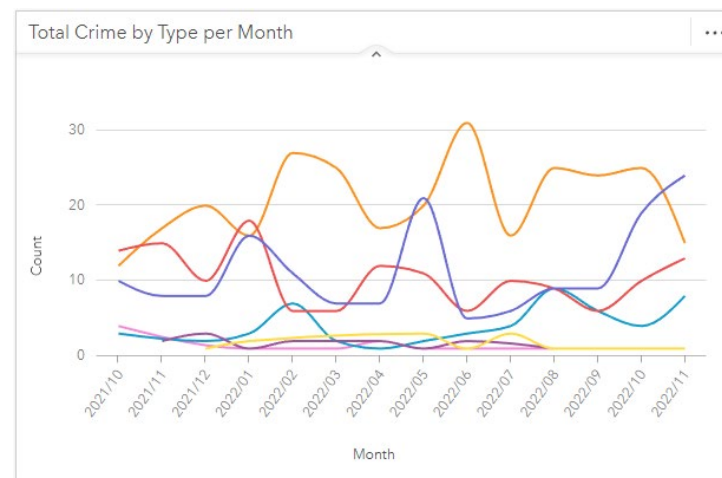
Total Crime per Council District in the last 12 months



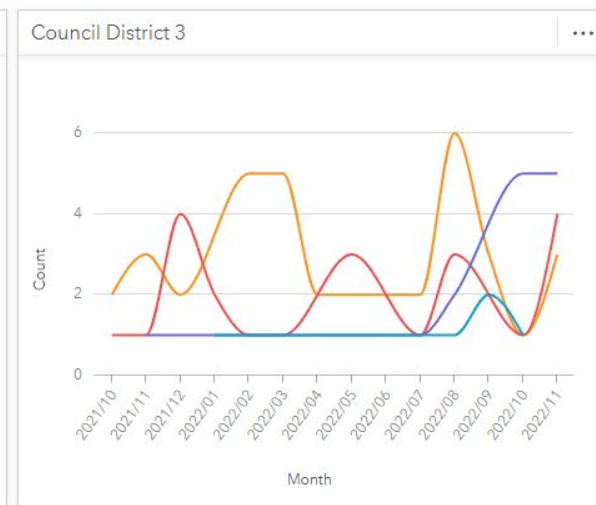
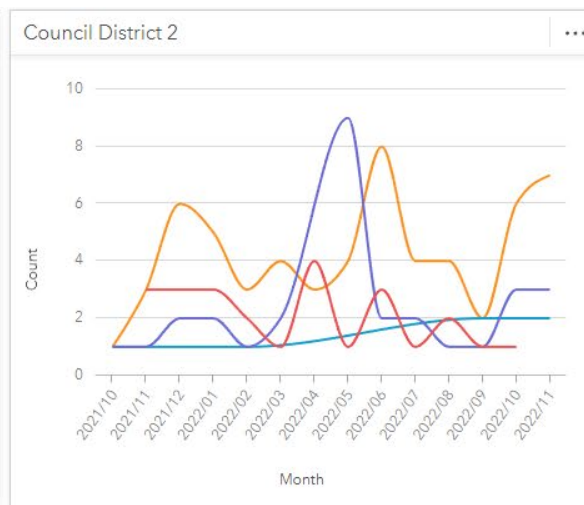
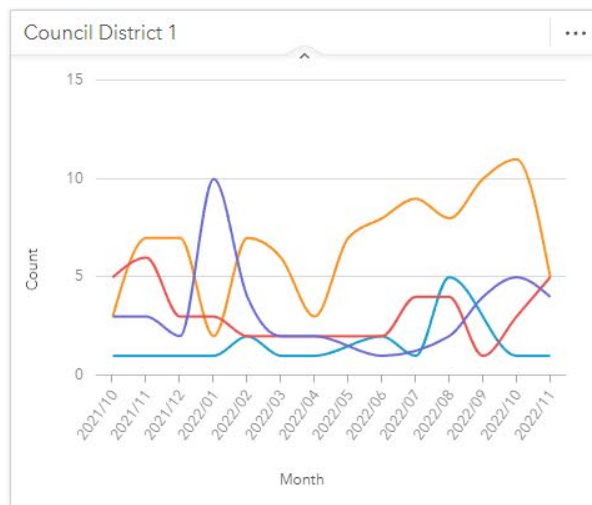
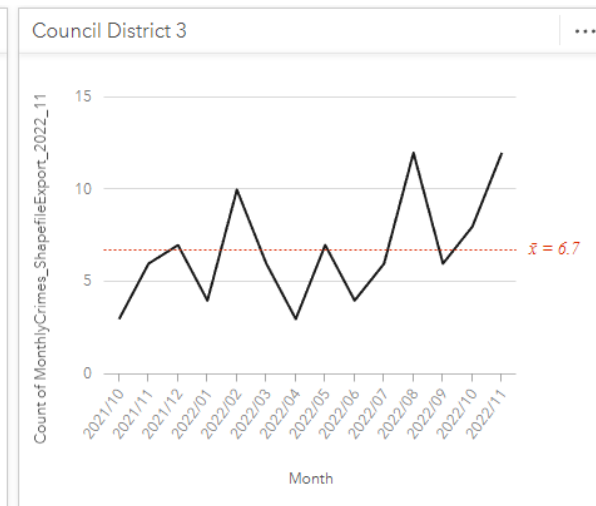
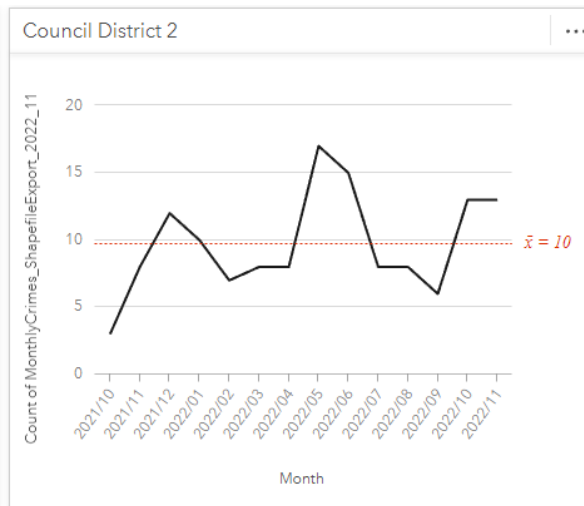
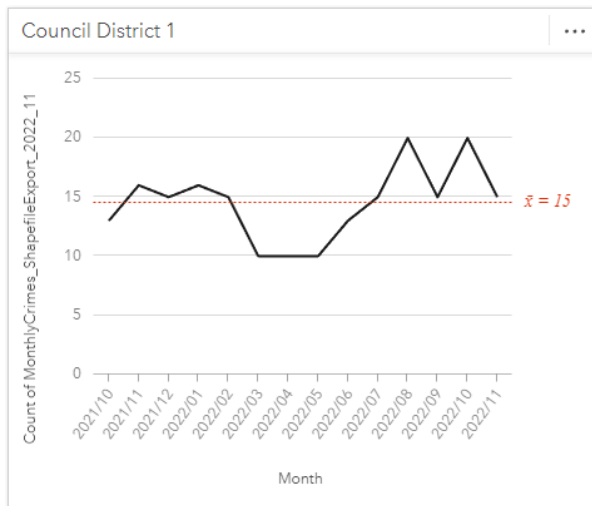
Total Crime by Type in the last 12 months



Total Crime by Type per Month



Total Crime per Council District



Entering Auto

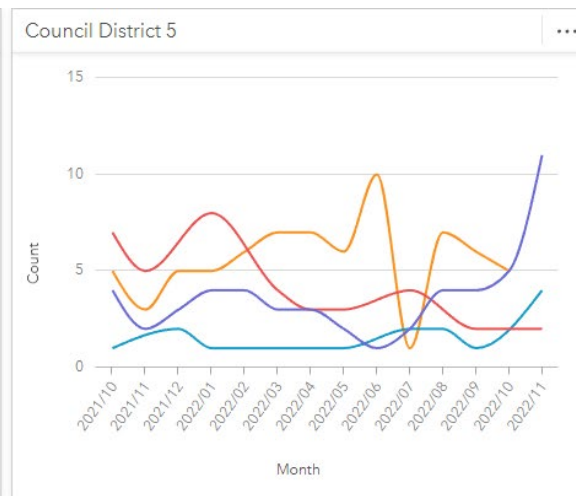
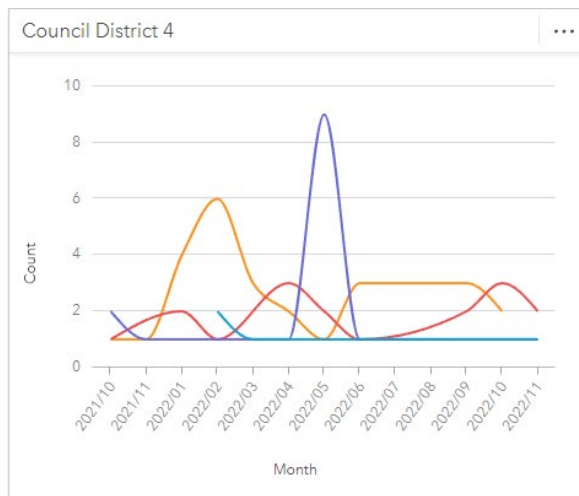
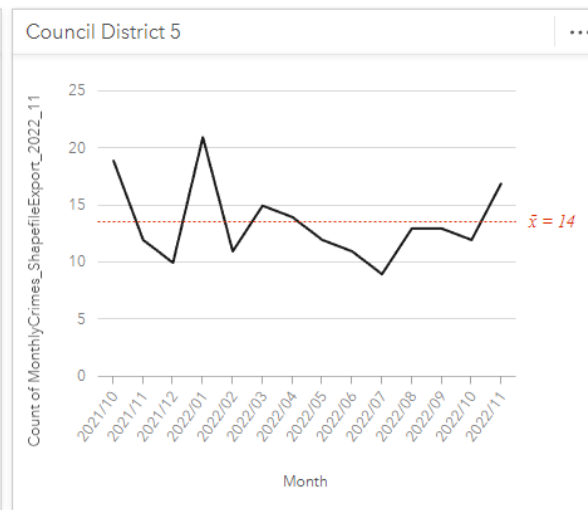
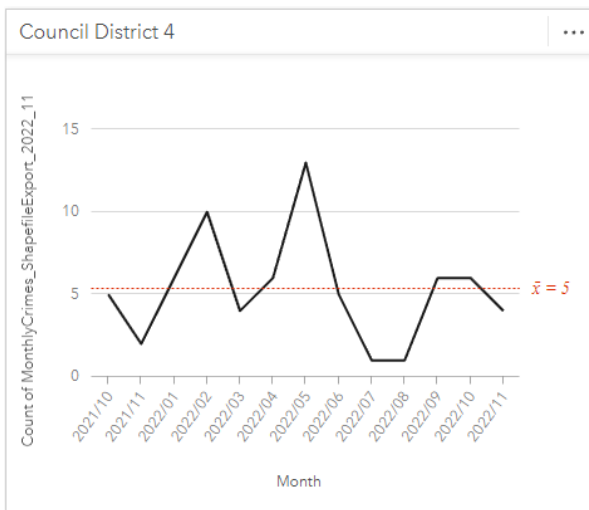
Aggravated Assault

Burglary

Auto Theft

Monthly Crime Report – 2022 November

Total Crime per Council District (cont.)



Entering Auto

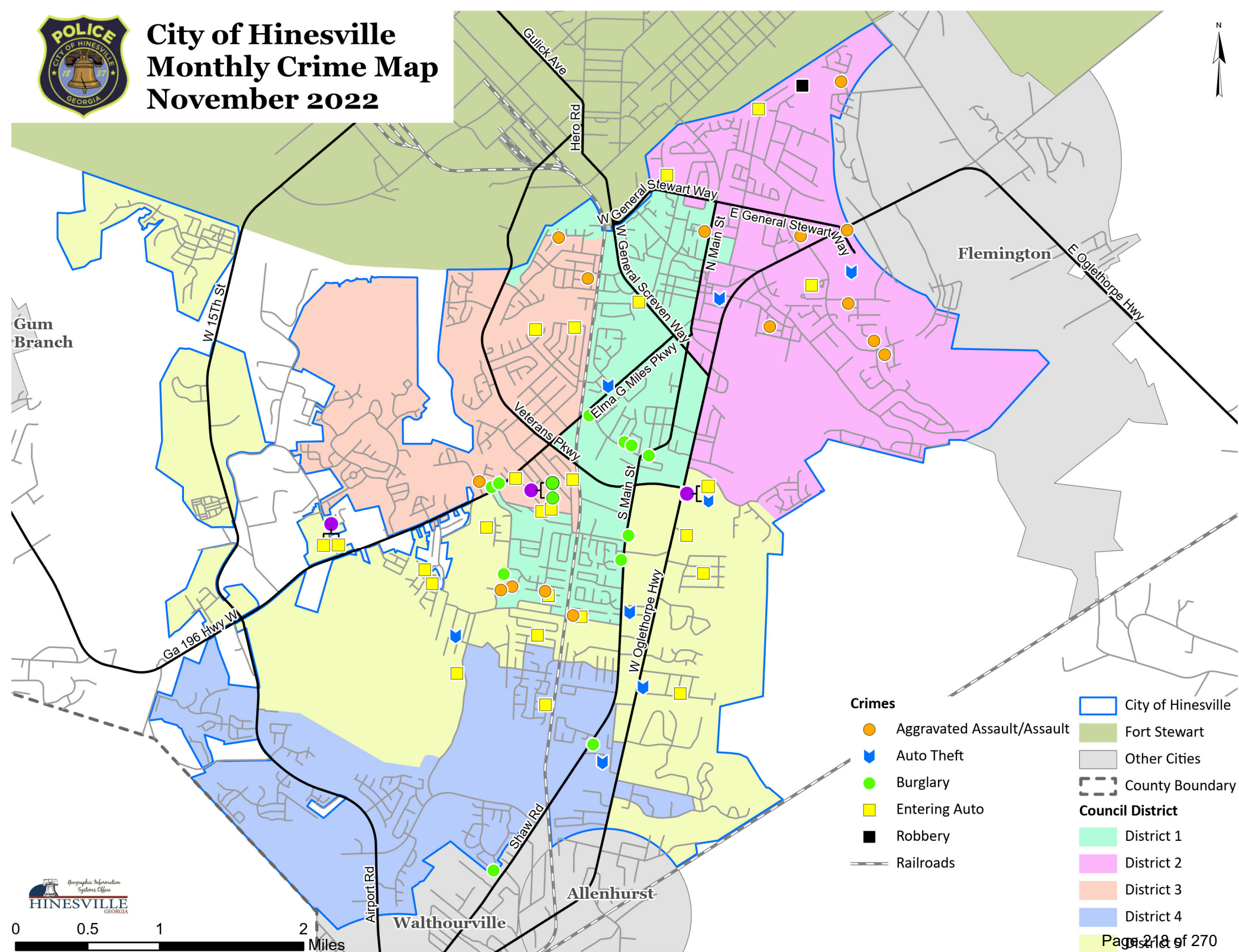
Aggravated Assault

Burglary

Auto Theft



City of Hinesville Monthly Crime Map November 2022

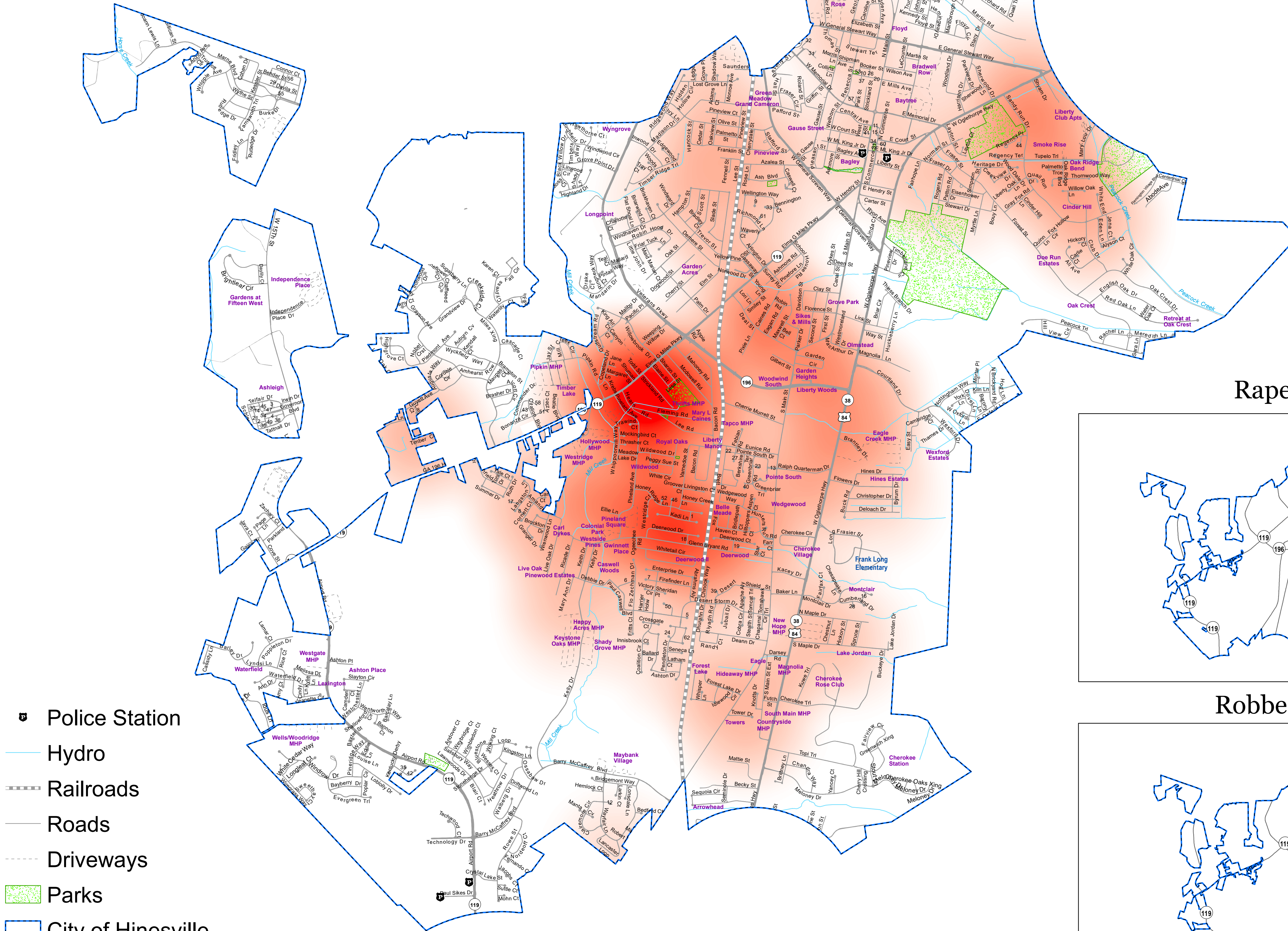


City of Hinesville, GA

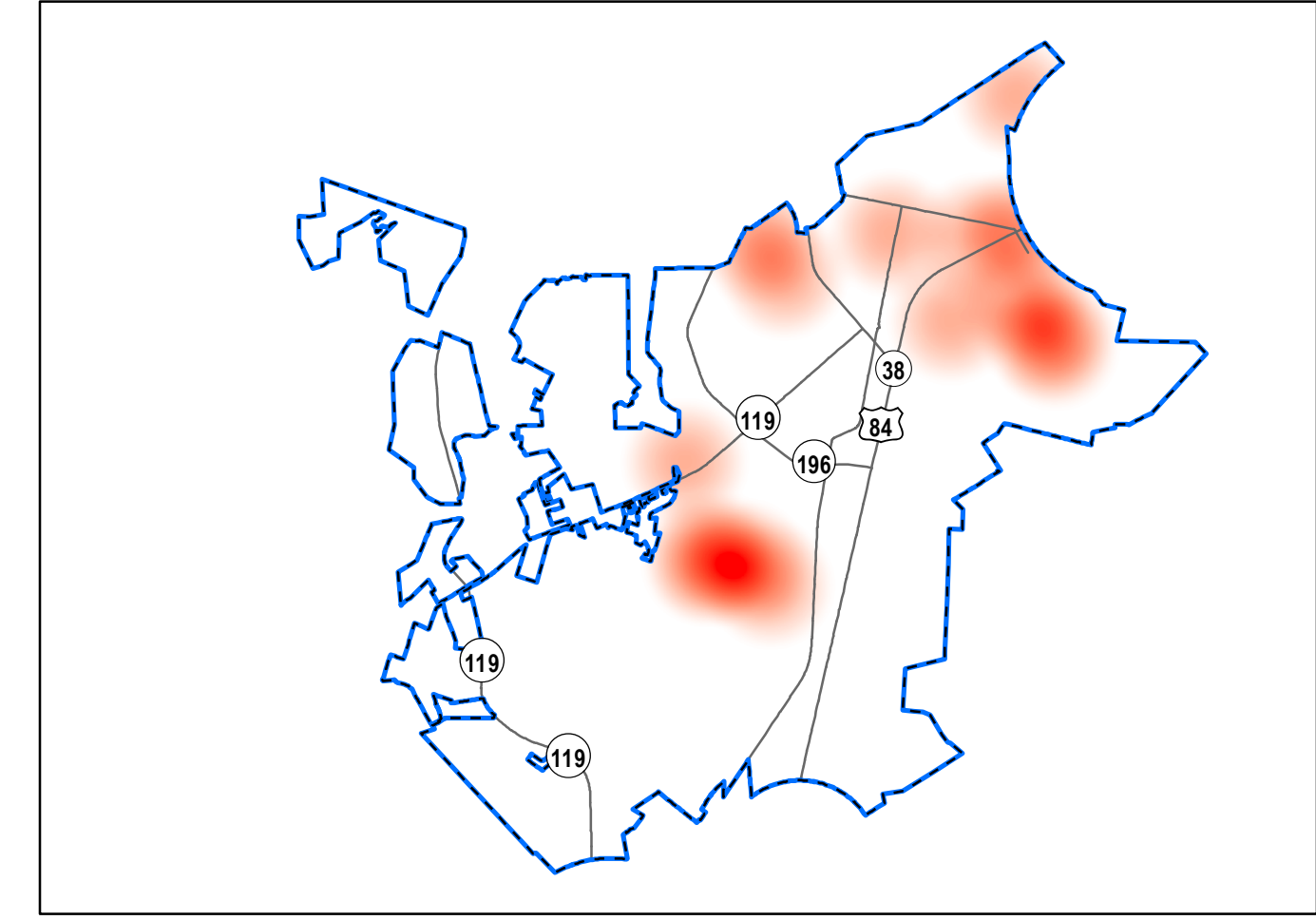
Crime Hotspots

November 2022

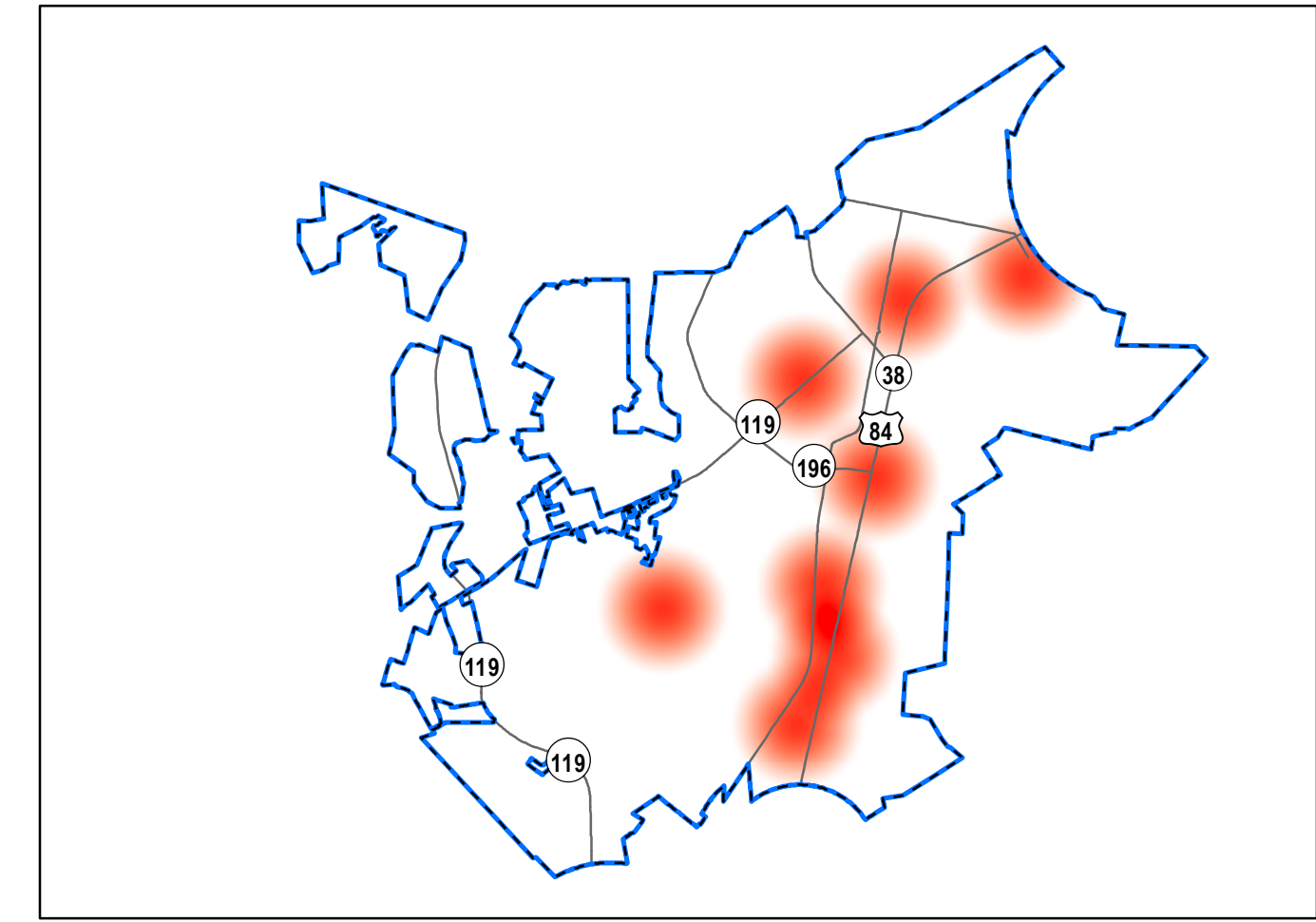
Last Updated: December 08, 2022



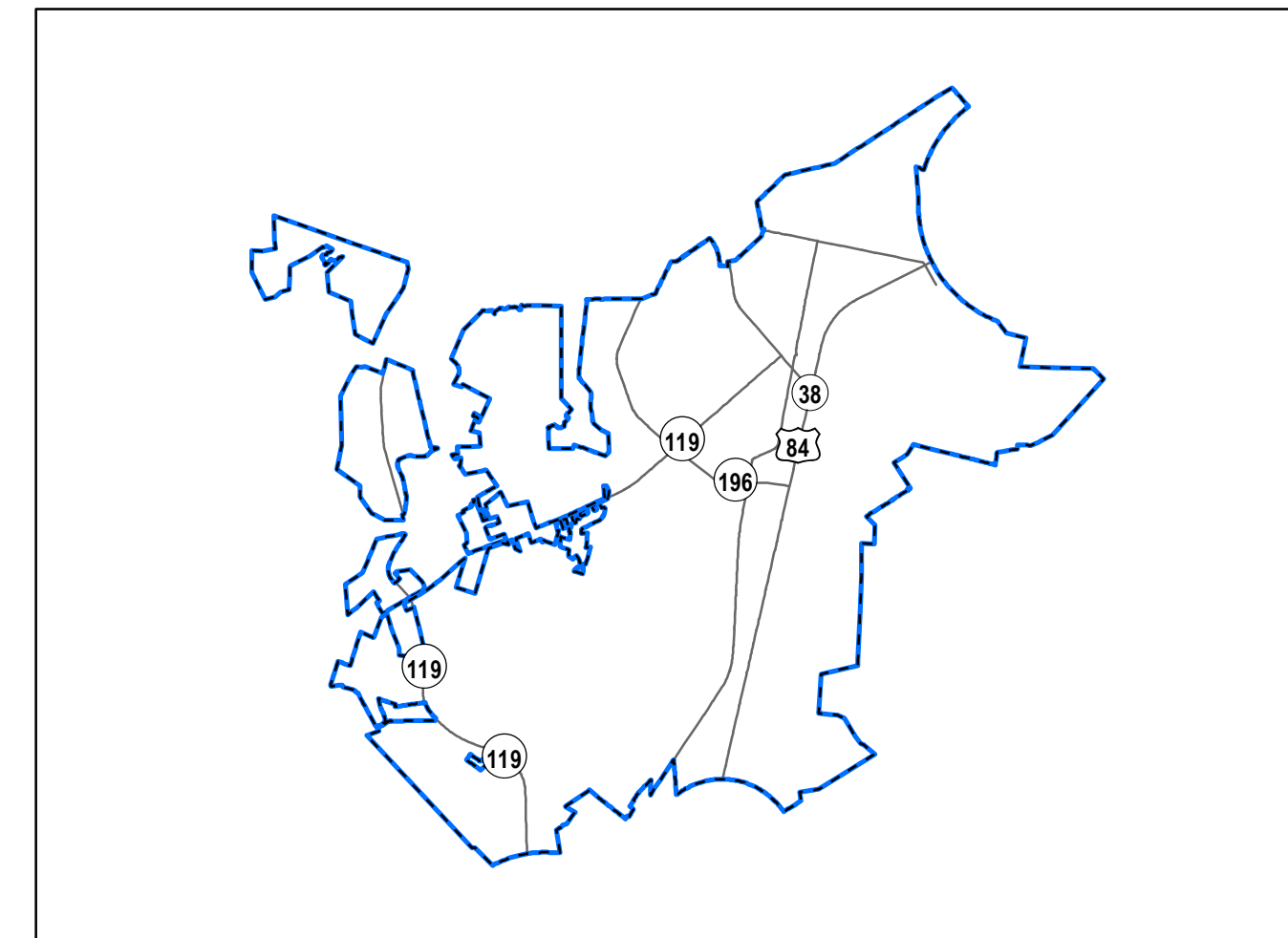
Aggravated Assault



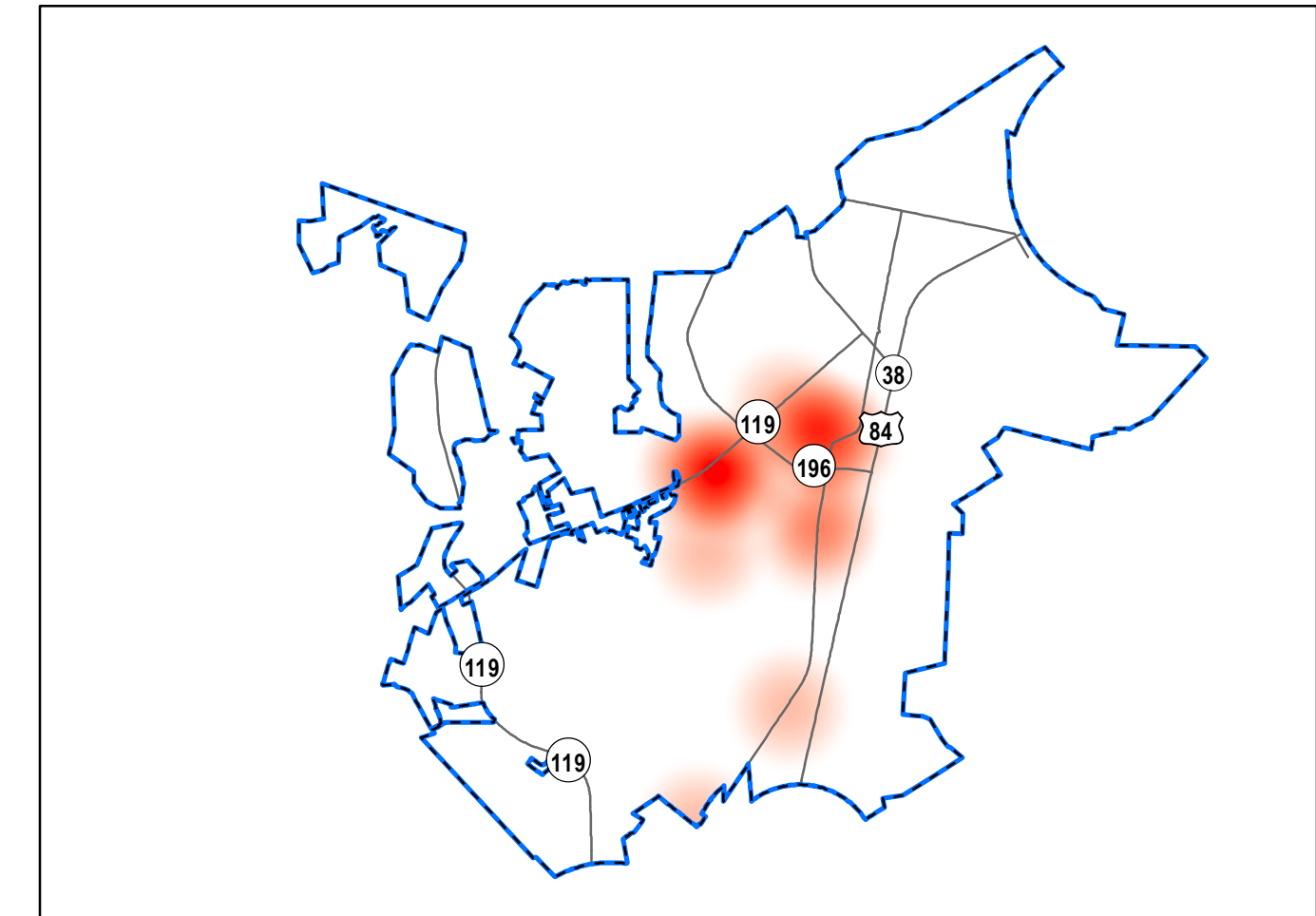
Auto Theft



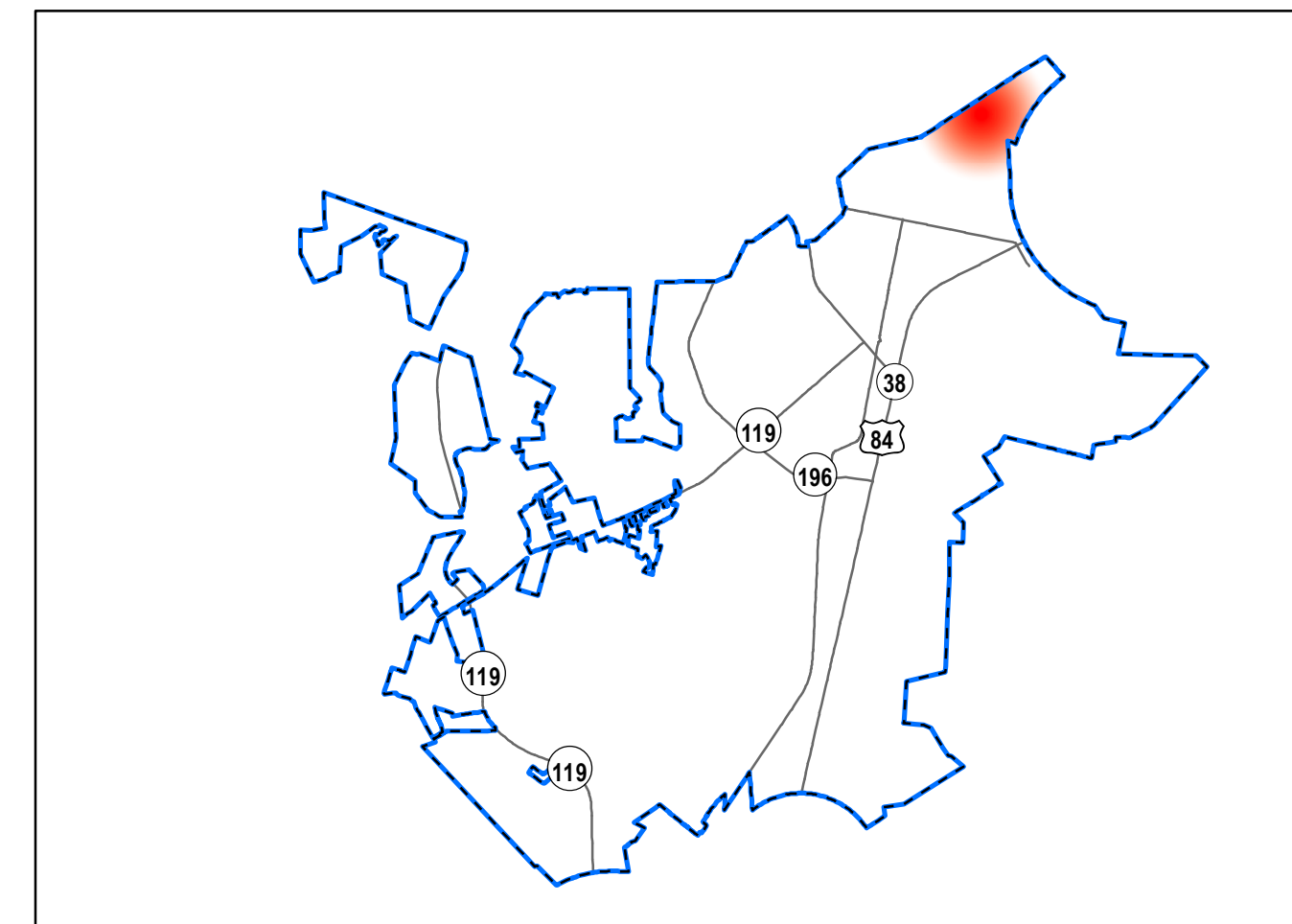
Rape



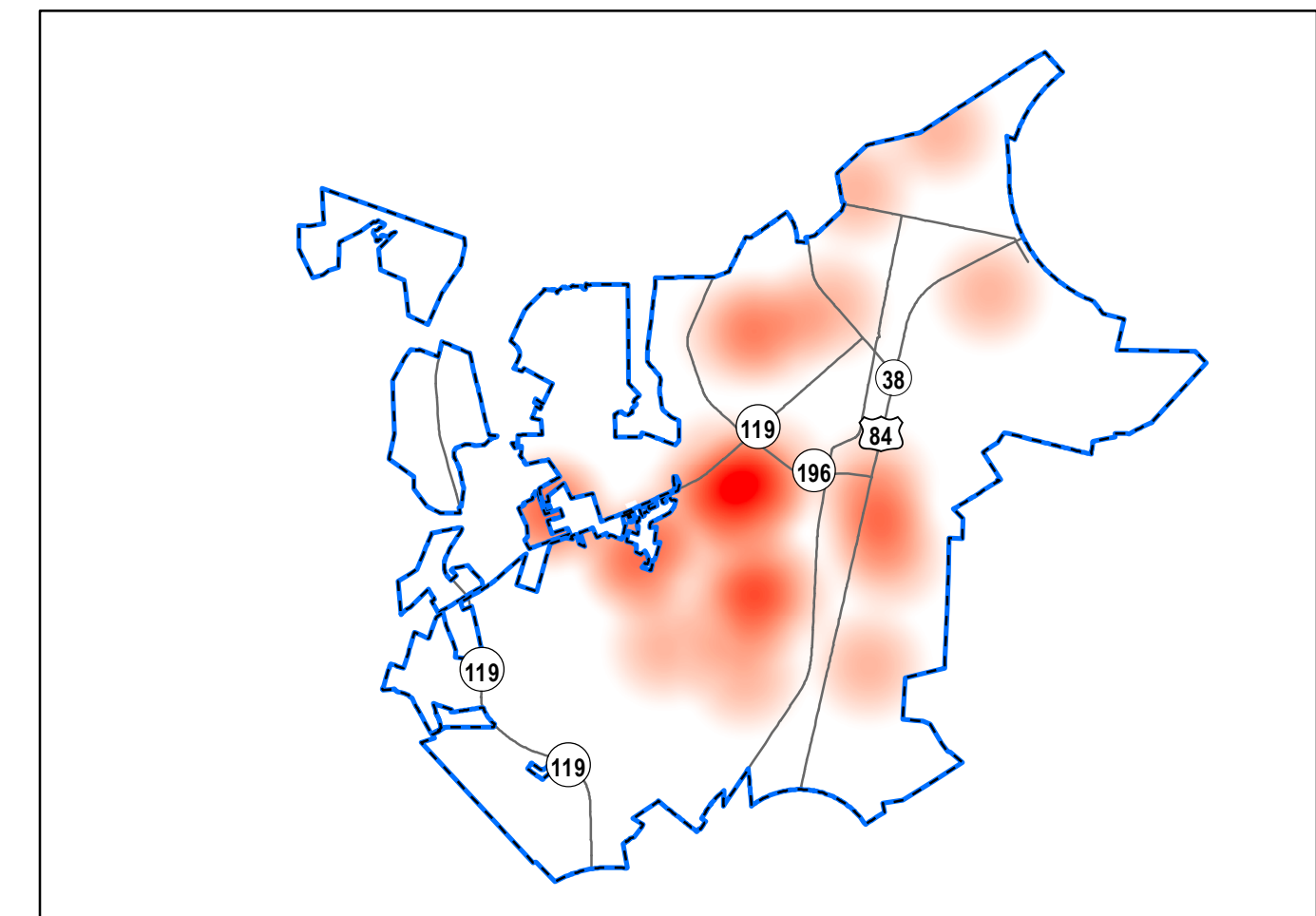
Burglary



Robbery



Entering Auto





City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Mayor Pro Tem Jenkins Report
Prepared by: Brittany Avery
Presented by: Mayor Pro Tem Jenkins

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

Inspections Dept. Monthly Report



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Monthly Inspections Dept. Report
Prepared by: Brittany Avery
Presented by: George W. Smith, Jr. Director of Inspections

PURPOSE: To provide activities and collection of fees for the month of November 2022.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. November 2022 Monthly Report

PREVIOUS COUNCIL DISCUSSION:

INSPECTIONS DEPARTMENT MONTHLY REPORT
November 2022

			TOTAL ASSESSED VALUE	TOTAL FEES COLLECTED
PERMITS ISSUED				
18	Residential	New Construction	\$ 4,551,016.00	\$ 104,331.00
19	Residential	Alteration/Addition/Repair	\$ 234,754.00	\$ 837.25
0	Commercial	New Construction	\$ -	\$ -
1	Commercial	Alteration/Addition/Repair	\$ 50,000.00	\$ 3,425.00

PERMITS COMPLETED				
30	Residential	New Construction	\$ 7,925,785.00	\$ 150,224.50
23	Residential	Alteration/Addition/Repair	\$ 232,974.00	\$ 1,983.75
1	Commercial	New Construction	\$ 450,000.00	\$ 10,531.75
6	Commercial	Alteration/Addition/Repair	\$ 93,263.00	\$ 793.50

30 **Residential New Construction
Permits Completed FY to Date**

CODE ENFORCEMENT	
Complaints Received	22
Field Generated Cases	81
TOTAL NEW CASES	103

1003	TOTAL INSPECTIONS
60	<i>Failed Inspections</i>

TOTAL CLOSED CASES 84

OTHER FEES COLLECTED

<u>INSPECTIONS DEPT</u>	
\$ 75.00	GIS Map Sales
\$ 50.00	Re-Inspection Fees

MOBILE HOMES COMPLETED	
<u>REPLACEMENT UNITS</u>	<u>NEW UNITS</u>
1	0

<u>WATER/SEWER FUND</u>	
\$ 9,900.00	Water Meter Fees
\$ 11,160.00	Water Impact Fees
\$ 48,780.00	Sewer Impact Fees
\$ 7,000.00	Infrastructure Fees (Independence/Settlement)

PORTION OF IMPACT FEES OUTSIDE CITY LIMITS	
\$ 3,300.00	
\$ 4,520.00	
\$ 23,160.00	

Water ERUs		Sewer ERUs	
Res.	Comm.	Res.	Comm.
18	0	18	0

CURRENT PROJECT LIST- NOVEMBER

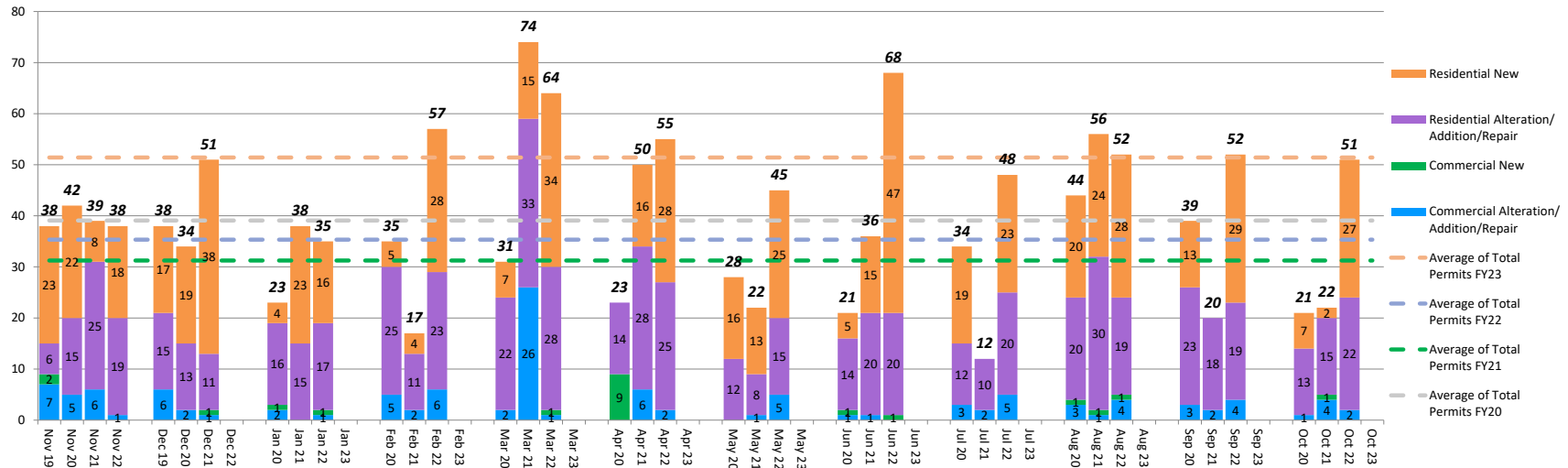
PROJECT	ADDRESS	CONTRACTOR	ASSESSED VALUE
Aarons	519 W Oglethorpe Hwy	Dave's Construction	\$ 185,000
Azalea Project	Azalea St./ Ash Blvd.	Apex Home/James Rim	\$ 1,192,274
Cherokee Station Ph.3	Meloney/Stout/Cherokee Oaks Xing	Dryden Enterprises	\$ 12,946,358
Diversity Health Clinic	301 A&B, 303 Fraser Dr.	Pioneer Construction	\$ 619,658
Gardens at 15W Ph.1	Brightleaf Cir.	RTS Homes	\$ 309,818
Gardens at 15W Ph.2	Brightleaf Cir.	RTS Homes	\$ 6,177,293
Heritage Pointe Ph.1	Centennial Ct., & Abode Ave.	Dryden Enterprises	\$ 10,510,630
Hinesville Business Incubator	220 W Washington Ave	Dabbs Williams	\$ 962,734
Hinesville Day Care	969 W Oglethorpe Hwy	Freddie Young	\$ 174,062
Hinesville Fire Station	308 S Commerce St	Lavender & Associates	\$ 2,836,846
Home2 Suites	749 E Oglethorpe Hwy.	Vivid Construction	\$ 6,091,264
Latin Dreams	230 W General Screven Way Ste 100	Ray Futch Construction	\$ 146,042
Liberty County Pre-K Center	206 Bradwell St	Johnson Laux Constr.	\$ 1,448,802
Mill Creek Phase 1	Mill Creek Cir.	Transcend Custom Homes	\$ 8,102,411
Mt. Carmel Church	454 S Main St	RM Ray Developers	\$ 189,190
Olmstead Apartments	905 Olmstead dr.	Overholt Construction	\$ 1,128,700
Palm Tree Apartments, Bldgs 1 & 2	1474 Kelly Dr., Bldgs 1 & 2	Freddie Young	\$ 3,378,136
Popshelf	196 Veterans Pkwy	Dooley Mack Construction	\$ 1,363,091
Taylors Creek Elementary	378 Airport Rd	Dabbs Williams	\$ 3,160,000
Trinity Missionary Baptist Temple	1016 Live Oak Dr.	PAR Church Builders	\$ 147,325
Urgent Care Center	1028 W Oglethorpe Hwy	Maxus Construction	\$ 576,602
Waldo Pafford Elementary	2550 W 15th St	Lavender & Associates	\$ 3,172,000
TOTAL			\$ 64,818,236



Residential New Construction For FY 2023



Permits Issued Each Month FY 2020 to Present



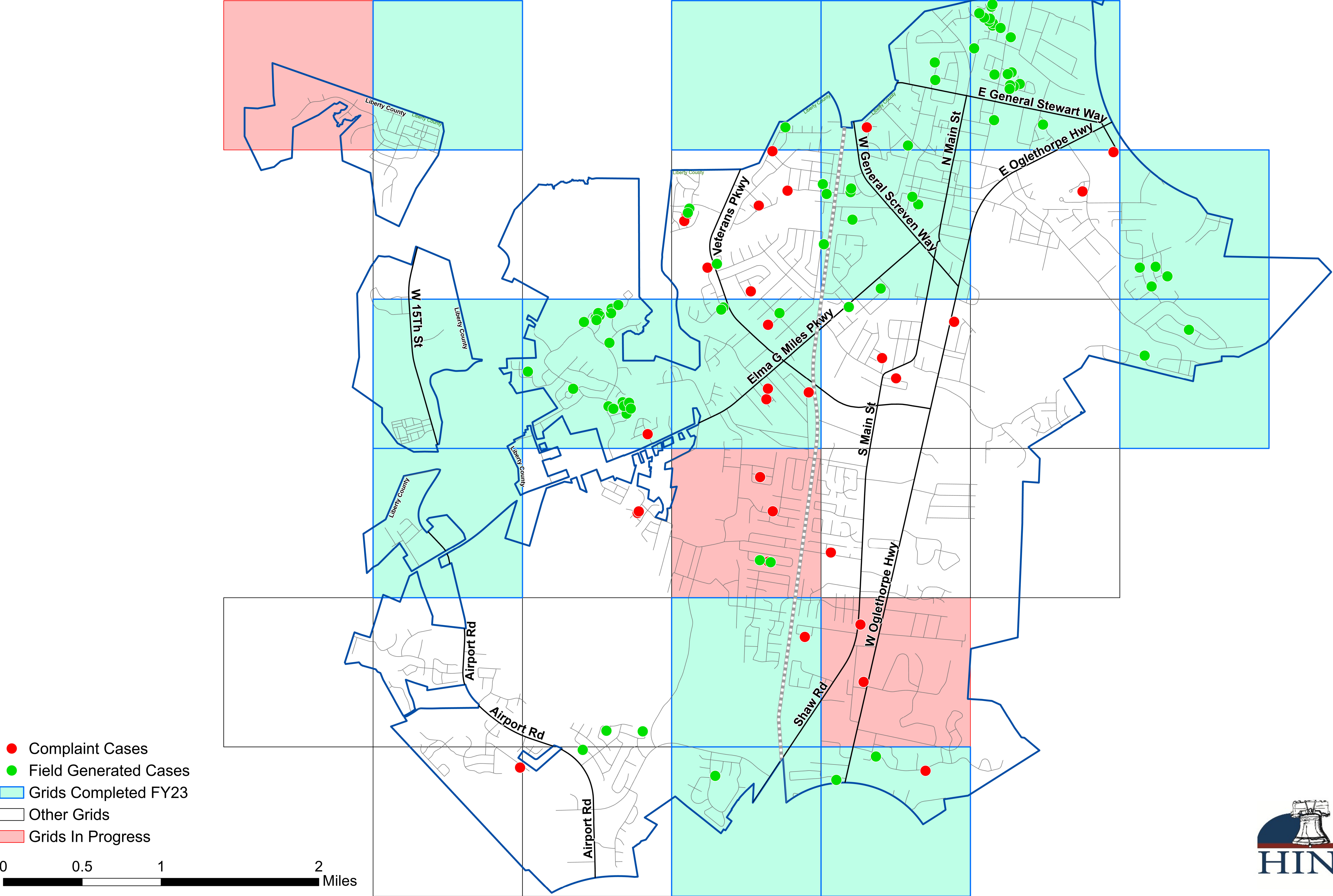
Averages

	Total # of Permits	Residential New Construction	Residential Alteration/Addition/Repair	Commercial New Construction	Commercial Alteration/Addition/Repair
FY 2020	31	11	16	1	3
FY 2021	35	13	18	0	4
FY 2022	51	28	20	0	3
FY 2023	38	18	19	0	1

City of Hinesville

Code Enforcement Cases Opened in November 2022

Last Updated: 12/9/2022



- Complaint Cases
- Field Generated Cases
- Grids Completed FY23
- Other Grids
- Grids In Progress



INSPECTIONS DEPARTMENT PERIODIC REPORT SUMMARY OF PERMITS ISSUED

Previous Month November 1, 2022 to November 30, 2022					Fiscal Year to Date November 1, 2022 to November 30, 2022					(Previous) Fiscal Year to Date November 1, 2021 to November 30, 2021				
Permit Type	Code	# of Permits	Assessed Value	Total Fees Collected	Permit Type	Code	# of Permits	Assessed Value	Total Fees Collected	Permit Type	Code	# of Permits	Assessed Value	Total Fees Collected
Single Family (Detached)	101	18	\$ 4,551,016	\$ 104,331	Single Family (Detached)	101	18	\$ 4,551,016	\$ 104,331	Single Family (Detached)	101	8	\$ 680,000	\$ 51,556
Single Family (Attached)	102	0	\$ -	\$ -	Single Family (Attached)	102	0	\$ -	\$ -	Single Family (Attached)	102	0	\$ -	\$ -
Two-Family Building	103	0	\$ -	\$ -	Two-Family Building	103	0	\$ -	\$ -	Two-Family Building	103	0	\$ -	\$ -
3 & 4 Fam. Building (Apts)	104	0	\$ -	\$ -	3 & 4 Fam. Building (Apts)	104	0	\$ -	\$ -	3 & 4 Fam. Building (Apts)	104	0	\$ -	\$ -
5+ Fam Building (Apts)	105	0	\$ -	\$ -	5+ Fam Building (Apts)	105	0	\$ -	\$ -	5+ Fam Building (Apts)	105	0	\$ -	\$ -
3 & 4 Fam. Building (Condos)	106	0	\$ -	\$ -	3 & 4 Fam. Building (Condos)	106	0	\$ -	\$ -	3 & 4 Fam. Building (Condos)	106	0	\$ -	\$ -
5+ Fam. Building (Condos)	107	0	\$ -	\$ -	5+ Fam. Building (Condos)	107	0	\$ -	\$ -	5+ Fam. Building (Condos)	107	0	\$ -	\$ -
Manu. Home (New Locate)	111	1	\$ 53,599	\$ 75	Manu. Home (New Locate)	111	1	\$ 53,599	\$ 75	Manu. Home (New Locate)	111	0	\$ -	\$ -
Manu. Home (Replacement)	112	3	\$ 161,358	\$ 225	Manu. Home (Replacement)	112	3	\$ 161,358	\$ 225	Manu. Home (Replacement)	112	0	\$ -	\$ -
Driveway/Open Ditch Encl.	113	2	\$ 135,200	\$ 293	Driveway/Open Ditch Encl.	113	2	\$ 135,200	\$ 293	Driveway/Open Ditch Encl.	113	9	\$ 24,000	\$ 270
Well Drilling Permit	116	0	\$ -	\$ -	Well Drilling Permit	116	0	\$ -	\$ -	Well Drilling Permit	116	1	\$ 3,500	\$ 35
Electrical Permit	120	31	\$ 643,581	\$ 1,805	Electrical Permit	120	31	\$ 643,581	\$ 1,805	Electrical Permit	120	22	\$ 136,895	\$ 972
Plumbing Permit	121	12	\$ 35,000	\$ 625	Plumbing Permit	121	12	\$ 35,000	\$ 625	Plumbing Permit	121	7	\$ 65,500	\$ 420
Mechanical Permit	122	5	\$ 36,439	\$ 249	Mechanical Permit	122	5	\$ 36,439	\$ 249	Mechanical Permit	122	4	\$ 273,510	\$ 933
Gas Permit	123	0	\$ -	\$ -	Gas Permit	123	0	\$ -	\$ -	Gas Permit	123	3	\$ 25,000	\$ 111
Hotel or Motel	213	0	\$ -	\$ -	Hotel or Motel	213	0	\$ -	\$ -	Hotel or Motel	213	0	\$ -	\$ -
Amusement/Recreation	318	0	\$ -	\$ -	Amusement/Recreation	318	0	\$ -	\$ -	Amusement/Recreation	318	0	\$ -	\$ -
Church/Religious Building	319	0	\$ -	\$ -	Church/Religious Building	319	0	\$ -	\$ -	Church/Religious Building	319	0	\$ -	\$ -
Industrial Building	320	0	\$ -	\$ -	Industrial Building	320	0	\$ -	\$ -	Industrial Building	320	0	\$ -	\$ -
Parking Garage	321	0	\$ -	\$ -	Parking Garage	321	0	\$ -	\$ -	Parking Garage	321	0	\$ -	\$ -
Serve Station/Repair Garage	322	0	\$ -	\$ -	Serve Station/Repair Garage	322	0	\$ -	\$ -	Serve Station/Repair Garage	322	0	\$ -	\$ -
Hospital/Institution	323	0	\$ -	\$ -	Hospital/Institution	323	0	\$ -	\$ -	Hospital/Institution	323	0	\$ -	\$ -
Office, Bank/Professional Bldg.	324	0	\$ -	\$ -	Office, Bank/Professional Bldg.	324	0	\$ -	\$ -	Office, Bank/Professional Bldg.	324	0	\$ -	\$ -
Public Works/Utilities	325	0	\$ -	\$ -	Public Works/Utilities	325	0	\$ -	\$ -	Public Works/Utilities	325	0	\$ -	\$ -
School/Educational Bldg.	326	0	\$ -	\$ -	School/Educational Bldg.	326	0	\$ -	\$ -	School/Educational Bldg.	326	0	\$ -	\$ -
Store/Mercantile Building	327	0	\$ -	\$ -	Store/Mercantile Building	327	0	\$ -	\$ -	Store/Mercantile Building	327	0	\$ -	\$ -
Other Non-Residential Bldg.	328	5	\$ 14,703	\$ 145	Other Non-Residential Bldg.	328	5	\$ 14,703	\$ 145	Other Non-Residential Bldg.	328	7	\$ 75,912	\$ 625
Structures other than Bldg.	329	19	\$ 637,296	\$ 4,468	Structures other than Bldg.	329	19	\$ 637,296	\$ 4,468	Structures other than Bldg.	329	10	\$ 203,629	\$ 1,478
Sign	330	6	\$ 26,014	\$ 275	Sign	330	6	\$ 26,014	\$ 275	Sign	330	4	\$ 3,675	\$ 150
Add/Alter/Repair Res. Bldg.	434	19	\$ 234,754	\$ 837	Add/Alter/Repair Res. Bldg.	434	19	\$ 234,754	\$ 837	Add/Alter/Repair Res. Bldg.	434	25	\$ 203,465	\$ 1,532
Add/Alter/Repair Non-Res. Bldg.	437	2	\$ 61,000	\$ 3,523	Add/Alter/Repair Non-Res. Bldg.	437	2	\$ 61,000	\$ 3,523	Add/Alter/Repair Non-Res. Bldg.	437	6	\$ 727,525	\$ 4,781
Residential Garage/Carport	438	0	\$ -	\$ -	Residential Garage/Carport	438	0	\$ -	\$ -	Residential Garage/Carport	438	0	\$ -	\$ -
Demolition	450	3	\$ -	\$ 150	Demolition	450	3	\$ -	\$ 150	Demolition	450	1	\$ -	\$ 50
Move House/Structure/Bldg.	475	0	\$ -	\$ -	Move House/Structure/Bldg.	475	0	\$ -	\$ -	Move House/Structure/Bldg.	475	0	\$ -	\$ -
Sprinkler System, Bldg. Only	501	0	\$ -	\$ -	Sprinkler System, Bldg. Only	501	0	\$ -	\$ -	Sprinkler System, Bldg. Only	501	0	\$ -	\$ -
TOTAL		126	\$ 6,589,960	\$ 117,000	TOTAL		126	\$ 6,589,960	\$ 117,000	TOTAL		107	\$ 2,422,611	\$ 62,913

* Total Fees Collected include base permit fee, impact fee, and plan review fee. The table below indicates plan review fees collected, which is included in the total above.

Previous Month November 1, 2022 to November 30, 2022			Fiscal Year to Date November 1, 2022 to November 30, 2022			(Previous) Fiscal Year to Date November 1, 2021 to November 30, 2021		
Plan Review Fees Collected		\$ 3,800.25	Plan Review Fees Collected		\$ 3,800.25	Plan Review Fees Collected		\$ 2,318.50



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Councilmember Nelson's Report
Prepared by: Wendy Bruce Sochia
Presented by: Councilmember Nelson

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

Monthly HFD Report



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Monthly HFD Report
Prepared by: Wendy Bruce Sochia
Presented by: Vicky C. Nelson

PURPOSE: To Present for Mayor and Council Consideration, HFD Monthly Report - November 2022

BACKGROUND: HFD Monthly Report - November 2022

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. HFD Monthly Report - November 2022

PREVIOUS COUNCIL DISCUSSION:

Hinesville Fire Department Incident Activity Report

Period	Hinesville City Limits	Flemington City Limits	Liberty County	Midway City Limits	Richmond Hill	Jesup	Glennville	Sta 1 Totals	Hinesville City Limits	Walthourville City Limits	Alenhurst City Limits	Gumbranch City Limits	Riceboro City Limits	Liberty County	Long County	Sta 2 Totals	Totals
November 1-30, 2022	290	9															299
December 1-31, 2022																	0
January 1-31, 2023																	0
February 1-28, 2023																	0
March 1-31, 2023																	0
April 1-30, 2023																	0
May 1-31, 2023																	0
June 1-30, 2023																	0
July 1-31, 2023																	0
August 1-21, 2023																	0
September 1-30, 2023																	0
October 1-31, 2023																	0
Totals	290	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	299

Non Incident Activity Report

Period	Burn Permits	Car Seats	Smoke Detectors	Public Education	Swimming Pool Filled	CPR	First Response	BP Checks	Station Tour	Fire Safety House	Safety Talk	Totals
November 1-30, 2022	26		2	389								417
December 1-30, 2022												0
January 1-31, 2023												0
February 1-28, 2023												0
March 1-31, 2023												0
April 1-30, 2023												0
May 1-31, 2023												0
June 1-30, 2023												0
July 1-31, 2023												0
August 1-31, 2023												0
September 1-30, 2023												0
October 1-31, 2023												0
Totals	26	0	2	389	0	0	0	0	0	0	0	417

City of Hinesville

Hinesville Fire Department

Dollar Value Saved and Loss

Period	# of Fires	Total Values	Total Losses	Total Saved	Total % Losses	Total % Saved
November 1-30, 2022	1	26,590	19,943	6,648	75.00%	25.00%
December 1-31, 2022						
January 1-31, 2023						
February 1-28, 2023						
March 1-31, 2023						
April 1-30, 2023						
May 1-31, 2023						
June 1-30, 2023						
July 1-31, 2023						
August 1-31, 2023						
September 1-30, 2023						
October 1-31, 2023						
Fiscal Year 2022 YTD	1	\$ 26,590	\$ 19,943	\$ 6,648	75.00%	25.00%

Custom ▾

Nov 1, 2022 - Nov 30, 2022 ▾

35%

FIRE
Percentage of Total Incidents

65%

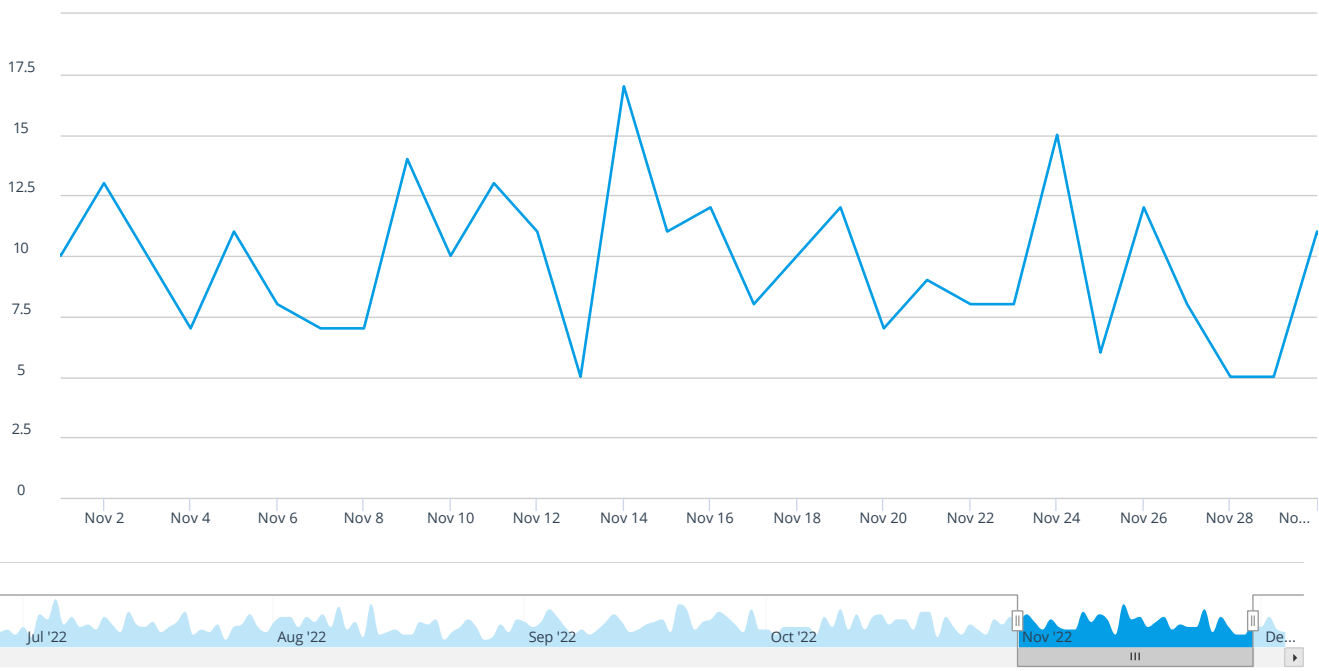
EMS
Percentage of Total Incidents

289

INCIDENTS
In Selected Time Slice

30

DAYS
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	11/6/22	11/13/22	11/20/22	11/27/22	12/4/22	12/11/22	12/18/22	12/25/22	1/1/23	1/8/23	1/15/23	1/22/23	1/29/23	Total
(11) Structure Fire			3	1										4
(12) Fire in mobile property used as a fixed structure	1													1
(14) Natural vegetation fire		2		1										3
(15) Outside rubbish fire	1				1									2
(25) Excessive heat, scorch burns with no ignition			1											1
(31) Medical assist	31	34	42	39	12									158
(32) Emergency medical service (EMS) incident	8	7	9	4	3									31
(33) Lock-In		2	1											3
(41) Combustible/f... spills & leaks	1													1
(44) Electrical wiring/equipm. problem	2	1	2	1										6
(46) Accident, potential accident		1												1
(51) Person in distress				1										1
(53) Smoke, odor problem			2											2
(55) Public service assistance			2	1										3
(56) Unauthorized burning			1											1

Week Ending	11/6/22	11/13/22	11/20/22	11/27/22	12/4/22	12/11/22	12/18/22	12/25/22	1/1/23	1/8/23	1/15/23	1/22/23	1/29/23	Total
(61) Dispatched and canceled en route	5	8	2	7	3									25
(62) Wrong location, no emergency found	1	2	1	1										5
(65) Steam, other gas mistaken for smoke		1												1
(70) False alarm and false call, other				1										1
(71) Malicious, mischievous false alarm			1											1
(73) System or detector malfunction			3											3
(74) Unintentional system/detect... operation (no fire)	9	9	7	9	2									36
Total	59	67	77	66	21									290

Custom ▾

Nov 1, 2022 - Nov 30, 2022 ▾

35%

FIRE
Percentage of Total Incidents

65%

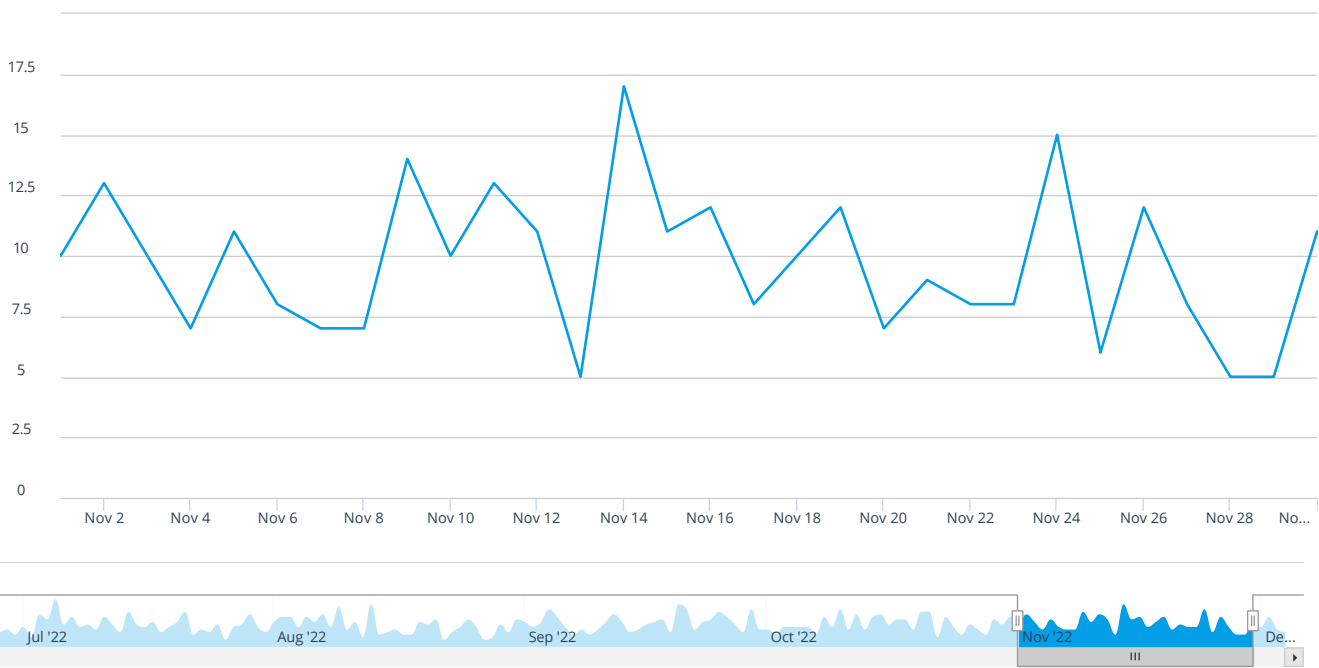
EMS
Percentage of Total Incidents

289

INCIDENTS
In Selected Time Slice

30

DAYS
In Selected Time Slice



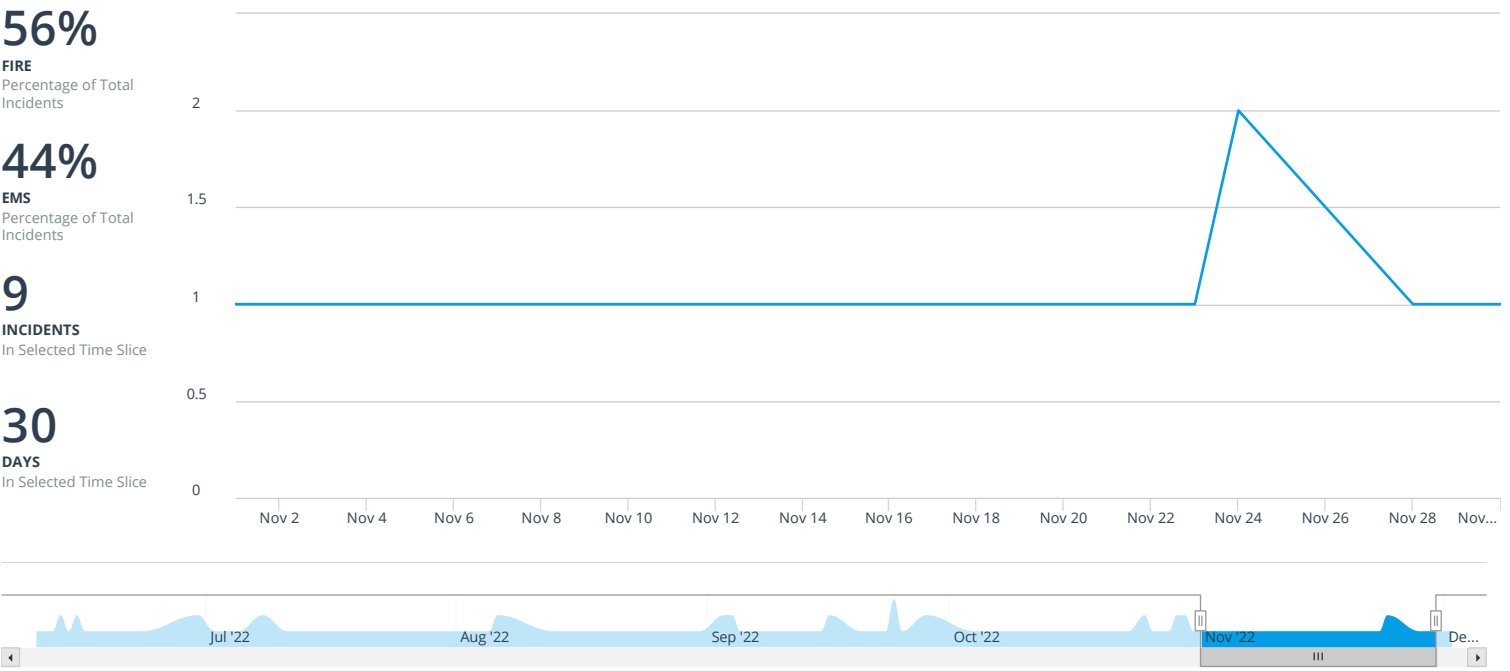
Counts % Rows % Columns % All

Week Ending	11/6/22	11/13/22	11/20/22	11/27/22	12/4/22	12/11/22	12/18/22	12/25/22	1/1/23	1/8/23	1/15/23	1/22/23	1/29/23	Total
(11) Structure Fire			3	1										4
(12) Fire in mobile property used as a fixed structure	1													1
(14) Natural vegetation fire		2		1										3
(15) Outside rubbish fire	1				1									2
(25) Excessive heat, scorch burns with no ignition			1											1
(31) Medical assist	31	34	42	39	12									158
(32) Emergency medical service (EMS) incident	8	7	9	4	3									31
(33) Lock-In		2	1											3
(41) Combustible/f... spills & leaks	1													1
(44) Electrical wiring/equipm. problem	2	1	2	1										6
(46) Accident, potential accident		1												1
(51) Person in distress				1										1
(53) Smoke, odor problem			2											2
(55) Public service assistance			2	1										3
(56) Unauthorized burning			1											1

Week Ending	11/6/22	11/13/22	11/20/22	11/27/22	12/4/22	12/11/22	12/18/22	12/25/22	1/1/23	1/8/23	1/15/23	1/22/23	1/29/23	Total
(61) Dispatched and canceled en route	5	8	2	7	3									25
(62) Wrong location, no emergency found	1	2	1	1										5
(65) Steam, other gas mistaken for smoke		1												1
(70) False alarm and false call, other				1										1
(71) Malicious, mischievous false alarm			1											1
(73) System or detector malfunction			3											3
(74) Unintentional system/detect... operation (no fire)	9	9	7	9	2									36
Total	59	67	77	66	21									290

Custom ▾

Nov 1, 2022 - Nov 30, 2022 ▾



Counts

% Rows

% Columns

% All

Week Ending	11/6/22	11/13/22	11/20/22	11/27/22	12/4/22	12/11/22	12/18/22	12/25/22	1/1/23	1/8/23	1/15/23	1/22/23	1/29/23	Total
(31) Medical assist		1		1										2
(32) Emergency medical service (EMS) incident	1				1									2
(61) Dispatched and canceled en route		1	1	1										3
(70) False alarm and false call, other				1										1
(74) Unintentional system/detect... operation (no fire)		1												1
Total	1	3	1	3	1									9

Hinesville Fire Department

Monthly Inspection Report

Period	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
30 Day Re-Inspection	-											
Above Grid Inspection	1											
Annual Inspection	11											
Business License	7											
Commercial Burn Inspection	-											
Compaint	3											
Consultation	1											
Courtesy Walk Through	4											
Final	8											
Fireworks Display Inspection	-											
Fire Alarm	1											
Food Truck Inspection	-											
Firewall/Barrier	2											
Hood Suppression	-											
Hood System Light Test Inspection	-											
HVAC Smoke Test Inspection	2											
Occupancy	1											
Hydrant Inspection	-											
Plans Review	-											
Pre-Construction	-											
Special Request	-											
Underground Pressure Test	-											
	41	-	-	-	-	-	-	-	-	-	-	-

Title	Total
Public Safety Education	389
Smoke Detectors	2
Burn Permits	26
Car Seats	6
CPR	0
Pool Fills	0

**Hinesville Fire Department
Public Safety Education Report
November 1, 2022 to November 30, 2022**

Date	Shift	Location	Description	Contacts
11/1/2022	A	1695 Elma G. Miles Parkway (Little Treasures Day Care)	Engine Display	48
11/2/2022	B	508 Ashmore Boulevard (Westwood Day Care)	Engine Display	55
11/4/2022	A	378 Airport Road (Taylors Creek Elementary School)	Engine Display/Safety Talk	100
11/7/2022	A	103 Liberty Street (Station 1)	Car Seat Check	1
11/12/2022	C	Tranquil South Subdivision Neighborhood Gathering	Engine Display	30
11/14/2022	B	103 Liberty Street (Station 1)	Car Seat Check	1
11/15/2022	C	116 E, Lowe Circle (Wright Army Airfield)	Engine Display	100
11/16/2022	A	103 Liberty Street (Station 1)	Car Seat Check	1
11/16/2022	A	103 Liberty Street (Station 1)	Car Seat Check	1
11/17/2022	B	103 Liberty Street (Station 1)	Station Tour	8
11/18/2022	C	733 Dover Lane	Smoke Detector Install	1
11/19/2022	A	103 Liberty Street (Station 1)	PSE Assignment (Moment of Prayer w/Cathedral of Praise)	3
11/20/2022	B	406-C S. Main Street (Cathedral of Praise Church)	PSE Assignment (First Responder Appreciation Ceremony)	35
11/21/2022	C	103 Liberty Street (Station 1)	Car Seat Check	1
11/22/2022	A	1006 Pineland Avenue	Smoke Detector Install	1
11/22/2022	A	103 Liberty Street (Station 1)	PSE Assignment (Meeting w/the United Way)	1
11/22/2022	A	103 Liberty Street (Station 1)	Car Seat Check	1
11/23/2022	B	103 Liberty Street (Station 1)	PSE Assignment (Meeting w/the United Way)	1
Total Contacts Made				389



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Councilmember Floyd's Report
Prepared by: Rose Kenner
Presented by: Councilmember Floyd

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

Monthly Business License Report

Monthly Birthdays



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Monthly Business License Report
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: To inform Mayor and Council of new license applications received for the month of November.

BACKGROUND: The attached list shows all business license applications processed in November 2022. The list includes businesses that have started and/or completed the process of obtaining a City of Hinesville business license. The report includes 13 new businesses and 0 change in ownership.

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. November BL Monthly Report

PREVIOUS COUNCIL DISCUSSION: None



Monthly Business License Report

completed and/or pending Business License Applications

NOVEMBER

Status	Start Date	Trade Name	BL Address	Nature of Business
<u>P</u>	11/4/2022	EXPEDIA CRUISES	229 W GENERAL SCREVEN WAY STE R	561510 - 561510 - TRAVEL AGENCY
<u>P</u>	11/7/2022	LIBERTY GROUP	309 N MAIN ST	531210 - 531210 -REAL ESTATE
<u>C</u>	11/7/2022	THE FRUITFUL BLESSINGS OF GOD	1104 COBRA CIRCLE	813110 - 813110 - MINISTRY
<u>P</u>	11/8/2022	AARON'S SALES AND LEASE OWNERSHIP	519 W OGLETHORPE HWY	532299 - 532299 RENTAL CENTER
<u>C</u>	11/10/202	ASPEN CONTRACTING INC	4141 NE LAKEWOOD WAY	238190 - 238190 - REPAIRS OF ROOFS SIDING GUTTERS
<u>C</u>	11/14/202	GEORGIA HOSPICE CARE ***unpaid fire fees***	438 ELMA G MILES PKWY, D	621610 - 621610 - HOSPICE SERVICES
<u>P</u>	11/14/202	TOTAL HOME REPAIRS	520 FRANKLIN ST	236118 - 236118 - RESIDENTIAL HOME REPAIRS
<u>C</u>	11/15/202	INSIGHT PROPHETIC SCHOOL	1104 COBRA CIRCLE	813110 - 813110 - MINISTRY
<u>P</u>	11/17/202	IMS ROBOTICS USA LLC	143 W HENDRY ST, 143	237130 - 237130 - UNDERGROUND INFRASTRUCTURE
<u>P</u>	11/17/202	PRETTY IN PINK BEAUTY BAR	951 ELMA G MILES PKWY, C	812199 - 812119 - BEAUTY AND PERMANENT TATTOO
<u>P</u>	11/18/202	ELEGANCE & STYLE BARBER LOUNGE	2361 GA HWY 196	812111 - 812111 - BARBERSHOP
<u>P</u>	11/21/202	REBECCA LEE PHOTOGRAPHY	554 BURKE DRIVE	541921 - 541921 - PHOTOGRAPHY
<u>P</u>	11/28/202	WOODWORKING BY RUSTIC DESIGN LLC	751 W OGLETHORPE HWY	442110 - 442110 - WOODWORKING RETAIL

NEW	13	ACTIVE ACCOUNTS ENDING IN OCTOBER 2022	1390
CHANGE IN OWNERSHIP	0	TERMINATED ACCOUNTS NOVEMBER 2022	12
TOTAL	13	ACCOUNTS ACTIVE NOVEMBER 2022	1403



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Monthly Birthdays
Prepared by: Rose Kenner
Presented by: Councilmember Floyd

PURPOSE: For Mayor and Council to Acknowledge Employee Birthdays for the month of December.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. December Birthdays

PREVIOUS COUNCIL DISCUSSION:

A festive header for a birthday celebration. It features a central banner with the word 'HAPPY' in large, colorful letters (H: blue, A: yellow, P: purple, P: green, Y: red). The banner is flanked by two clusters of balloons. The left cluster includes a red balloon with 'Happy Birthday' in white script, a green balloon, a yellow balloon, and a blue balloon with 'Happy Birthday' in white script. The right cluster includes a yellow balloon with 'Happy Birthday' in white script, a purple balloon, a red balloon, and a green balloon with 'Happy Birthday' in white script.

DECEMBER BIRTHDAYS

Lia Jones

Admin

Ryan Arnold

Admin

Tina Dinkins

Finance

Vicky Nelson

Admin

Iris Cadiz

Police

Tracey Howard

Police

Andretta Jackson

Police

Richard Long

Police

Pauline McIver

Police

Karen Osterman

Police

Faith Rihn

Police

Bryan Wolf

Police

Jerrold Higginbotham

Police

Patrick Roberts

Police

Charles Smith

Police

Gianni Wong

Police

Mohammad Bryant

Fire

Tracy Burriss

Fire

DECEMBER BIRTHDAYS



Charles Colon

Police

Donald Nunnally

Police

Davis Stroman

Police

Brittany Blackman

Fire

George Smith

Inspections

Daniel St. Onge

Inspections

Tiffany McClain

Water

Darlene Ignaszewski Municipal Court



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Councilmember Reid's Report
Prepared by: Darlene Parker
Presented by: Councilmember Reid

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

Monthly ESG Operations and Status Report



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Monthly ESG Operation and Status Report
Prepared by: Darlene Parker
Presented by: Gary Gillard

PURPOSE: To discuss ESG Operations and Status Report for the month of November 2022.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. ESG Operations and Status Report November 2022

PREVIOUS COUNCIL DISCUSSION:



November 2022

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DEPARTMENTAL SUMMARY***Executive Summary***

Below are departmental activity reports for ESG-Operations for the month of Nov '22

1 Nov 22: Placement of Liberty Transit Bus Shelter on 15th Street (near Food Lion)



Safety Incident Reports

Nov '22

At Fault Motor Vehicle Incidents	0
Motor Vehicle Accidents	0
First Aid Cases	0
Collateral Damage Incidents	1
Occupational Injury Incidents	2
Safety Training Hours	105
Medical Treatment Cases	0
Restricted Duty Cases	0
Lost Time Incidents	0
Worksite Inspections	43
Near Miss Incidents	0

HINESVILLE SAFETY TRAINING

(Hours)

Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19	Total
104	127	136	148	117	123	150	137	114	105	103	123	1384

(Hours)

Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20	Total
83	63	116	112	81	71	76	112	119	111	81	135	1079

(Hours)

Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21	Total
122	137	174	187	172	169	213	178	155	246	263	142	2158

(Hours)

Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Total
160	154	168	197	254	199	198	205	152	125	105		1917

Parks and Grounds (Mosquito Control)

Nov '22 Mosquito Control Activity Report

Date	Activity
1-Nov-22	Inspected stormwater structures for District 2
2-Nov-22	Inspected stormwater structures for District 2
3-Nov-22	Inspected stormwater structures for District 2
4-Nov-22	Inspected stormwater structures for District 2
7-Nov-22	Inspected stormwater structures for District 2
8-Nov-22	Inspected stormwater structures for District 3 Conducted breeding site surveillance of stagnant water at JV Road WRF plant.
9-Nov-22	Inspected stormwater structures for District 3
10-Nov-22	Inspected stormwater structures for District 3
11-Nov-22	Inspected stormwater structures for District 3
14-Nov-22	Inspected stormwater structures for District 4
15-Nov-22	Inspected stormwater structures for District 4
16-Nov-22	Inspected stormwater structures for District 4 , assembled EC3 Camera coordinated with ITT Department to assist with setup
17-Nov-22	Inspected stormwater structures for District 4
18-Nov-22	Inspected stormwater structures for District 5
21-Nov-22	Inspected stormwater structures for District 5
22-Nov-22	Inspected stormwater structures for District 5
23-Nov-22	Inspected stormwater structures for District 5
28-Nov-22	Adjusted camera for Microscope (Ec3), Inspected stormwater structures for District 1
29-Nov-22	Adjusted camera for Microscope (Ec3)
30-Nov-22	Adjusted camera for Microscope (Ec3)

Vehicle Maintenance

Below are the number of Corrective Maintenance (CM's) and Preventative Maintenance (PM's) work orders completed during the month of Nov '22

Department	CM	PM	Total
Police	15	3	18
Fire	3	3	6
Stormwater	10	1	11
City Hall Admin	2	0	2
ESG Admin	1	1	2
Inspections	3	1	4
Sanitation	24	3	27
Streets/Drainage	5	1	6
Parks/Grounds	7	1	8
FSAB/HAAF	4	2	6
Vehicle Maint	0	0	0
Const Maint	6	2	8
Meter Reading	2	0	2
Water Lab	0	0	0
Lift Stations	3	0	3
WRF	0	0	0
WPCP	0	0	0
		Total	103

Sanitation

Listed below is a summary of the material picked up by the sanitation department since the beginning of our contract:

Tons of Garbage

YEAR	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	TOTAL	AVG
2016/17	850	911	957	784	948	900	939	989	1006	956	980	918	11138	928.2
2017/18	947	899	889	865	1012	988	1065	1033	1069	1048	854	958	11627	968.9
2018/19	942	870	1063	819	955	975	995	980	1120	956	915	1112	11702	975.2
2019/20	894	1078	1053	879	1080	1323	782	1246	1253	1165	1174	1119	13046	1087
2020/21	1086	1246	1023	1023	1379	1242	1228	1284	1334	1222	1203	1086	14356	1196
2021/22	1184	1282	1660	1015	1307	1136	1170	1177	1129	1240	1180	1077	14557	1213
2022/23	1174												1174	1174
2023/24													0	0

Cubic Yards of Yard Waste

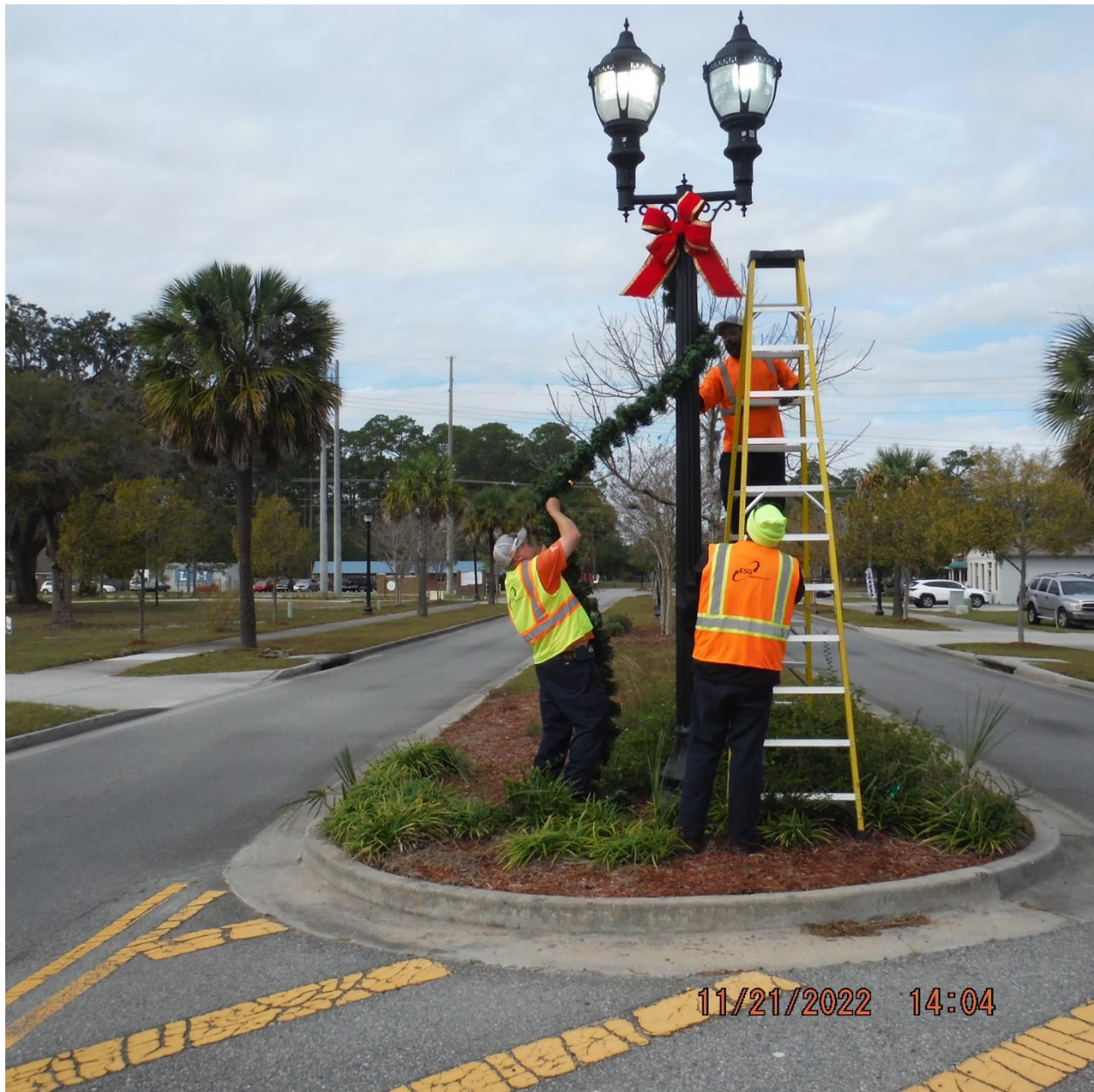
YEAR	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	TOTAL	AVG
2016/17	3275	1625	2200	2575	2850	2375	2150	1150	1625	1425	6750	1625	29625	2469
2017/18	1800	1700	1625	1850	2775	1825	2304	1350	2050	1950	1966	3175	24370	2031
2018/19	1200	1675	2575	1775	2275	1750	1925	1625	1575	725	1475	1325	19900	1658
2019/20	1100	1875	1925	1325	2475	3200	2425	2000	1575	2050	1775	2425	24150	2013
2020/21	1975	2600	2500	2225	3200	2450	2700	2550	2075	1475	1700	1750	27200	2267
2021/22	2125	2975	1725	2425	2350	2175	2000	1300	1050	1300	1300	2100	22825	2075
2022/23	1550												1550	1550
2023/24													0	0

Streets

18 Nov 22: Putting up Christmas Decorations on Hwy 84



22 Nov 22: Putting up Christmas Decorations on Memorial Drive



Nov '22: Sign Maintenance/Pothole Repairs

Date	Street	Sign	Pothole
1-Nov-22	720 YELLOWPINE ST		FILLED 1 POTHOLE WITH COLD PATCH.
	726 YELLOWPINE ST		FILLED 1 POTHOLE WITH COLD PATCH.
	750 STRICKLAND ST		FILLED 1 POTHOLE WITH COLD PATCH.
	2153 WALBERG ST		FILLED 1 POTHOLE WITH COLD PATCH.
	1810 STONEHENGE DR		FILLED 1 POTHOLE WITH COLD PATCH.
	1902 STONEHENGE DR		FILLED 1 POTHOLE WITH COLD PATCH.
	103 EUNICE RD	REMOVED OLD STOP SIGN	
2-Nov-22	1220 S-MAIN ST EXT		FILLED 2 POTHoles WITH COLD PATCH.
	1237 S-MAIN ST EXT		FILLED 1 POTHOLE WITH COLD PATCH.
	1239 S-MAIN ST EXT		FILLED 1 POTHOLE WITH COLD PATCH.
	1240 S- MAIN ST EXT		FILLED 1 POTHOLE WITH COLD PATCH.
	104 MAID MARION DR		FILLED 1 POTHOLE WITH COLD PATCH.
	807 FOREST ST		FILLED 1 POTHOLE WITH COLD PATCH.
4-Nov-22	200 SHIPMAN AVE	STOP/ NAME SIGN CLEAN.	
	J.V. ROAD (WRF)	RESET PLANT SIGN.	
7-Nov-22	1112 RICADE RD		FILLED 1 POTHOLE WITH COLD PATCH.
	1110 RICADE RD		FILLED 3 POTHoles WITH COLD PATCH.
	1104 RICADE RD		FILLED 1 POTHOLE WITH COLD PATCH.
	1103 RICADE RD		FILLED 2 POTHoles WITH COLD PATCH.
	1101 RICADE RD		FILLED 3 POTHoles WITH COLD PATCH.
	1044 RICADE RD		FILLED 3 POTHoles WITH COLD PATCH.
	1010 RICADE RD		FILLED 1 POTHOLE WITH COLD PATCH.
	1935 STONEHENGE DR		FILLED 1 POTHOLE WITH COLD PATCH.
	1220 WALBERG ST		FILLED 1 POTHOLE WITH COLD PATCH.
8-Nov-22	106 M.L. KING JR BLVD	CLEAN SIGN	
	100 GAUSE ST	CLEAN SIGN	
	100 GRIFFIN ST	CLEAN SIGN	
	100 MIDWAY ST	STRAIGHTEN SIGN	
9-Nov-22	100 RALPH QUARTERMAN	NEW POST.	
	101 RALPH QUARTERMAN	CLEAN SHELTER	
	102 RALPH QUARTERMAN	STRAIGHTEN SIGN	
14-Nov-22	424 Melony Dr	New sign 25 mph	
	593 Melony Dr	New sign 25 mph	
22-Nov-22	555 S-MAIN ST		FILLED 2 POTHoles WITH COLD PATCH.
	512 FOREST ST		FILLED 1 POTHOLE WITH COLD PATCH.
	105 BRADWELL ST		FILLED 3 POTHoles WITH COLD PATCH.
	103 BRADWELL ST		FILLED 4 POTHoles WITH COLD PATCH.
	107 BRADWELL ST		FILLED 3 POTHoles WITH COLD PATCH.
	1040 S-MAIN ST		FILLED 1 POTHOLE WITH COLD PATCH.
	103 WELBORN ST		FILLED 2 POTHoles WITH COLD PATCH.
28-Nov-22	700 WOODS CT	STOP SIGN CLEAN	
	608 MADISON DR	POST REPAIR	

	100 WAYFAIR LN	POST REPAIR	
	603 SCOTT ST	POST REPAIR	
	LECOUNTE ST		FILLED 3 POTHOLE WITH COLD PATCH.
	FOX HAVEN CT		FILLED 1 POTHOLE WITH COLD PATCH.
29-Nov-22	800 FOREST ST		FILLED 1 POTHOLE WITH COLD PATCH.
	203 BARRY McCaffrey		FILLED 1 POTHOLE WITH COLD PATCH.
	199 BARRY McCaffrey		FILLED 1 POTHOLE WITH COLD PATCH.
	196 BARRY McCaffrey		FILLED 1 POTHOLE WITH COLD PATCH.
	194 BARRY McCaffrey		FILLED 2 POTHOLE WITH COLD PATCH.
	190 BARRY McCaffrey		FILLED 1 POTHOLE WITH COLD PATCH.
	189 BARRY McCaffrey		FILLED 1 POTHOLE WITH COLD PATCH.

Drainage

Street Sweeping Monthly Total Miles

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
November	784	881	933	768	788	838	1103	
December	628	658	762	899	895	897		
January	783	871	774	815	789	828		
February	776	790	835	902	807	442		
March	833	826	908	1047	1052	991		
April	777	855	913	1036	1011	934		
May	876	1021	1029	841	798	828		
June	870	822	789	1005	1092	837		
July	813	940	997	1079	1047	532		
August	963	970	1004	961	923	871		
September	616	897	949	973	899	684		
October	899	1023	1019	837	847	670		
Total	9618	10554	10912	11163	10948	9352	1103	0

Compliance

There were no permit excursions for the month of November for JV Road or Fort Stewart WPCP. All permit-required documentation has been submitted to the state regulatory agencies in a timely manner.

Water Treatment

Water Production (million gallons)	106.736
Water Meters Read	13,630
Water/Sewer line locates	436
Sewer main cleaning	15,692ft.

Wastewater Treatment

WPCP

Hinesville Total Flow (million gallons)	96.29
Hinesville Average Flow (million gallons per day)	3.21
Ft. Stewart Total Flow (million gallons)	77.39
Ft. Stewart Average Flow (million gallons per day)	2.58
Combined Total Inf Flow (million gallons)	173.67
Combined Average Inf Flow (million gallons per day)	5.79
Combined Average Eff Flow (million gallons per day)	5.80

WRF

Influent flow (million gallons)	44.322
Influent flow Average (million gallons per day)	1.477
Discharge flow (million gallons)	32.184
Discharge flow Average (million gallons per day)	1.073
Re-use flow (million gallons)	9.087
Re-use flow Average (million gallons per day)	0.303
On-Site Storage (million gallons)	3.051

FSGM

Corinth Cemetary part of the fall cemetary tour on Ft. Stewart



Community Engagement

12 Nov 22: Celebrating Ricefest '22 with Micah Ali Gilliard and Ga State Representative Al Williams



Community Engagement

20 Nov 22: Attending the Mayor's Thanksgiving Program with Mayor Brown and my grandkids





City of Hinesville, Georgia, Council Meeting

Date: December 15, 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: December 15, 2022
Agenda Item: 2022 Scheduled Holiday Discussion
Prepared by: Lia Jones
Presented by: Kenneth Howard

ACTION ITEMS:

INFORMATIONAL ITEMS:



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022

Agenda Item: Retirees Cost of Living Adjustment (COLA)

Prepared by: Lia Jones

Presented by: Kenneth Howard

ACTION ITEMS:

INFORMATIONAL ITEMS:

December 1, 2022

Ms. Michelle Warner
Director of Retirement Field Services and Defined Contribution Program
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303

Re: Benefit Study for the City of Hinesville

Dear Michelle:

As requested, we have developed the impact on plan funding of granting a one-time (ad-hoc) cost-of-living adjustment of 1.00% for retirees and beneficiaries of the City of Hinesville Retirement Plan.

The data, financial information, and plan provisions for the January 1, 2022 valuation were used to develop these results. Since the results are dependent on a given set of assumptions and data as of a specific date, there is a risk that emerging results may differ significantly, as actual experience differs from the assumptions.

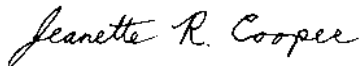
When determining the Recommended Contribution, the total level dollar amortization is adjusted, if necessary, to be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In addition, since the funded ratio on an actuarial basis prior to the plan change is 86.29%, the plan change is amortized over 20 years per the GMEBS funding policy. The amortization period may change depending on the funded ratio when the plan change is first reflected. If the actuarial funding ratio drops below 80%, the amortization period would be 15 years instead of 20.

Please note, for the fiscal year November 1, 2021 to October 31, 2022, GASB standards require that the plan's Net Pension Liability (NPL) be reported on the sponsoring employer's balance sheet. The standards require using the Entry Age Funding method and assets at market (rather than the projected Unit Credit method and smoothed assets which are used for determining contribution requirements). For the fiscal year ended October 31, 2022, we have calculated the NPL as \$2,293,275. Inclusion of the proposed benefit improvement would increase this by an estimated \$157,000.

We are members of the American Academy of Actuaries and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial option herein.

If you have any questions or need additional information, please let us know.

Sincerely,



Jeanette R. Cooper, FSA, FCA, MAAA, EA
Vice President and Consulting Actuary



Malichi S. Waterman, FCA, MAAA, EA
Vice President and Consulting Actuary

City of Hinesville
Benefit Studies
Summary of Results

	<u>Current Plan</u>	<u>1.00% Ad-hoc COLA</u>
<u>Current Recommended Contribution</u>		
Recommended Contribution as of January 1, 2022	\$1,091,562	\$1,091,562
Covered Payroll	\$8,830,110	\$8,830,110
% of Covered Payroll	12.13%	12.13%
<u>Impact of Benefit Improvement</u>		
Cost of Benefit Improvement	--	\$15,605
% of Covered Payroll	--	0.18%
<u>Total Plan Cost of Benefit Improvement</u>		
\$ Amount (Recommended Contribution + Cost of Benefit Improvement)	--	\$1,107,167
% of Covered Payroll	--	12.31%
<u>Funding Elements</u>		
Mid-year Normal Cost with Expenses	\$541,447	\$541,447
Actuarial Value of Assets	\$23,141,488	\$23,141,488
Actuarial Accrued Liability	\$26,818,583	\$26,975,417
Unfunded Actuarial Accrued Liability	\$3,677,095	\$3,833,929
Funded Ratio on Actuarial Value of Assets	86.29%	85.79%
Market Value of Assets	\$27,026,288	\$27,026,288
Funded Ratio on Market Value of Assets	100.77%	100.19%

Fiscal year begins November 1, 2022.



City of Hinesville, Georgia, Council Meeting

Date: December 15, 2022
Agenda Item: Executive Session
Prepared by: Lia Jones
Presented by: Mayor Allen Brown

PURPOSE: To Hold an Executive Session to Discuss Real Estate Matters.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION: None