

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
June 1, 2023
Council Chamber**

MAYOR PRO TEM
Keith Jenkins

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

1. INVOCATION

Bishop Betton of The Cathedral of Praise.

2. MINUTES

Approve the Minutes of the May 18, 2023 Council Meeting.

3. UNFINISHED BUSINESS

3.1. LIVE OAK LIBRARY BOARD

To Present for Mayor and Council Consideration, Live Oak Library Board Appointments Will Expire on June 30, 2023. Appointments are Made by Mayor and Council (Sandra Hicks-Sheffield).

Action Item

4. PRESENTATIONS

4.1. MONTHLY CITY CONSTRUCTION PROJECTS UPDATE

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

Informational Item

5. PLANNING AND ZONING

5.1. SAN PATEL DRIVE DEDICATION

To Present for Mayor and Council Consideration, Dedication of Right-of-Way and Acceptance of Street Improvements for San Patel Drive. (District #2)

Action Item

5.2. LIBERTY COUNTY UNIFIED DEVELOPMENT ORDINANCE #2023-01

To Present for Mayor and Council Consideration, Adoption of the Liberty County Unified Development Ordinance #2023-01.

Action Item

5.3. AZALEA STREET REDEVELOPMENT PHASE IIIB

To Present for Mayor and Council Consideration, Request by the Hinesville Downtown

"Home for a Day or a Lifetime"

Development Authority for Final Plat Approval for a 7-lot Subdivision for Single-family Dwellings on Ash Boulevard. (District #1)

Action Item

5.4. HERITAGE POINTE PH. 1B

To Present for Mayor and Council Consideration, Request by Dryden Enterprises for Final Plat Approval for a 30-lot Subdivision for Single-family Dwellings on Abode Avenue. (District #2)

Action Item

6. PUBLIC HEARING

6.1. REZONING PETITION #2023-031-H

To Present for Mayor and Council Consideration, Petition to Rezone 1 Acre of Land from R-1 (Single Family Dwelling District) to R-4 (Single-and Two-Family Dwelling District) for a Two-Family Dwelling. The Property is Located at 127 Cherrie Murrell Street in Hinesville and is Further Described as LCTM Parcel 058A-028.
(District # 1)

Action Item

6.2. REZONING PETITION #2023-035-H

To Present for Mayor and Council Consideration, Petition to Rezone .033 Acres from R-4 (Single-and Two-Family Dwelling District) to R-A-1 (Multi-Family Dwelling District) for a Multi-Family Dwelling. The Property is Located at 305 Bradwell Street in Hinesville and is Further Described at LCTM Parcel 055D-111. (District # 2)

Action Item

7. NEW BUSINESS

7.1. RIGHT OF WAY EASEMENT AT 131 MACARTHUR DRIVE

To Present for Mayor and Council Consideration, Right of Way Easement at 131 MacArthur Drive.

Informational Item

7.2. SCADA MODIFICATIONS FOR FLEMINGTON PUMPING STATIONS

To Present for Mayor and Council Consideration, Modifications to the SCADA System for Flemington Pumping Stations.

Action Item

7.3. GEFA LOAN CW2023-007 RESOLUTION #2023-10

To Present for Mayor and Council Consideration, Resolution #2023-10 to Authorize the Execution of GEFA Loan CW2023-007 for Expansion of the WRF to 4 mgd.

Action Item

7.4. GEFA LOAN CW 2019-022A RESOLUTION #2023-11

To Present for Mayor and Council Approval, Resolution #2023-11 to Authorize the Execution of GEFA Loan CW 2019-022A for Modifications to the WRF for Permit Compliance.

Action Item

"Home for a Day or a Lifetime"

7.5. FLEMINGTON INTERGOVERNMENTAL AGREEMENT #2023-20

To Present for Mayor and Council Consideration, Intergovernmental Agreement 2023-20 with the City of Flemington for the Purchase of an Ariel Fire Apparatus (Quint).

Action Item

7.6. HEALTH INSURANCE PLAN RENEWAL

To Present for Mayor and Council Consideration, Health Insurance Plan Renewal Updates.

Action Item

8. BUSINESS LICENSE

8.1. CLASS V ALCOHOL LICENSE REQUEST

To Present for Mayor and Council Consideration, Liberty County Chamber of Commerce Class V Alcohol License

Action Item

9. PUBLIC COMMENT

9.1. PUBLIC COMMENT

10. MAYOR ALLEN BROWN

10.1. MAYOR BROWN'S REPORT

11. COUNCILMEMBER RILES - DISTRICT 5

11.1. COUNCILMEMBER RILES REPORT

12. MAYOR PRO TEM JENKINS - DISTRICT 4

12.1. MAYOR PRO TEM JENKINS REPORT

13. COUNCILMEMBER NELSON - DISTRICT 3

13.1. COUNCILMEMBER NELSON'S REPORT

14. COUNCILMEMBER FLOYD - DISTRICT 2

14.1. COUNCILMEMBER FLOYD'S REPORT

15. COUNCILMEMBER REID - DISTRICT 1

15.1. COUNCILMEMBER REID'S REPORT

16. CITY MANAGER KENNETH HOWARD

16.1. CITY MANAGER'S REPORT

17. ADJOURN

"Home for a Day or a Lifetime"



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Live Oak Library Board
Prepared by: Lia Jones
Presented by: Kenneth Howard

PURPOSE: To Present for Mayor and Council Consideration, Live Oak Library Board Appointments Will Expire on June 30, 2023. Appointments are Made by Mayor and Council (Sandra Hicks-Sheffield).

BACKGROUND: The Live Oak Library Board shall consist of three members appointed by the Council and shall serve a three-year term. Appointments are Made by the Council.

Mayor and Council - Sandra Hicks-Sheffield

Section 3. Board members must reside in Liberty County. When a sitting member chooses to reside elsewhere, that seat shall be considered vacant, and the Secretary shall notify the appointing body of the vacancy and request that it be filled.

FUNDING: None

RECOMMENDATION:

ATTACHMENTS:

1. Live Oak Library Board
2. Live Oak Library Board Bylaws

PREVIOUS COUNCIL DISCUSSION: This item was introduced at the May 4, 2023 Council meeting.

STANDING
BOARDS/COMMISSIONS/AUTHORITIES
APPOINTEES

Live Oak Library Board - Board Liaison Lia Jones							
APPOINTED BY	CURRENT APPOINTEES	RESIDES IN DISTRICT	TERMS SERVED	LENGTH OF TERM	TERM BEGAN	TERM EXPIRES	NOTES
Mayor and Council	Sandra Hicks-Sheffield	N/A	1	3 Years	07/06/2017	06/30/2023	
Mayor and Council	Aminata T. Morris			3 Years	03/04/2021	06/30/2025	completed the unexpired term of Helen Stripling and reappointment 06/16/2022
Mayor and Council	Krystal Britton-Hart		1	3 Years	07/18/2019	06/30/2025	

CONSTITUTION OF THE LIBERTY COUNTY LIBRARY BOARD OF TRUSTEES

ARTICLE I. NAME

Section 1. The name of the library shall be the Liberty County Library.

ARTICLE II. PURPOSE

Section 1. These Constitution and Bylaws are companion documents to the Constitution and Bylaws of the Live Oak Public Libraries system (hereinafter Regional Library) and are intended to clarify local practices and the relationship of the Liberty County Library (hereinafter County Library) to the Regional Library. There is to be no conflict between provisions of these Constitution and Bylaws and those of the Regional Library system. If inadvertent conflict occurs, the Regional Constitution and Bylaws shall govern.

Section 2. The County Library shall furnish library service to the people of Liberty County as set forth in the Constitution and Bylaws of the Regional Library, and under the laws and regulations governing public libraries services to all citizens of Liberty County to meet their informational, educational, and recreational needs.

ARTICLE III. CONSTITUENCY

Section 1. The Liberty County Library is a fully participating member of the Live Oak Public Libraries. Membership in the Regional Library provides the citizens of Chatham, Effingham, and Liberty counties with fully reciprocal borrowing privileges in all libraries in the system.

ARTICLE IV. LEGAL AUTHORITY

Section 1. The legal authority for public libraries and boards of trustees described in Title 20, Chapter 5, Article 2 of the Official Code of Georgia, Annotated, amended March 26, 1984.

ARTICLE V. COUNTY LIBRARY BOARD OF TRUSTEES

Section 1. The County Library Board of Trustees shall be composed of eight members appointed by the governmental agencies financially supporting the library on a regular basis, as required by state law. The Liberty County Board of Commissioners and Hinesville City Council shall each appoint three members; the Midway City Council and Riceboro City County shall each appoint one member.

Section 2. The term of office shall be three years, with starting and ending dates corresponding to the Library's fiscal year. A member whose term expires at the end of any fiscal year, and whose seat has not been filled by the appointing agency, may continue service up to

three months pending reappointment or replacement by the appointing agency. No member may serve on this Board for more than three successive three-year terms.

Section 3. Board members must reside in Liberty County. When a sitting member chooses to reside elsewhere, that seat shall be considered vacant, and the Secretary shall notify the appointing body of the vacancy and request that it be filled.

Section 4. Vacancies on the Board shall be filled in the same manner as appointments are made. If a vacancy occurs prior to the expiration of a trustee's term, the new appointee shall complete the unexpired term. This unexpired term shall be considered the first term of the new appointee if it exceeds eighteen months.

Section 5. Board members shall receive no compensation but may be reimbursed for any reasonable and necessary expenses incurred in the performance of library duties. Membership dues or fees for individual membership of Board members in state, regional, and national library associations may be paid from operating funds.

Section 6. The County Library Board shall appoint two of its members to represent it as members of the Regional Library Board. The Regional Board member shall be entrusted with representing and interpreting the interest of the County Library Board to the Regional Board.

ARTICLE VI. OFFICERS

Section 1. The officers of the Board of Trustees shall be a Chair, a Vice Chair and a Secretary elected from those serving on the Board. These officers shall perform the duties prescribed by the Bylaws and by *Robert's Rules of Order* (Revised). The duties of Treasurer shall be performed by the Regional Library Director.

Section 2. The officers shall be elected at the July meeting, as specified in the Bylaws, to serve for one year or until their successors are elected, and their terms of office shall begin at the close of the meeting at which they are elected.

ARTICLE VII. COMMITTEES

Section 1. An executive Committee, composed of the officers of the Board, shall be entrusted to govern in the name of the Board of Trustees between meetings of the Board.

Section 2. Other special committees may be appointed by the Chairman as needed.

ARTICLE VIII. AMENDMENT OF THE CONSTITUTION

Section 1. This Constitution may be amended at any regular meeting of the Liberty County Library Board of Trustees, by a two-third vote of the members present provided that notice is made in writing at least twenty-eight days prior to the meeting and provided that a quorum is present. All amendments to the Constitution shall be filed with the Director of the Live Oak Public Libraries, who shall file amendments with the Office of Public Library Services of the Georgia State Department of Technical and Adult Education immediately upon adoption.

Adopted: October 16, 1989

Amended: July 18, 1994; July 17, 1995; April 19, 1999, July 16, 2001; October 21, 2002; February 3, 2003; October 18, 2010

BYLAWS OF THE LIBERTY COUNTY LIBRARY BOARD OF TRUSTEES

ARTICLES I. DUTIES AND RESPONSIBILITIES OF BOARD MEMBERS

Section 1. The County Library Boards of Trustees are the organizations from which the members of the Live Oak Public Libraries Board of Trustees, the governing body of the Live Oak Public Libraries system, are drawn.

Section 2. The County Library Board of Trustees shall set local policies and practices in matters on which Regional Library Board policy is silent, and in matters delegated to County Boards by the Regional Board.

Section 3. The County Library Board of Trustees shall discharge those duties delegated to it by the regional Library Board of Trustees. All formal actions of the County Library Board of Trustees taken in discharging those duties shall be reported to the Regional Board of Trustees for approval and recording at their next meeting.

Section 4. The County Library Board of Trustees shall review Liberty County Library budgets prepared by the Regional Library Director, approve and recommended budget proposals to the Regional Library Board, and present b budget proposals and the library's fiscal needs to its support agencies.

ARTICLE II. DUTIES OF THE OFFICERS

Section 1. The Chair shall preside at all regular or called County Board meetings. He/She shall appoint all committees and shall be an ex officio member of all committees.

Section 2. The Vice Chair shall preside in the absence of the Chair. All other duties of the Vice Chair shall be assigned by the Chair.

Section 3. The Secretary shall record the official actions of the Board, keep a record of attendance at Board meetings, and have custody of the official minutes, which shall be housed in the Liberty County Library. He/She shall notify the proper appointing authorities of vacancies which may occur on the Board. The Secretary shall send copies of the minutes of all meetings to the Director of the Live Oak Public Libraries system. He/She shall report changes of membership to the Regional Library Director.

ARTICLE III. MEETINGS

Section 1. The Liberty County Library Board of Trustees shall hold four regular meetings during each fiscal year, including one in each calendar quarter. Regular meetings shall be held on the fourth Monday in January and the third Monday in the months of April, July, and October at 5:00 p.m., at such locations and times as determined by the Board or the Chair.

Section 2. Special meetings may be called by the Chair, or in the Chair's absence, by the Vice Chair, for transaction of business stated in the call for the meeting. No business

other than that for which the meeting was called may be discussed or conducted at a called meeting.

Section 3. Prior to each regular or called meeting of the County Library Board, the Regional Library Director shall notify each member of the date, time, and place of the meeting.

Section 4. Meetings of the Executive Committee may be called by the Chair to transact any business requiring attention between regular meetings of the County Board.

Section 5. All meetings must be open to the public and the news media in accordance with the Official Code of Georgia Annotated 5-14-1 et seq.

Section 6. The latest edition of *Robert's Rules of Order (Revised)*, when not in conflict with these Constitution and Bylaws, shall govern the proceedings of the Board of Trustees.

Section 7. Each member of the Board shall have one vote.

Section 8. Four members of the Board of Trustees shall constitute a quorum. No official business may be conducted without a quorum. Except as stated elsewhere in these Constitution and Bylaws, a simple majority affirmative vote of the quorum present and voting shall be necessary to approve any action before the Board.

Section 9. The Regional Library Director shall be notified in advance of all meetings of the County Library Board, its Executive Committee, or any of its committees. The Regional Library Director or a representative appointed by the Director shall attend all meetings of the County Library Board, its Executive Committee, or any of its committees.

ARTICLE IV. STAFF

Section 1. Staff of the Liberty County Library shall be an integral part of the Regional Library Staff, subject to the same staff line of authority as Regional Library Staff.

ARTICLES V. REPORTS

Section 1. The County Library system shall submit all reports requested by the Regional Library system to provide the information necessary to complete reports required by state, federal, or local laws or regulations, or to manage the Regional Library system in an efficient and business-like manner.

ARTICLE VI. ATTENDANCE

Section 1. A Board member shall be removed for cause or for failure to attend three consecutive regularly scheduled meetings.

Section 2. A letter reporting removal and specifying the cause shall be sent by the Secretary to the affected Board member and to the appointing body responsible for

his/her appointment. The local appointing body shall be asked to appoint another representative to fill that member's unexpired term.

ARTICLE VII. AMENDMENTS

Section 1. These Bylaws may be amended at any regular meeting of the Board of Trustees by a two-thirds vote of the members present, provided that notice is made in writing at least twenty-eight days prior to the meeting, and provided that a quorum is present. All amendments to these Bylaws shall be filed with the Office of Public Library Services of the Georgia State Department of Technical and Adult Education immediately upon adoption.

Adopted: October 16, 1989

Amended: July 18, 1994; Aril 19, 1999; February 3, 2003; October 18, 2010



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Monthly City Construction Projects Update
Prepared by: Christy Deloach
Presented by: Ryan Arnold

PURPOSE: Update of City Construction Projects.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. Construction Updates 06 01 23

PREVIOUS COUNCIL DISCUSSION:

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

Construction Project Updates

Ryan Arnold, Assistant City Manager

06.01.23

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HFD Fire Station 1



Current Status:

Site
Utilities/Exterior
Concrete

Two weeks look ahead:

Site
Utilities/Exterior
Concrete
2nd floor finish
work

Delays with project:

30 day delay
for electrical
ATS and DOAS
unit

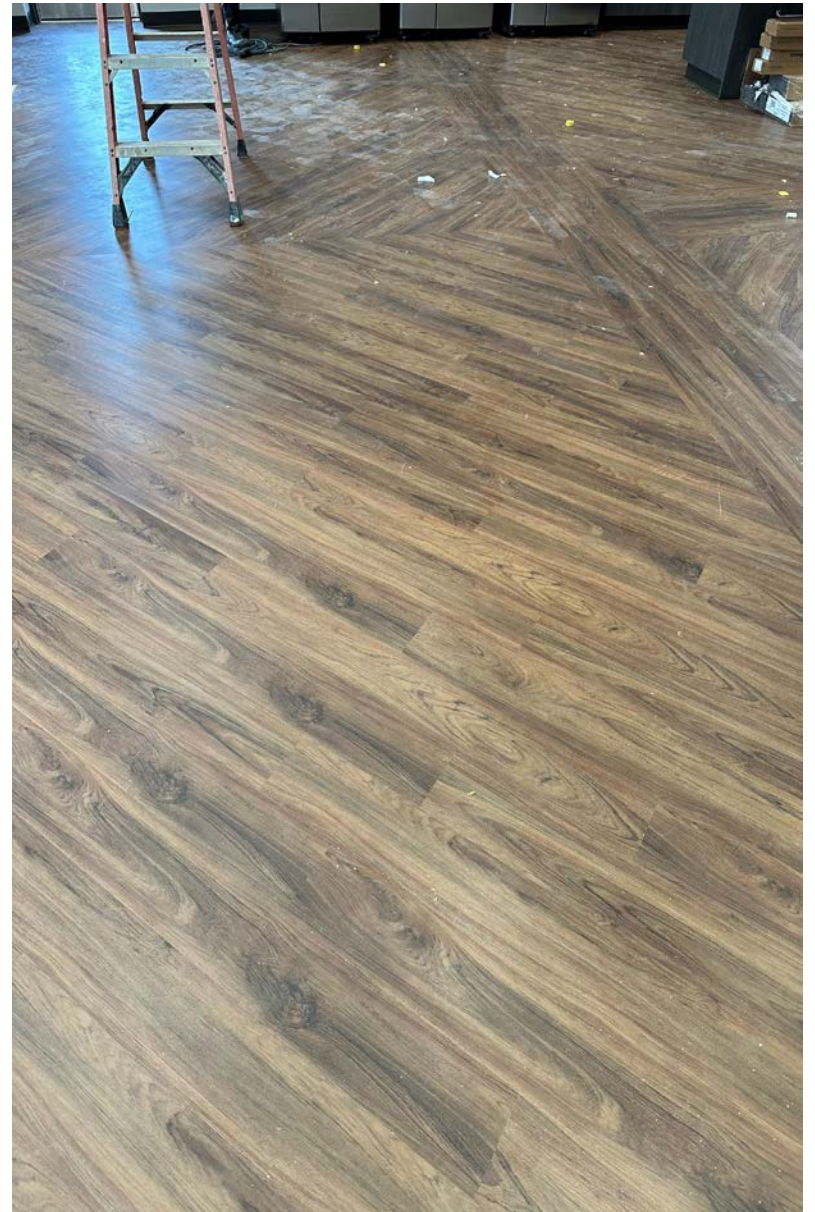
30-day delay
for Elevator
compliance
changes

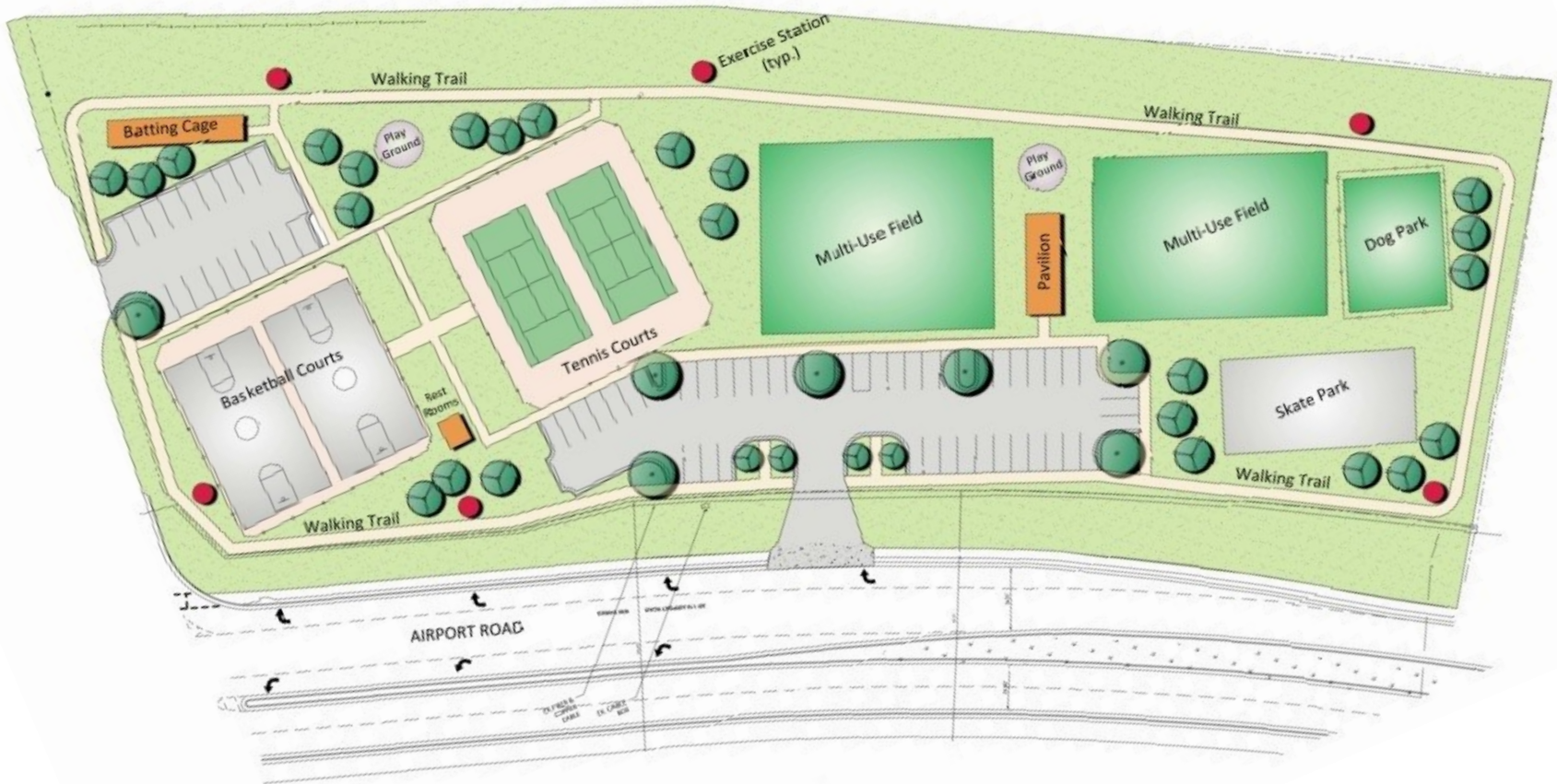
Anticipated completion date:

June 2023









Krebs Park

Current
Status:

Phase I
Complete
pending
punch list
items

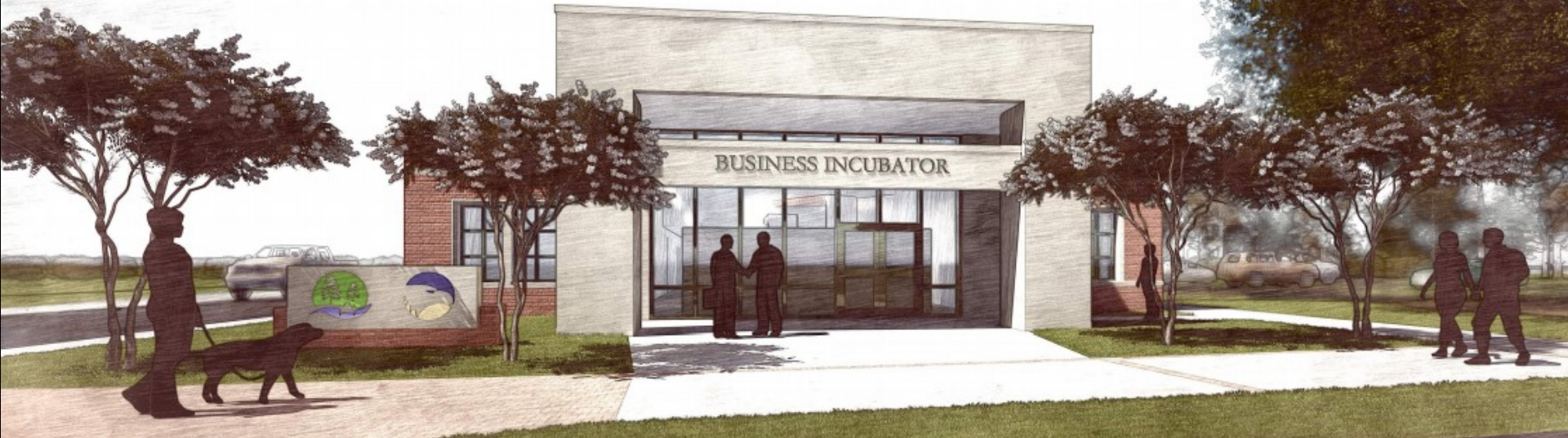
Phase II
bids under
evaluation

Delays with
project:
Pending site
revision for
skate park

Anticipated
completion
date:

Contract
Awarded
May 18,
2023





Small Business Incubator



Current Status: Phase II Site Work

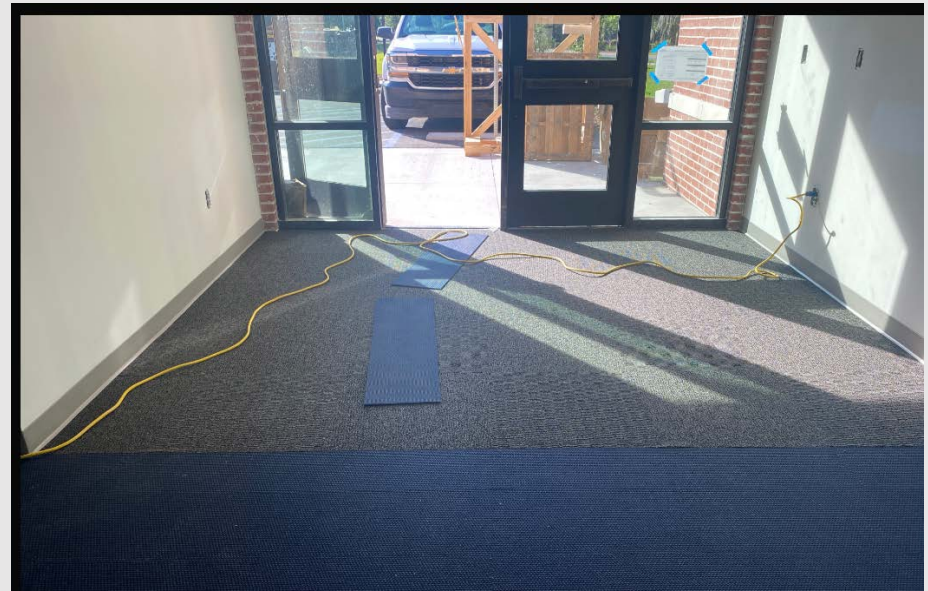
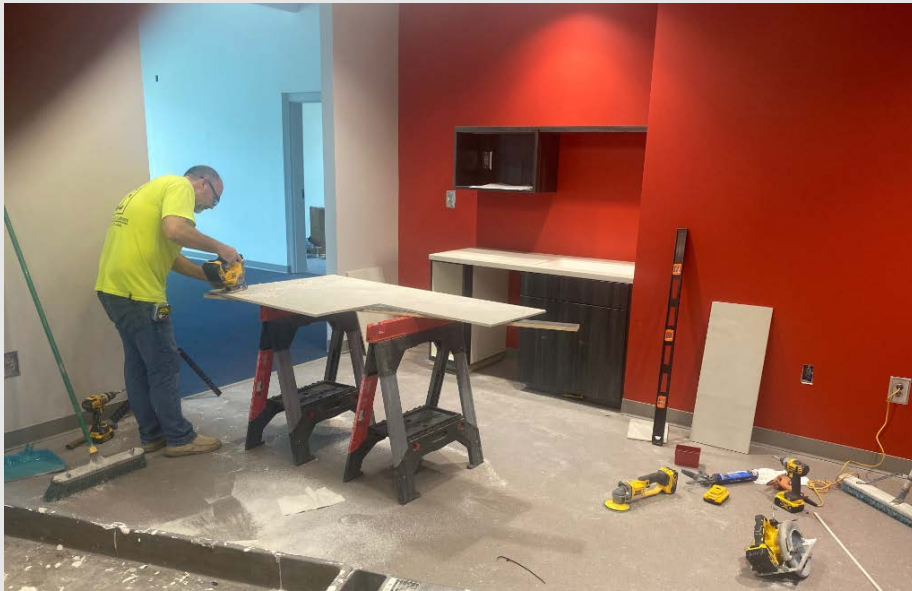
- **Delays with project:**

11-month delay in receiving rooftop HVAC units. On April 10, 2023 contractor received notice that the remaining units would not be received until June 6, 2023 due to component shortages and the manufacture retooling production to meet 2023 energy standards.

Temporary 3-ton HVAC unit installed to
Allow finish work to proceed.

- **Anticipated completion date:**
June 2023

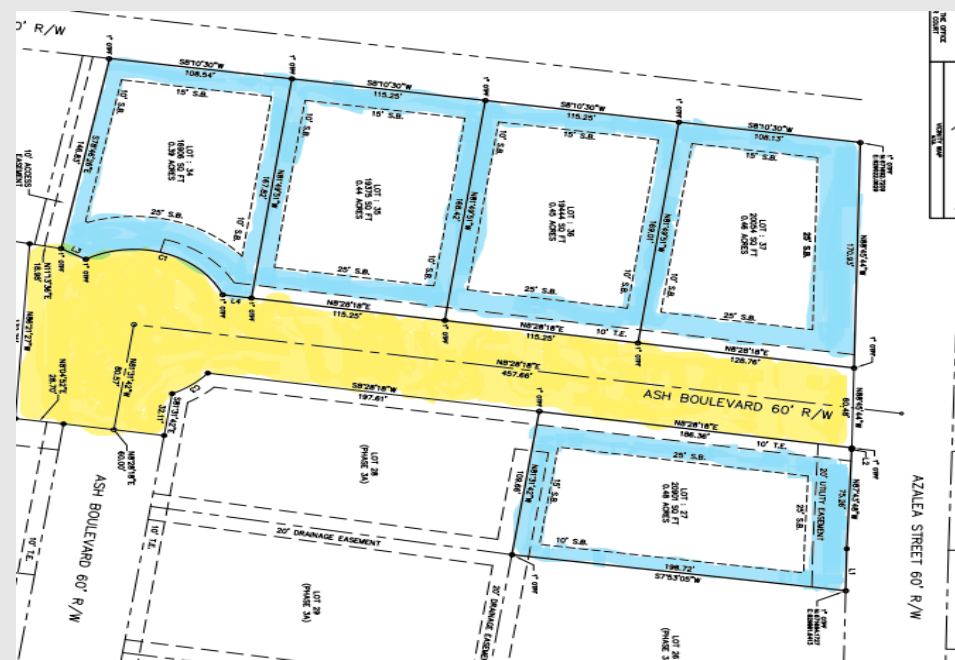






Housing Projects

I. Azalea Street Redevelopment Area



Area



II. Owner-Occupied Rehabilitation

- May 19, 2023: Contractor bids due
-no bids were received
- June 2023: Quote solicitation of critical structural and mechanical systems
- July 2023: Construction
- August 2023: Completion





City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: San Patel Drive Dedication
Prepared by: Mardee Sanchez
Presented by: Mardee Sanchez

PURPOSE: Dedication of right-of-way and acceptance of street improvements for San Patel Drive (District #2)

BACKGROUND: Prior to approval of the plans for the Home2 Suites hotel, the City already had a 60-foot right-of-way (ROW) for a new street. As a condition of approval of the hotel plans, the developer was to construct the street from the traffic circle (which was constructed by the developer of the apartments) to the hotel entrance and additional ROW was to be dedicated along the remainder of the hotel property for future continuation of the street which eventually will connect to Sandy Run Lane.

At its meeting on April 18, 2023, the Planning Commission recommended accepting the dedication of the ROW and the street improvements for San Patel Drive with standard and special conditions.

FUNDING: None

RECOMMENDATION: Accept dedication of right-of-way and street improvements for San Patel Drive with standard and special conditions.

ATTACHMENTS:

1. San Patel Dr dedication HCC presentation 2023-06-01

PREVIOUS COUNCIL DISCUSSION:

San Patel Drive

Dedication of Right-of-Way Acceptance of Street Improvements

Owner:

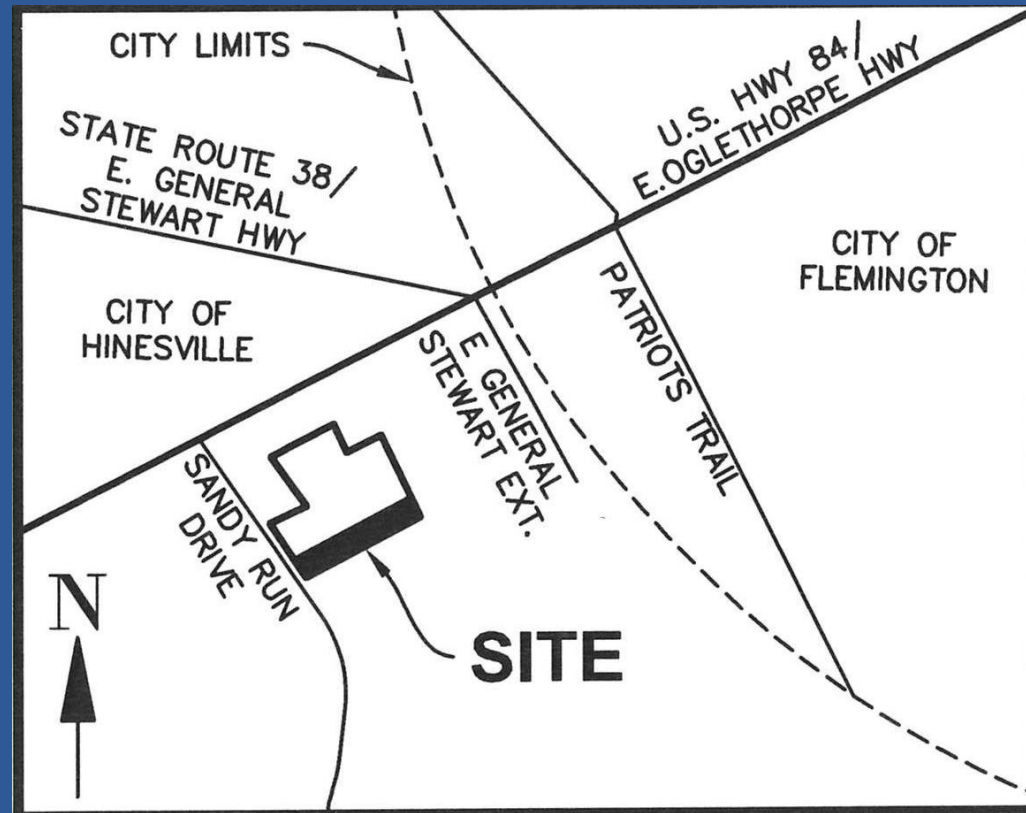
The Patel Group, LLC

Engineer:

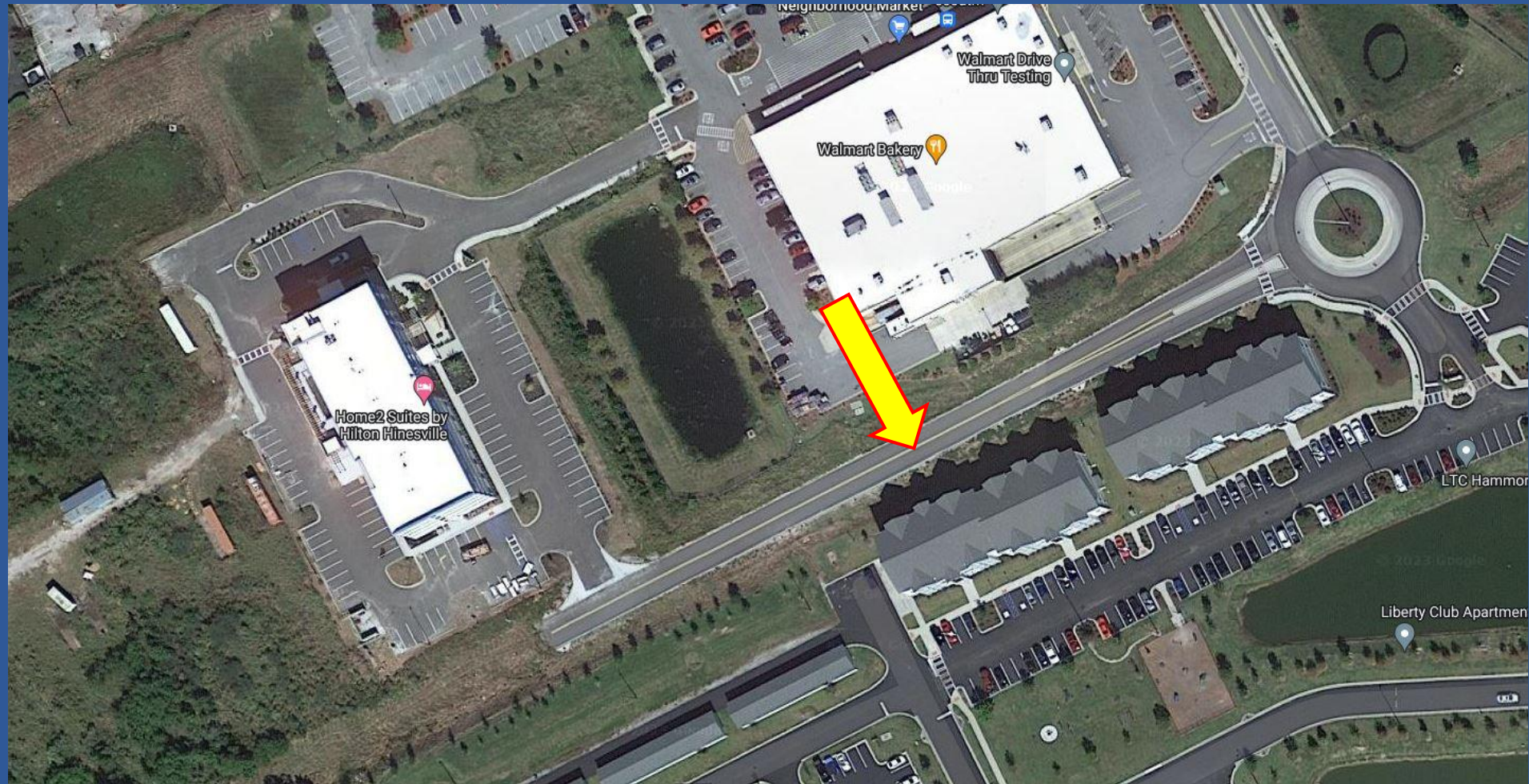
TR Long Engineering

Location: off E.

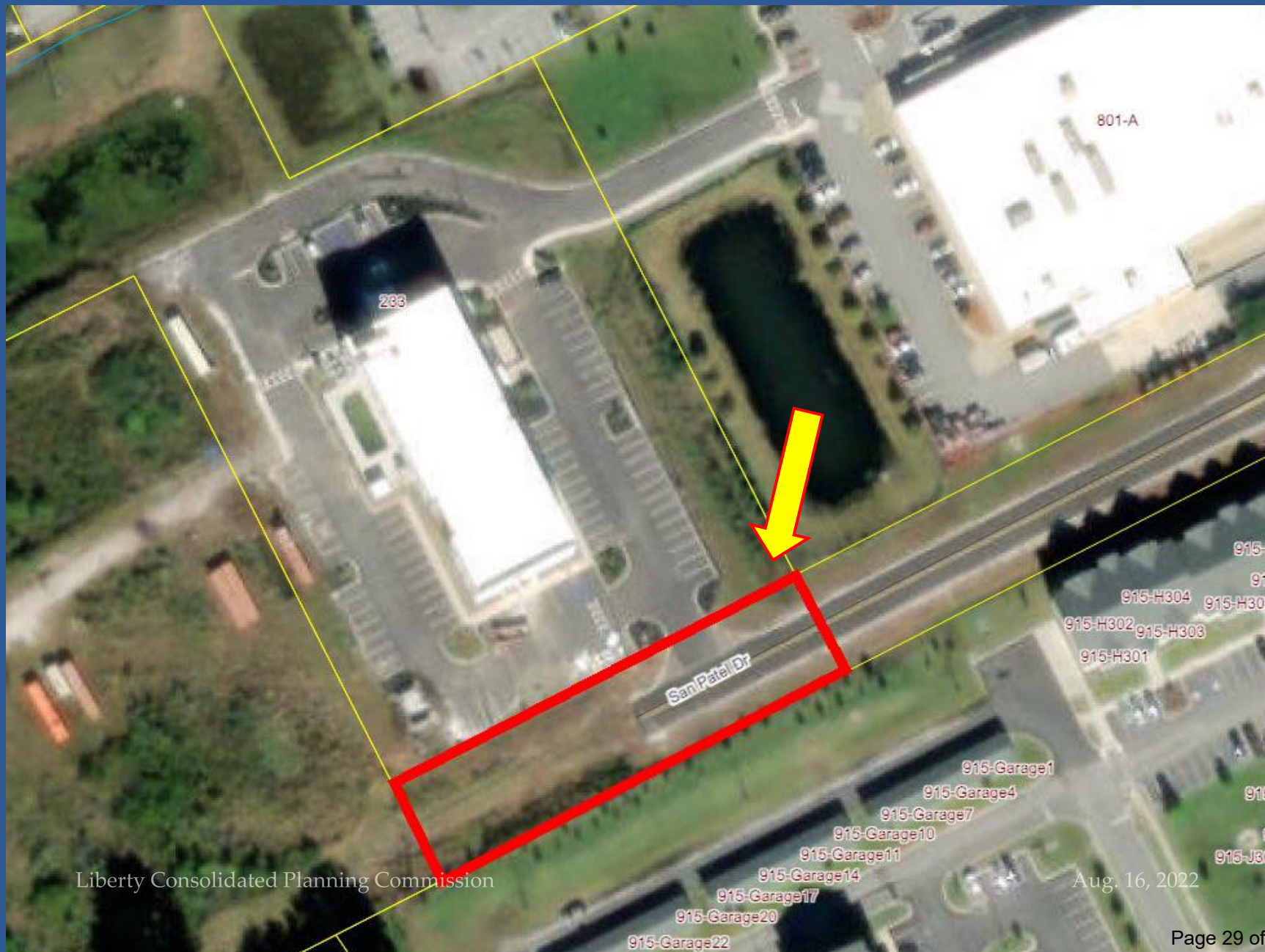
General Stewart Way



San Patel Drive

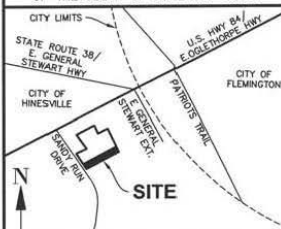


Additional Right-of-Way for San Patel Drive



**70' x 292' area
to be dedicated**

THIS BLOCK IS RESERVED FOR THE OFFICE
OF THE CLERK OF SUPERIOR COURT



**RIGHT OF WAY
DEDICATION FOR A
PORTION OF
SAN PATEL DRIVE
THE CITY OF HINESVILLE
LIBERTY COUNTY, GEORGIA**

CITY OF HINESVILLE
LIBERTY COUNTY, GEORGIA
1476th G.M. DISTRICT
PARENT TAX PARCEL: 070A 035
PLAT DATE: JUNE 29, 2021
FILE NUMBER: 2018-05
PAGE 1 OF 2

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

ACCORDING TO THE FLOOD INSURANCE RATE
MAP FOR LIBERTY COUNTY (MAP NUMBER
13179C0227E) THIS PROPERTY IS IN A
FLOOD ZONE "X" AND "AE".

T. R. Long Engineering, P.C.
114 North Commerce Street
Hinesville, Georgia 31313
(912) 368-5664
(912) 368-7206 Fax

LEGEND:

OTS OPEN TOP SET
(3/4" OPEN TOP PIPE)

SANDY RUN DRIVE (R/W VARIES)

US HIGHWAY 84 / E. OGLETHORPE HWY (R/W VARIES)



N/F COWFORD
HOLDINGS LLC
TAX #: 070A038

N/F HODGES MANAGEMENT
TAX #: 070A039

N/F WATFLE HOUSE INC.
TAX #: 070A040

SHYAM DRIVE

EXISTING 30' DRAINAGE & ACCESS EASEMENT

N/F O'NEAL
RESTAURANTS INC.
TAX #: 069C044

N/F YOUNG'S INVESTMENT
PROPERTIES INC.
TAX #: 070A035

N/F THE PATEL GROUP, LLC
TAX #: 070A035

N/F VERAIMMA HINESVILLE, LLC
TAX #: 070A043

EXISTING ACCESS EASEMENT FOR
VERAIMMA HINESVILLE, LLC
(PER DEED BOOK 2052, PG 255)

N/F HINESVILLE NNN LLC
C/O 320 N MAIN
TAX #: 069C080

E GENERAL STEWART EXT

N/F CITY OF HINESVILLE
TAX #: 069C081

N/F THE CITY OF HINESVILLE
TAX #: 070A034

N/F LIBERTY CLUB
APARTMENTS GA, LLC
TAX #: 070A032

DEDICATION OF LANDS
FOR A PORTION OF
SAN PATEL DRIVE
20444 SQ FT
0.47 ACRES

±810.77' ALONG THE R/W OF
SANDY RUN DRIVE TO THE
R/W OF U.S. HIGHWAY 84

N27°19'54"W
70.00'

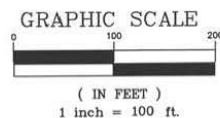
N62°40'04"E
292.07'

S27°19'57"E
70.00'

N62°40'06"E
345.29'

S62°40'06"W
292.07'

ZONE AE
ELEV. = 18'



THIS BLOCK IS RESERVED FOR THE OFFICE
OF THE CLERK OF SUPERIOR COURT

**RIGHT OF WAY
DEDICATION FOR A
PORTION OF
SAN PATEL DRIVE
THE CITY OF HINESVILLE
LIBERTY COUNTY, GEORGIA**

CITY OF HINESVILLE
LIBERTY COUNTY, GEORGIA
1476th G.M. DISTRICT
PARENT TAX PARCEL: 070A 035
PLAT DATE: JUNE 29, 2021
FILE NUMBER: 2018-05
PAGE 2 OF 2

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VALID ONLY FOR THE PERSON OR PERSONS
NAMED IN THE TITLE.

ACCORDING TO THE FLOOD INSURANCE RATE
MAP FOR LIBERTY COUNTY (MAP NUMBER
13179C0227E) THIS PROPERTY IS IN A
FLOOD ZONE "X" AND "AE".

T. R. Long Engineering, P.C.
114 North Commerce Street
Hinesville, Georgia 31313
(912) 368-5664
(912) 368-7206 Fax

CERTIFICATE OF OWNERSHIP AND DEDICATION, CORPORATION

"IT IS HEREBY CERTIFIED THAT THE PATEL GROUP, LLC A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA, BY JITEN PATEL IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON, AND THAT ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES SHOWN HEREON, ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED"

OWNER: THE PATEL GROUP, LLC

DATE

CERTIFICATE OF APPROVAL OF THE INSTALLATION AND CONSTRUCTION OF STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS

" I DO HEREBY CERTIFY (1) THAT STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATIONS AND STANDARDS ADOPTED BY THE GOVERNING AUTHORITY IN THE DEDICATION ENTITLED "RIGHT OF WAY DEDICATION FOR A PORTION OF SAN PATEL DRIVE", OR (2) THAT A GUARANTEE OF THE INSTALLATIONS OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT OF _____ OR MANNER SATISFACTORY TO THE GOVERNING AUTHORITY HAS BEEN RECEIVED."

ENGINEER

DATE

CERTIFICATE OF ACCURACY

" I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT AND ACCURATE SURVEY AS REQUIRED BY THE CITY OF HINESVILLE REGULATIONS; AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS."

JOSEPH C. RILEY
GA P.L.S. #3048

DATE

CERTIFIED BY THE PLANNING COMMISSION

"THE DEDICATION PLAT KNOWN AS "RIGHT OF WAY DEDICATION FOR A PORTION OF SAN PATEL DRIVE" HAS BEEN FOUND TO COMPLY WITH THE CITY OF HINESVILLE SUBDIVISION REGULATIONS"

CHAIRMAN
LIBERTY CONSOLIDATED PLANNING COMMISSION

DATE

PRINTED NAME

SECRETARY
LIBERTY CONSOLIDATED PLANNING COMMISSION

PRINTED NAME

CERTIFICATE OF APPROVAL BY THE CITY OF HINESVILLE

"I CERTIFY THAT THE CITY OF HINESVILLE APPROVED THE RIGHT OF WAY PLAT OF THE DEDICATION ENTITLED "RIGHT OF WAY DEDICATION FOR A PORTION OF SAN PATEL DRIVE" ON THE _____ DAY OF _____, 20____"

CITY CLERK
CITY OF HINESVILLE

DATE

RIGHT-OF-WAY DEED

**STATE OF GEORGIA
COUNTY OF LIBERTY**

THIS INDENTURE made this ____ day of _____, 2023, between THE PATEL GROUP, LLC, a Georgia limited liability company ("Grantor"), as party of the first part, and the CITY OF HINESVILLE, a political subdivision of Liberty County in the State of Georgia, ("Grantee") as party of the second part (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH

That for and in consideration of the sum of Ten Dollar (\$10.00) in hand paid at before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, convey, and conform unto said Grantee, all the following described property, to wit:

All That tract of land, lying and being in the 17th G.M. District of said Liberty County, City of Hinesville, Georgia, and being more particularly described on the attached Exhibit "A" and shown on that certain plat and survey made and prepared by T. R. Long Engineering, P. C. and sealed by Joseph C. Riley, PLS No. 3048, dated June 29, 2021. Said plat being recorded on ____ day of _____, 2023, in Plat Book _____, Page _____ in the office of the Clerk of Superior Court of Liberty County, Georgia. Said plat by specific reference is made a part hereof for descriptive and all other purposes.

TO HAVE AND TO HOLD the said tract or parcel with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any way appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

GRANTOR:

THE PATEL GROUP, LLC,
a Georgia Limited Liability Company

By: [Signature]

Name: Jites Patel

Title: owner

ATTEST:

By: [Signature]

Name: Cassandra Castee

Title: Administrative Coordinator

Signed, sealed and delivered this

3 day of April

20 23, in the presence of:

[Signature]
WITNESS

Michelle C Adams
NOTARY PUBLIC

11/8/24
MY COMMISSION EXPIRES



IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

GRANTEE:

THE CITY OF HINESVILLE, GEORGIA

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

Signed, sealed and delivered this

_____ day of _____

20_____, in the presence of:

WITNESS

NOTARY PUBLIC

MY COMMISSION EXPIRES

EXHIBIT A

All that certain lot, tract or parcel of land situate, lying and being in the 17TH G. M. District, of Liberty County, in the City of Hinesville, Georgia, containing 0.47 acres more or less, as shown and designated on that certain right of way plat prepared by T. R. Long Engineering, P. C. and being more particularly described as follows:

Commencing at the intersection of the eastern right-of-way line of Sandy Run Drive and the southern right-of-way line of U.S. Highway 84 (East Oglethorpe Highway); Thence in a south-easterly direction along the eastern right-of-way line of Sandy Run Drive for a distance of 810.77 feet to an Open Top Pipe Set (3/4" Open Top Pipe); Thence leaving the aforesaid right-of-way line of Sandy Run Drive proceed N 62° 40' 06" E for a distance of 345.29 feet to a 3/4" Open Top Pipe Set being the POINT OF BEGINNING. From said POINT OF BEGINNING proceed N 27° 19' 54" W for a distance of 70.00 feet to a 3/4" Open Top Pipe Set; thence proceed N 62° 40' 04" E for a distance of 292.07 feet to a 3/4" Open Top Pipe Set; thence proceed S 27° 19' 57" E for a distance of 70.00 feet to a 3/4" Open Top Pipe Set; Thence proceed S 62° 40' 06" W for a distance of 292.07 feet to a 3/4" Open Top Pipe Set being the POINT OF BEGINNING.

The construction of San Patel Drive included drainage, curb and gutter. The maintenance of the improvements are guaranteed for two years through an irrevocable letter of credit (ILOOC) in the amount of \$53,000.

Sidewalks on San Patel Drive are also required, the installation of which are guaranteed by an ILOOC in the amount of \$ 43,500.

LCPC Recommendation

San Patel Drive

Dedication of Right-of-Way
and Acceptance of Road Improvements

APPROVAL

with standard conditions

LCPC Standard Conditions

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





City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023

Agenda Item: Liberty County Unified Development Ordinance #2023-01

Prepared by: Lori Parks

Presented by: Jeff Ricketson

PURPOSE: Adopting the Liberty County Unified Development Ordinance #2023-01; Repealing from the City of Hinesville Code of Ordinances Appendix A - Zoning Ordinance and Appendix B - Subdivision Regulations as indicated in The Liberty County Unified Development Ordinance; Establishing an effective date; and for other purposes. Click to view the UDO and associated zoning maps.

BACKGROUND: The first public hearing was presented on May 4, 2023. This presentation is for the Mayor and Council to authorize the adoption of the Liberty County Unified Development Ordinance.

FUNDING: N/A

RECOMMENDATION:

ATTACHMENTS:

1. UDO ordinance Hinesville PDF

PREVIOUS COUNCIL DISCUSSION:

LIBERTY COUNTY UNIFIED DEVELOPMENT ORDINANCE

ADOPTING THE LIBERTY COUNTY UNIFIED DEVELOPMENT ORDINANCE;
REPEALING FROM THE CITY OF HINESVILLE CODE OF ORDINANCES APPENDIX A –
ZONING ORDINANCE AND APPENDIX B – SUBDIVISION REGULATIONS AS
INDICATED IN THE LIBERTY COUNTY UNIFIED DEVELOPMENT ORDINANCE;
ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

WHEREAS, the Mayor and City Council is authorized to adopt and amend zoning and
subdivision regulations;

WHEREAS, the Mayor and City Council desires to unify its zoning ordinance and subdivision
regulations into one ordinance and update the provisions therein;

NOW, THEREFORE, the Mayor and City Council hereby adopts the Liberty County Unified
Development Ordinance.

EFFECTIVE DATE:

This ordinance shall become effective on the 1st day of July, 2023.

APPROVED this _____ day of _____, 2023, by the Mayor and City Council
of the City of Hinesville.

Allen Brown, Mayor

Keith Jenkins, Mayor Pro Tem

Diana F. Reid, Councilmember

Jason R. Floyd, Councilmember

Vicky C. Nelson, Councilmember

Karl A. Riles, Councilmember

ATTEST

Lia Jones, City Clerk



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023

Agenda Item: Azalea Street Redevelopment
Phase IIIB

Prepared by: Mardee Sanchez

Presented by: Mardee Sanchez

PURPOSE: Request by the Hinesville Downtown Development Authority for Final Plat Approval for a 7-lot Subdivision for Single-family Dwellings on Ash Boulevard. (District #1)

BACKGROUND: This is the final phase of the Azalea Street Redevelopment Project. It includes 5 new lots and the creation of 2 lots from the community lot platted in Phase I.

At its meeting on May 16, 2023, the Planning Commission recommended approval with standard conditions.

FUNDING: None.

RECOMMENDATION: Approval of the final plat for Azalea Street Redevelopment Phase IIIB with standard conditions.

ATTACHMENTS:

1. Azalea Street 3B - FP - HCC 2023-06-01

PREVIOUS COUNCIL DISCUSSION:

Azalea Street Redevelopment Phase 3B

Final Plat

Developer

Hinesville Downtown
Development Authority

Engineer

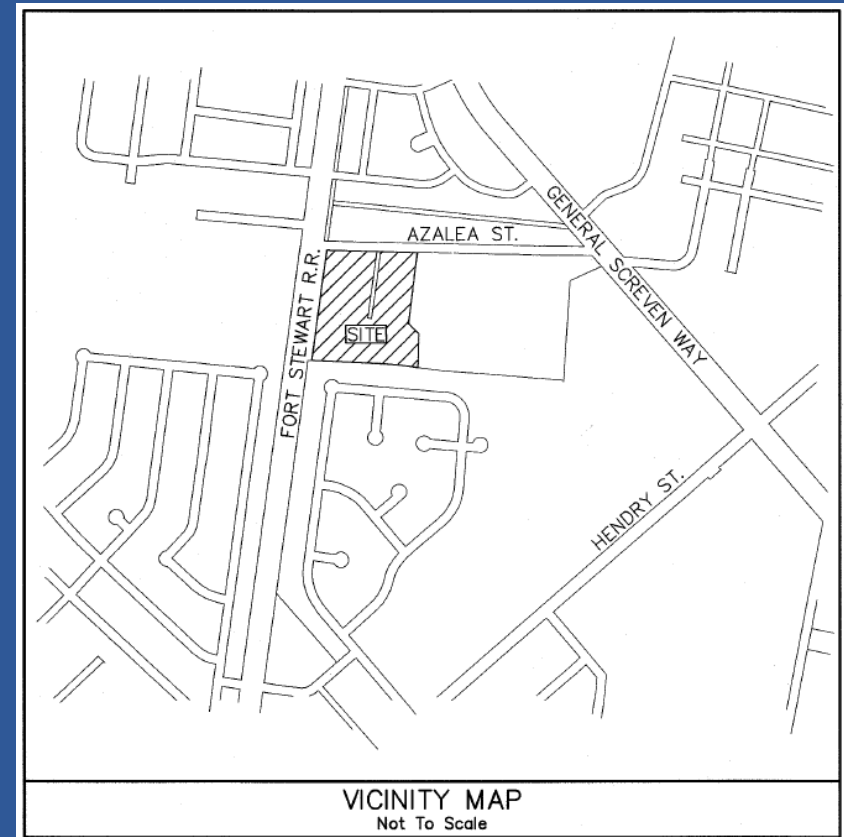
Simonton Engineering

Description

- 7 lots for single-family dwellings
- Zoned R-4

Location

Ash Boulevard in Hinesville



Azalea Street Redevelopment Project



Azalea Street Phase 3B



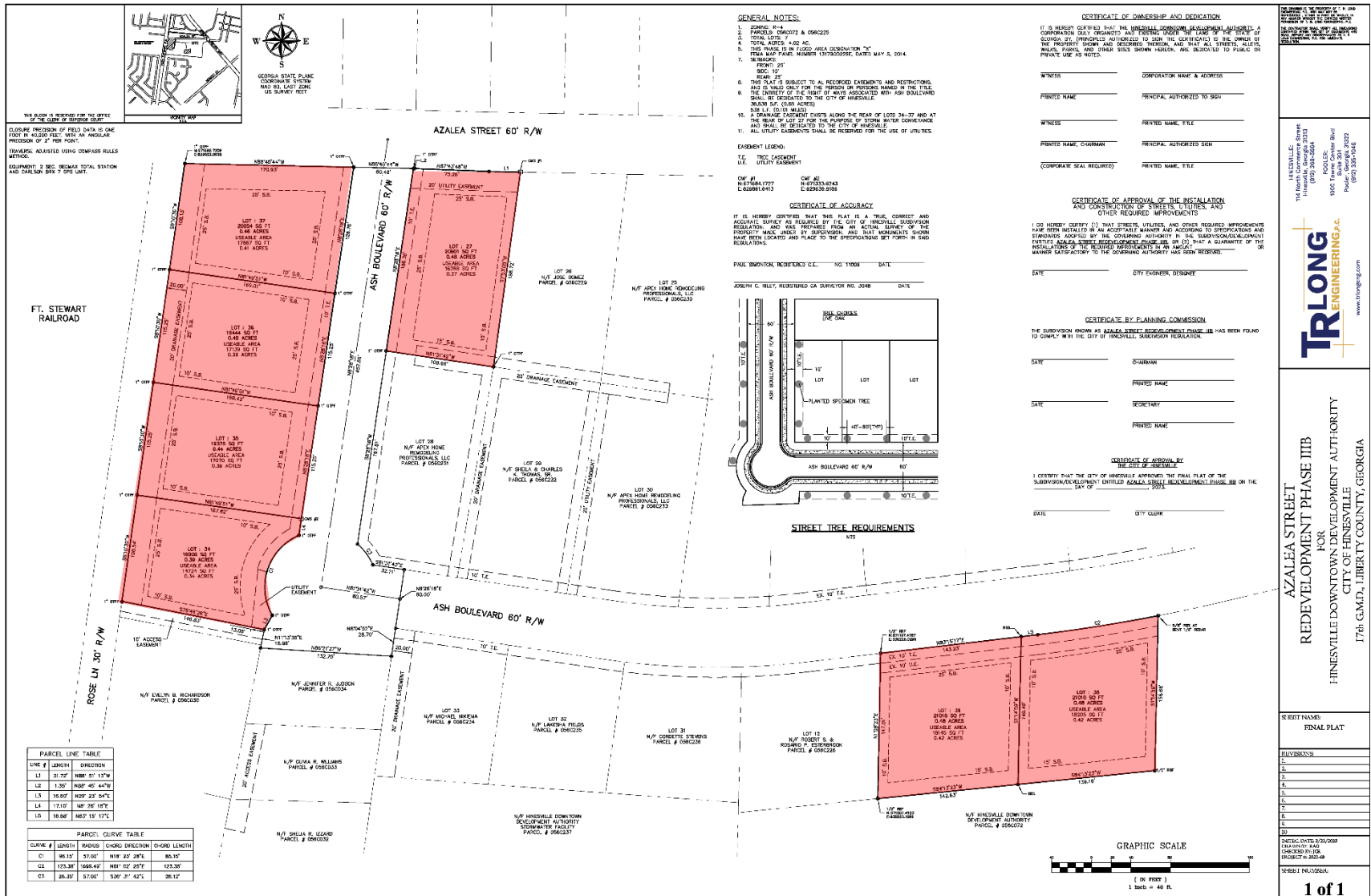
Phase 3 of this project has a total of 13 lots. Phase 3A included 8 of the 13 lots and Phase 3B includes the other 5 lots plus creates 2 additional lots from a community lot platted in an earlier phase of the project.

- Minimum lot size required - 8,000 SF
- Lot sizes range from 17,000 to 21,000 SF
- Average size - 19,800 SF

All public improvements have been installed.

This plat includes a 538-foot (0.10-mile) extension of Ash Boulevard to be added to the road network.

Final Plat for Azalea Street Phase 3B



LCPC Recommendations

Azalea Street Redevelopment Phase 3B

APPROVAL of the FINAL PLAT

and

ACCEPTANCE OF DEDICATIONS

noted on the plat

with standard conditions

LCPC Standard Conditions

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





City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Heritage Pointe Ph. 1B
Prepared by: Mardee Sanchez
Presented by: Mardee Sanchez

PURPOSE: Request by Dryden Enterprises for Final Plat Approval for a 30-lot Subdivision for Single-family Dwellings on Abode Avenue. (District #2)

BACKGROUND: The lots range in size from 6,000 - 17,100 sq. ft. and there are no stormwater ponds or common areas in this phase. The only dedications to the City are an extension of an existing street (0.21 mi.), utilities and drainage easements for functional maintenance of culverts and a swale. A drainage easement for the swale is also dedicated to the HOA for daily/general maintenance of it, and that is the only dedication to the HOA.

At its meeting on May 16, 2023, the Planning Commission recommended approval with standard and special conditions (which have been met).

FUNDING:

RECOMMENDATION: Approval of the final plat for Heritage Pointe Phase 1B with standard conditions.

ATTACHMENTS:

1. HP 1B FP HCC presentation 2023-06-01

PREVIOUS COUNCIL DISCUSSION:

Heritage Pointe Phase 1B

Final Plat and Acceptance of Dedications

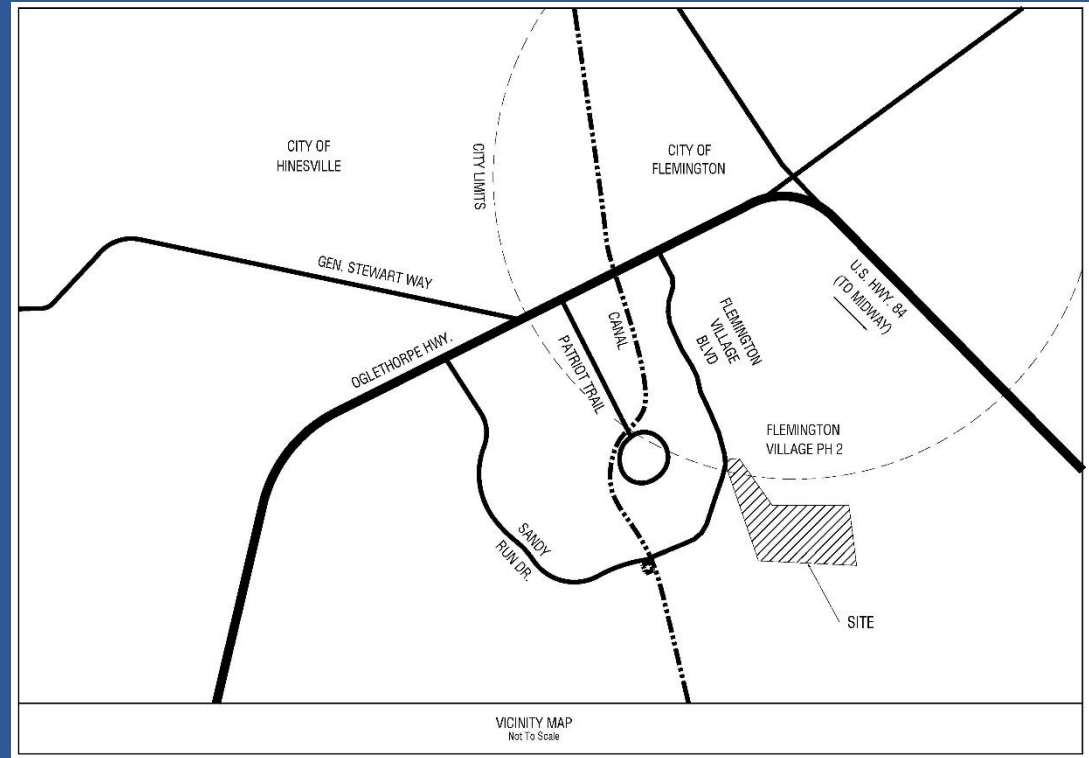
Developer:
Dryden Enterprises

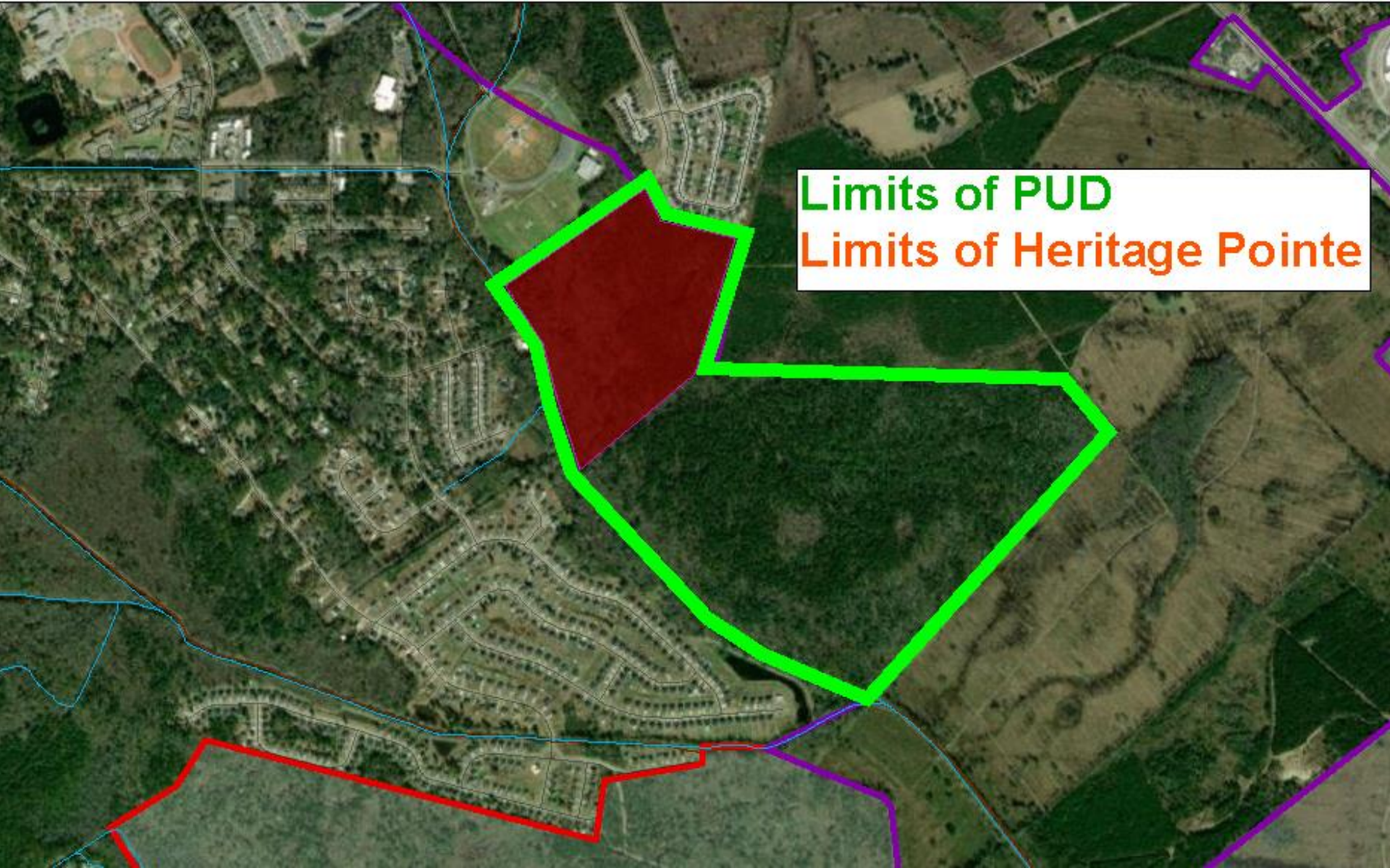
Engineer:
ME Sack Engineering

Description:

- 30 single-family dwellings
- Zoned PUD
- Flood Zones AE and X

Location: Flemington Village Blvd.





Limits of PUD
Limits of Heritage Pointe

<u>Lot Type</u>	<u>Area</u>	<u>Width</u>	<u>Front</u>	<u>Side</u>
Patio	4,000 SF	40 ft.	15 ft.	5 ft.
Garden	6,000 SF	60 ft.	15 ft.	5 ft.
Standard	7,000 SF	70 ft.	15 ft.	5 ft.

There are no Executive lots in this phase (8,000 SF min.)

Lots range in size from 6,000 – 17,100 SF.

- All lots:
85 ft. lot depth
15 ft. rear setback
14 ft. min. separation between buildings

Lot Types

- Patio lot (1)
- Garden lots (19)
- Standard lots (10)

The site plan shows a proposed development with 20 lots. The lots are color-coded: red for Garden lots (19), blue for Standard lots (10), and green for the Patio lot (1). The lots are numbered 1 through 20. The plan also shows existing lots, future lots, and various zones (ZONE 'A', ZONE 'B', ZONE 'C', ZONE 'D', ZONE 'E', ZONE 'F', ZONE 'G', ZONE 'H', ZONE 'I', ZONE 'J', ZONE 'K', ZONE 'L', ZONE 'M', ZONE 'N', ZONE 'O', ZONE 'P', ZONE 'Q', ZONE 'R', ZONE 'S', ZONE 'T', ZONE 'U', ZONE 'V', ZONE 'W', ZONE 'X', ZONE 'Y', ZONE 'Z'). The plan includes a north arrow and a scale bar.

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
-1	3.85	S 60° E 3.85 = 0
1	2.05	N 62° E 2.05 = 1
2	125.62	E 125.62 = 2
3	54.82	S 42° E 54.82 = 3
4	27.28	S 72° E 27.28 = 4
5	36.99	S 68° E 36.99 = 5
6	1.00	S 88° E 1.00 = 6
7	11.00	S 82° E 11.00 = 7
8	1.00	S 88° E 1.00 = 8
9	1.00	S 88° E 1.00 = 9
10	1.00	S 88° E 1.00 = 10
11	11.00	S 82° E 11.00 = 11
12	24.98	S 62° E 24.98 = 12
13	15.00	S 42° E 15.00 = 13
14	1.00	S 88° E 1.00 = 14
15	1.00	S 88° E 1.00 = 15
16	1.00	S 88° E 1.00 = 16
17	1.00	S 88° E 1.00 = 17
18	1.00	S 88° E 1.00 = 18
19	1.00	S 88° E 1.00 = 19
20	1.00	S 88° E 1.00 = 20
21	1.00	S 88° E 1.00 = 21
22	1.00	S 88° E 1.00 = 22
23	1.00	S 88° E 1.00 = 23
24	1.00	S 88° E 1.00 = 24
25	1.00	S 88° E 1.00 = 25
26	1.00	S 88° E 1.00 = 26
27	1.00	S 88° E 1.00 = 27
28	1.00	S 88° E 1.00 = 28
29	1.00	S 88° E 1.00 = 29
30	1.00	S 88° E 1.00 = 30
31	1.00	S 88° E 1.00 = 31
32	1.00	S 88° E 1.00 = 32
33	1.00	S 88° E 1.00 = 33
34	1.00	S 88° E 1.00 = 34
35	1.00	S 88° E 1.00 = 35
36	1.00	S 88° E 1.00 = 36
37	1.00	S 88° E 1.00 = 37
38	1.00	S 88° E 1.00 = 38
39	1.00	S 88° E 1.00 = 39
40	1.00	S 88° E 1.00 = 40
41	1.00	S 88° E 1.00 = 41
42	1.00	S 88° E 1.00 = 42
43	1.00	S 88° E 1.00 = 43
44	1.00	S 88° E 1.00 = 44
45	1.00	S 88° E 1.00 = 45
46	1.00	S 88° E 1.00 = 46
47	1.00	S 88° E 1.00 = 47
48	1.00	S 88° E 1.00 = 48
49	1.00	S 88° E 1.00 = 49
50	1.00	S 88° E 1.00 = 50
51	1.00	S 88° E 1.00 = 51
52	1.00	S 88° E 1.00 = 52
53	1.00	S 88° E 1.00 = 53
54	1.00	S 88° E 1.00 = 54
55	1.00	S 88° E 1.00 = 55
56	1.00	S 88° E 1.00 = 56
57	1.00	S 88° E 1.00 = 57
58	1.00	S 88° E 1.00 = 58
59	1.00	S 88° E 1.00 = 59
60	1.00	S 88° E 1.00 = 60
61	1.00	S 88° E 1.00 = 61
62	1.00	S 88° E 1.00 = 62
63	1.00	S 88° E 1.00 = 63
64	1.00	S 88° E 1.00 = 64
65	1.00	S 88° E 1.00 = 65
66	1.00	S 88° E 1.00 = 66
67	1.00	S 88° E 1.00 = 67
68	1.00	S 88° E 1.00 = 68
69	1.00	S 88° E 1.00 = 69
70	1.00	S 88° E 1.00 = 70
71	1.00	S 88° E 1.00 = 71
72	1.00	S 88° E 1.00 = 72
73	1.00	S 88° E 1.00 = 73
74	1.00	S 88° E 1.00 = 74
75	1.00	S 88° E 1.00 = 75
76	1.00	S 88° E 1.00 = 76
77	1.00	S 88° E 1.00 = 77
78	1.00	S 88° E 1.00 = 78
79	1.00	S 88° E 1.00 = 79
80	1.00	S 88° E 1.00 = 80
81	1.00	S 88° E 1.00 = 81
82	1.00	S 88° E 1.00 = 82
83	1.00	S 88° E 1.00 = 83
84	1.00	S 88° E 1.00 = 84
85	1.00	S 88° E 1.00 = 85
86	1.00	S 88° E 1.00 = 86
87	1.00	S 88° E 1.00 = 87
88	1.00	S 88° E 1.00 = 88
89	1.00	S 88° E 1.00

CHIFFRE	LETTER	CHIFFRE	LETTER	CHIFFRE	LETTER
01	96.08	92.02	1.02	93.05	93.08
02	64.70	92.02	92.02	93.01	93.08
03	1.03.01	92.02	92.02	93.05	93.08
04	1.03.01	92.02	92.02	93.05	93.08
05	1.03.01	92.02	92.02	93.05	93.08
06	1.03.01	92.02	92.02	93.05	93.08
07	1.03.01	92.02	92.02	93.05	93.08
08	1.03.01	92.02	92.02	93.05	93.08
09	1.03.01	92.02	92.02	93.05	93.08
10	1.03.01	92.02	92.02	93.05	93.08
11	1.03.01	92.02	92.02	93.05	93.08
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97	1.03.01	92.02	92.02	93.05	93.08
98	1.03.01	92.02	92.02	93.05	93.08
99	1.03.01	92.02	92.02	93.05	93.08
100	1.03.01	92.02	92.02	93.05	93.08

PARCELA AREA (HA)		
PANEL	SIZE (M ²)	NO. (PLANTING)
1	0.2400	3000.0
2	0.2400	3000.0
3	0.1800	2250.0
4	0.1800	2250.0
5	0.1800	2250.0
6	0.1800	2250.0
7	0.1800	2250.0
8	0.1800	2250.0
9	0.1800	2250.0
10	0.1800	2250.0
11	0.2400	3000.0
12	0.2400	3000.0
13	0.2400	3000.0
14	0.2400	3000.0
15	0.2400	3000.0
16	0.2400	3000.0
17	0.1800	2250.0
18	0.1800	2250.0
19	0.1800	2250.0
20	0.1800	2250.0
21	0.1800	2250.0
22	0.1800	2250.0
23	0.1800	2250.0
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29	0.1800	2250.0
30	0.1800	2250.0
31	0.1800	2250.0
32	0.1800	2250.0
33	0.1800	2250.0
34	0.1800	2250.0
35	0.1800	2250.0
36	0.1800	2250.0
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98	0.1800	2250.0
99	0.1800	2250.0
100	0.1800	2250.0

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City
City and HOA



CHARGE TABLE				
CURVE #	LENGTH	FEEDS	CHARGE/FEED	CHARGE/LENGTH
2	96.42	82.02	1.529 87 279	15.85
3	64.72	82.02	1.529 87 213	23.58
4	120.87	82.02	1.529 87 279	12.22
5	64.00	82.02	1.529 87 279	14.29
6	64.00	82.02	1.529 87 279	14.29
7	96.42	82.02	1.529 87 279	15.85
8	96.42	112.22	1.529 87 213	17.58
9	64.00	112.22	1.529 87 279	14.29
10	64.00	112.22	1.529 87 213	17.58
11	64.00	82.02	1.529 87 279	14.29
12	56.42	82.02	1.529 87 279	15.85
13	56.42	82.02	1.529 87 279	15.85
14	56.42	82.02	1.529 87 279	15.85
15	56.42	82.02	1.529 87 279	15.85
16	56.42	82.02	1.529 87 279	15.85
17	56.42	82.02	1.529 87 279	15.85
18	56.42	82.02	1.529 87 279	15.85
19	56.42	82.02	1.529 87 279	15.85
20	56.42	82.02	1.529 87 279	15.85
21	56.42	82.02	1.529 87 279	15.85
22	56.42	82.02	1.529 87 279	15.85
23	56.42	82.02	1.529 87 279	15.85
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29	56.42	82.02	1.529 87 279	15.85
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38	56.42	82.02	1.529 87 279	15.85
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40	56.42	82.02	1.529 87 279	15.85
41	56.42	82.02	1.529 87 279	15.85
42	56.42	82.02	1.529 87 279	15.85
43	56.42	82.02	1.529 87 279	15.85
44	56.42	82.02	1.529 87 279	15.85
45	56.42	82.02	1.529 87 279	15.85
46	56.42	82.02	1.529 87 279	15.85
47	56.42	82.02	1.529 87 279	15.85
48	56.42	82.02	1.529 87 279	15.85
49	56.42	82.02	1.529 87 279	15.85
50	56.42	82.02	1.529 87 279	15.85

PARCET AREA TABLE			
PARCET NO.	AREA (CH.)	AREA (AC.)	PERCENTAGE OF TOTAL
10	0.2400	0.00071	0.0003
11	0.2400	0.00071	0.0003
12	0.2400	0.00071	0.0003
13	0.2400	0.00071	0.0003
14	0.2400	0.00071	0.0003
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17	0.2400	0.00071	0.0003
18	0.2400	0.00071	0.0003
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20	0.2400	0.00071	0.0003
21	0.2400	0.00071	0.0003
22	0.2400	0.00071	0.0003
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99	0.2400	0.00071	0.0003
100	0.2400	0.00071	0.0003

[illegible]

DESIGN PROFESSIONAL:
MAPCUS E. SACK
 GEACAC LEVEL III # 72048
 DPHSOS: DE 42023
 MPECUSACK@aol.com
 c/o KARPIS/STEVES Inc.
 # 3, 500 GAO
 400 HAVEN, DE 19151
 TEL: 302-388-9232
 150 CHURCH ROAD
 (302) 388-1100
 HENICO 343 3623



COUNTY:
LIBERTY

OWNER
DRYDEN ENTERPRISES
CONTACT: CLAUDE CITRICH
310 S MAIN ST
HOLLYWOOD, CA 91601
CLAUDE@GTHULV-HOMES.D
TEL: (310) 309 7654

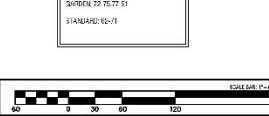
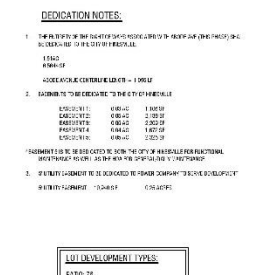
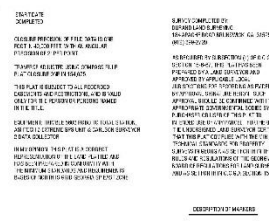
24 HR CONTACT:
DRYDEN ENTERPRISES
CONTACT: LUKE DRYDEN
210 S. MAIN ST.
HAYESVILLE, CA 95933
LUKE@DRYDEN-HOMES.COM
TEL: (916) 968-7854

Heritage Pointe
Subdivision
Phase 1B

FINAL
PLAT

1 of 2

FILE NO: 2021-01



Dedications to the City also include:

- ❖ 1,095 - linear foot (0.21 - mile) extension of **Abode Avenue**
- ❖ Water, reuse water, stormwater and sewer improvements

The utilities improvements have been installed. The installation of remaining improvements are guaranteed by letters of credit in the following amounts:

- Primary improvements - **\$42,000**
(paving, striping and signage)
- Secondary improvements - **\$56,000**
(sidewalks and trees)

A two-year maintenance bond in the amount of **\$45,000** is also in hand.



18 West Bryan Street
Savannah, GA 31401
(912) 200-9420
www.banksouth.com

IRREVOCABLE LETTER OF CREDIT #1521358570

BENEFICIARY

City of Hinesville
c/o Liberty Consolidated Planning Commission
110 Main St., Ste 7520
Hinesville, GA 31313

APPLICANT

Dryden Enterprises, Inc.
Heritage Pointe Phase 1B
Hinesville, GA 31313

ISSUE DATE: June 1, 2023

EXPIRATION DATE: June 1, 2025

ILOC #: 1521358570

AMOUNT: \$45,000.00

We hereby establish our Irrevocable Letter of Credit #1521358570 in your favor for the account of Dryden Enterprises, Inc. in the amount of Forty-Five thousand and 00/100 Dollars (\$45,000.00) and available upon presentation of your draft(s) drawn on BankSouth at sight and accompanied by the following:

1. A statement signed by the beneficiary indicating that payment has been requested and is due.
2. Certification that funds are required related to maintenance RE: Heritage Pointe Phase 1B or required as a cash bond to secure contained adherence to the terms.
3. Original of this Irrevocable Letter of Credit.

Draft(s) must be negotiated (or presented to drawee bank for payment) on or before June 1, 2025.

Draft(s) must be marked "Drawn on BankSouth, Irrevocable Letter of Credit #1521358570."

Except as otherwise stated, this Irrevocable Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credit (2007 Revision)", International Chamber of Commerce Publication No. 600.

We hereby agree with you that drafts under and in compliance with this credit shall be duly honored on due presentation to the drawee.

Sincerely,

Laura Moore
Relationship Manager
BankSouth



18 West Bryan Street
Savannah, GA 31401
(912) 200-9420
www.banksouth.com

IRREVOCABLE LETTER OF CREDIT #1521352872

BENEFICIARY

City of Hinesville
c/o Liberty Consolidated Planning Commission
110 Main St., Ste 7520
Hinesville, GA 31313

APPLICANT

Dryden Enterprises, Inc.
Heritage Pointe Phase 1B
Hinesville, GA 31313

ISSUE DATE: June 1, 2023

EXPIRATION DATE: June 1, 2024

ILOC #: 1521352872

AMOUNT: \$42,000.00

We hereby establish our Irrevocable Letter of Credit #1521352872 in your favor for the account of Dryden Enterprises, Inc. in the amount of Forty-Two thousand and 00/100 Dollars (\$42,000.00) and available upon presentation of your draft(s) drawn on BankSouth at sight and accompanied by the following:

1. A statement signed by the beneficiary indicating that payment has been requested and is due.
2. Certification that funds are required related to primary improvements (paving, striping and signage) RE: Heritage Pointe Phase 1B or required as a cash bond to secure contained adherence to the terms.
3. Original of this Irrevocable Letter of Credit.

Draft(s) must be negotiated (or presented to drawee bank for payment) on or before June 1, 2024 or any extended date.

This Letter of Credit shall be automatically extended for an additional period of one year from the present or each future expiration date unless we have notified you in writing, not less than forty-five (45) days before such expiration date unless we have notified you in writing, not less than forty-five (45) days before such expiration date, that we elect not to renew this letter of credit. Our notice of such election shall be sent certified mail to the above address.

Draft(s) must be marked "Drawn on BankSouth, Irrevocable Letter of Credit #1521352872."

Except as otherwise stated, this Irrevocable Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credit (2007 Revision)", International Chamber of Commerce Publication No. 600.

We hereby agree with you that drafts under and in compliance with this credit shall be duly honored on due presentation to the drawee.

Sincerely,

Laura Moore
Relationship Manager
BankSouth



18 West Bryan Street
Savannah, GA 31401
(912) 200-9420
www.banksouth.com

IRREVOCABLE LETTER OF CREDIT #1521358571

BENEFICIARY

City of Hinesville
c/o Liberty Consolidated Planning Commission
110 Main St., Ste 7520
Hinesville, GA 31313

APPLICANT

Dryden Enterprises, Inc.
Heritage Pointe Phase 1B
Hinesville, GA 31313

ISSUE DATE: June 1, 2023

EXPIRATION DATE: June 1, 2024

ILOC #: 1521358571

AMOUNT: \$56,000.00

We hereby establish our Irrevocable Letter of Credit #1521358571 in your favor for the account of Dryden Enterprises, Inc. in the amount of Fifty-Six thousand and 00/100 Dollars (\$56,000.00) and available upon presentation of your draft(s) drawn on BankSouth at sight and accompanied by the following:

1. A statement signed by the beneficiary indicating that payment has been requested and is due.
2. Certification that funds are required related to secondary improvements (sidewalks and street trees) RE: Heritage Pointe Phase 1B or required as a cash bond to secure contained adherence to the terms.
3. Original of this Irrevocable Letter of Credit.

Draft(s) must be negotiated (or presented to drawee bank for payment) on or before June 1, 2024 or any extended date.

This Letter of Credit shall be automatically extended for an additional period of one year from the present or each future expiration date unless we have notified you in writing, not less than forty-five (45) days before such expiration date unless we have notified you in writing, not less than forty-five (45) days before such expiration date, that we elect not to renew this letter of credit. Our notice of such election shall be sent certified mail to the above address.

Draft(s) must be marked "Drawn on BankSouth, Irrevocable Letter of Credit #1521358571."

Except as otherwise stated, this Irrevocable Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credit (2007 Revision)", International Chamber of Commerce Publication No. 600.

We hereby agree with you that drafts under and in compliance with this credit shall be duly honored on due presentation to the drawee.

Sincerely,

Laura Moore
Relationship Manager
BankSouth

LCPC Recommendations

Heritage Pointe Phase 1B

Approval of Final Plat

and

Acceptance of Dedications

noted on the Plat

with standard conditions

LCPC Standard Conditions

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





City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Rezoning Petition #2023-031-H
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: A rezoning petition was submitted by Justin Frasier to rezone 1 acre (+/-) from R-1 (Single Family Dwelling District) to R-4 (Single- and Two-Family Dwelling District) for a two-family dwelling. The property is located at 127 Cherrie Murrell Street in Hinesville and is further described as LCTM-parcel 058A-028.

BACKGROUND:

FUNDING: N/A

RECOMMENDATION: May 16, 2023. LCPC Commissioners recommended APPROVAL with standard conditions,

ATTACHMENTS:

1. Rezoning Petition 2023-031-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2023-031-H

A rezoning petition was submitted by Justin Frasier to rezone 1 acre (+/-) from R-1 (Single Family Dwelling District) to R-4 (Single- and Two-Family Dwelling District) for two-family dwellings. Property is located at 127 Cherrie Murrell Street in Hinesville and is further described as LCTM parcel 058A-028.

Public Notification

MS PUBLIC HEARINGS

Variance Request 2023-028-W

A variance request was submitted by T.R. Long Engineering for a subdivision on Talmadge Road to allow the project to be developed without the installation of curbs and gutters and sidewalks along State Route 119. Property is located at the intersection of Amali Drive and Talmadge Road and is further described as LCTM Parcel 051C-009. Property is bounded now or formerly as follows: **NORTH** by Talmadge Road; **EAST** by Carter Road; **SOUTH** by lands of Jordan and Taylor Hunt, Dylan Bennett and Andrey Ortega, RTS Homes, LLC, Moses and Daisy Blackman, William L. Pennington III, Mary James, Alexandre Cabica, Herbert Paul Joseph, and Dagnar Madden; **WEST** by Amali Drive.

Variance Request 2023-029-LC

A variance request was submitted by Russell Browne to reduce the side yard setback to 2 feet as opposed to 15 feet required in the R-1 (Single Family Residential) zoning district for an addition to the existing home. Property is located at 47 Japonica Drive in unincorporated Liberty County and is further described as LCTM Parcel 3390-009. Property is bounded now or formerly as follows: **NORTH** by lands of James and Lisa DeBorde; **EAST** by Japonica Drive; **SOUTH** by lands of Harry and Doree Miles; **WEST** by wetlands.

Rezoning and Annexation

Petition 2023-030-M

A rezoning petition was submitted by Travis Springer, owner's agent, on behalf of Laurel View Properties, LLC, owner, to rezone 3.36 acres (+/-) from B-2 (General Commercial District) to I-C (Interstate Commercial Corridor District). In conjunction with this rezoning petition, annexation into the City of Midway is also being petitioned for. Property has frontage on Islands Highway and Dorchester Village Road, in unincorporated Liberty County and is further described as LCTM parcels 265-041 and 265-042 (portions thereof). Property is bounded now or formerly as follows: **NORTH** by Islands Highway; **EAST** by lands of CMJ Investments; **SOUTH** by lands of Laurel View Properties, LLC and CMJ Investments, LLC; **WEST** by lands of Laurel View Properties, LLC.

Rezoning Petition 2023-031-H

A rezoning petition was submitted by Justin Frazer to rezone 1 acre (+/-) from R-1 (Single Family Dwelling District) to R-4 (Single- and Two-Family Dwelling District) for a two-family dwelling. Property is located at 127 Cherrie Murrell Street in Hinesville and is further described as LCTM parcel 058A-028. Property is bounded now or formerly as follows: **NORTH** by Cherrie Murrell Street; **EAST** by lands of Roscoe Gaudin; **SOUTH** by lands of Lizzie George; **WEST** by lands of Lucille Darden.

Conditional Use Request 2023-032-LC

A conditional use request was submitted by Arcadia Excavating, LLC to create a pond through a small surface miner borrow pit. Property is located on Leroy Coffey Highway in unincorporated Liberty County and further described as LCTM parcel 139-036. Property is bounded now or formerly as follows: **NORTH** by Leroy Coffey Highway and lands of Charles and Karen Haymans; **EAST** by lands of James and Catina Ray; **SOUTH** by lands of James and Catina Ray; **WEST** by lands of James and Catina Ray.

Rezoning Petition 2023-033-LC

A rezoning petition was submitted by James B. Ray to rezone 245.93 acres (+/-) from R-1 (Single-Family Residential District) to A-1 (Agricultural Residential District) for agricultural and single-family use. Property is located on Leroy Coffey Highway in unincorporated Liberty County and is further described as LCTM 139-034. Property is bounded now or formerly as follows: **NORTH** by lands of Charles and Karen Haymans; **EAST** by lands of Marion F. Martin III, Mark and Karen Floyd, and Willie Stevens Estate; **SOUTH** by lands of Georgia Power, Liberty County, Samuel Bacon Estate, Lee Pierce, George Lloyd Estate, Calvin Barnett, Chad Smith, Richie Anderson, Felecia Holmes, Jacqueline Myles, Johnny and Tammy Southwell, and Mamie Clay; **WEST** by lands of Marion F. Martin III, James and Catina Ray, Michael and Elaine Norris, Wilfredo Rodriguez, and Heather and Robert McDaniel.

Conditional Use Request 2023-034-LC

A conditional use request was submitted by James B. Ray to create a pond through a small surface miner borrow pit. Property is located on Leroy Coffey Highway in unincorporated Liberty County and further described as LCTM parcel 139-034. Property is bounded now or formerly as follows: **NORTH** by lands of Charles and Karen Haymans; **EAST** by lands of Marion F. Martin III, Mark and Karen Floyd, and Willie Stevens Estate; **SOUTH** by lands of Georgia Power, Liberty County, Samuel Bacon Estate, Lee Pierce, George Lloyd Estate, Calvin Barnett, Chad Smith, Richie Anderson, Felecia Holmes, Jacqueline Myles, Johnny and Tammy Southwell, and Mamie Clay; **WEST** by lands of Marion F. Martin III, James and Catina Ray, Michael and Elaine Norris, Wilfredo Rodriguez, and Heather and Robert McDaniel.

Rezoning Petition 2023-035-H

A rezoning petition was submitted by Downtown Group, LLC to rezone 0.33 acres (+/-) from R-4 (Single- and Two-Family Dwelling District) to R-A-1 (Multi-Family Dwelling District) for a multi-family dwelling. Property is located at 305 Bradwell Street in Hinesville and is further described as LCTM Parcel 055D-111. Property is bounded now or formerly as follows: **NORTH** by Wilson Avenue; **EAST** by Bradwell Street; **SOUTH** by lands of Quang Dang; **WEST** by lands of Nathaniel Robinson.

Public Hearings

The Liberty Consolidated Planning Commission will hold a public meeting **May 16, 2023, at 4:30 p.m.**, at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, Hinesville.

Public Hearings to be Held by the Applicable Governing Authority:

Thursday, June 1, 2023, 3:00 p.m. - Hinesville Mayor and Council

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

Tuesday, June 6, 2023, 6:00 p.m. - LC Board of Commissioners

will meet in the Courthouse Annex, 2nd floor, 112 North Main Street, Hinesville.

Monday, June 12, 2023, 6:00 p.m. - Midway Mayor and Council

will meet at Midway City Hall, 41 Charlie Butler Road, Midway.

Tuesday, June 13, 2023, 6:00 p.m. - Walhournville Mayor and Council

will meet at the Walhournville Police Department, 192-8 Talmadge Road, Walhournville, LGH45172 4/27/2023.



Vicinity Map

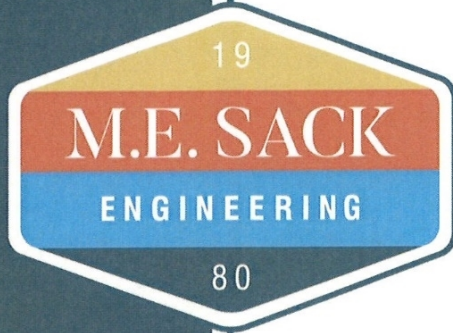


Zoning Map



— Railroad Zoning	OC	R3
▬ Parcels	C2	PUD
	C3	R1
		R4
		RA1
		RTH

Narrative



515 N. Main Street | Hinesville, GA 31313

PO Box 649 | Hinesville, GA 31310

912.368.5212

www.mesack.com

ME Sack Engineering

@mesackengineering

mesack



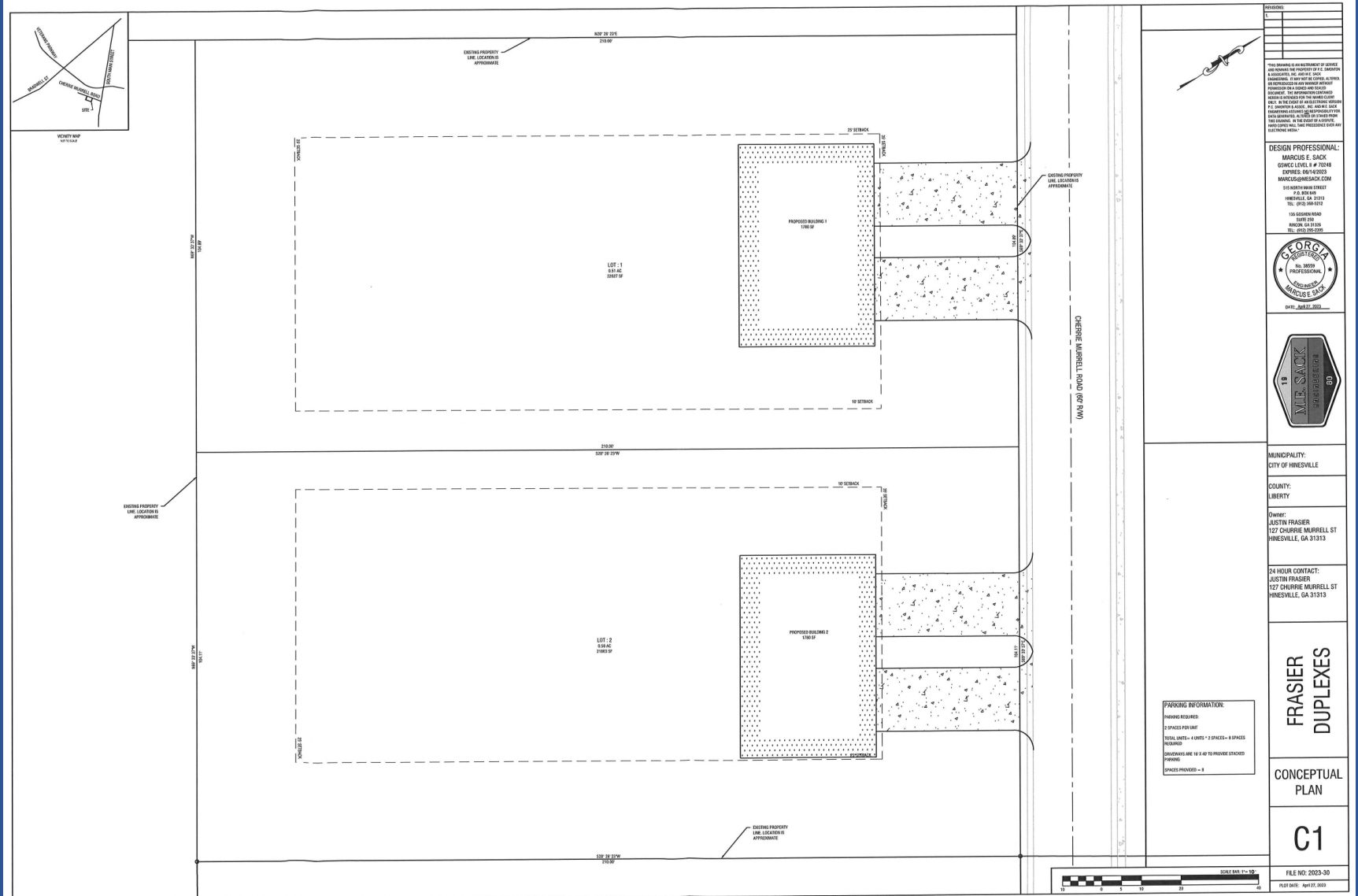
DESCRIPTIVE NARRATIVE

Frasier Duplexes

MES #2023-30

The owner (applicant) is requesting to rezone parcel 058A 028 +/- 1 acre from R1 to R4. The purpose of the rezoning is to allow for two duplex buildings along with parking. Currently, all designs are conceptual. This development is to be served by City water and sewer services.

Plan



Zoning Analysis

1. Does this property have reasonable economic value as currently zoned?
 - *Yes.*
2. Does the proposed use conform to the Fort Stewart Joint Land Use Study (JLUS)?
 - *Yes.*
3. Does the proposed use conform to the Liberty County Comprehensive Plan?
 - *Yes, the comprehensive plan identifies this property as residential low density.*

Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

10. Is this parcel in a flood hazard area?

- *No.*

11. Is it spot zoning and unrelated to the existing pattern of development?

- *No.*

12. Are there unique conditions which support approval or denial?

- *No.*

LCPC Recommendation

Approval

Rezoning Petition 2023-031-H

Conditions
Standard

Standard Conditions

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

LCPC Recommendation

Approval

Rezoning Petition 2023-031-H

Conditions
Standard





City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Rezoning Petition #2023-035-H
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: A rezoning petition was submitted by Downtown Group, LLC to rezone 0.33 acres (+/-) from R-4 (Single- and Two-Family Dwelling District) to R-A-1 (Multi-Family Dwelling District) for a multi-family dwelling. The property is located at 305 Bradwell Street in Hinesville and is further described at LCTM-Parcel 055D-111.

BACKGROUND:

FUNDING: N/A

RECOMMENDATION: May 16, 2023. LCPC Commissioners recommended APPROVAL with standard conditions.

ATTACHMENTS:

1. Rezoning Petition 2023-035-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2023-035-H

A rezoning petition was submitted by Downtown Group, LLC to rezone 0.33 acres (+/-) from R-4 (Single- and Two-Family Dwelling District) to R-A-1 (Multi-Family Dwelling District) for a multi-family dwelling. Property is located at 305 Bradwell Street in Hinesville and is further described at LCTM Parcel 055D-111.

Public Notification

Public Hearings

Variance Request 2023-028-W

A variance request was submitted by T.R. Long Engineering for a subdivision on Talmadge Road to allow the project to be developed without the installation of curb and gutter and sidewalk along State Route 119. Property is located at the intersection of Amali Drive and Talmadge Road and is further described as LCTM Parcel 051C-009. Property is bounded now or formerly as follows: **NORTH** by Talmadge Road; **EAST** by Carter Road; **SOUTH** by lands of Jordan and Taylor Hunt, Dylan Bennett, and Andrey Ortega, RTS Homes, LLC, Moses and Daisy Blackman, William L. Pennington III, Mary James, Alexandre Cabica, Herbert Paul Joseph, and Dagmar Madden; **WEST** by Amali Drive.

Variance Request 2023-029-LC

A variance request was submitted by Russell Browne to reduce the side yard setback to 2 feet as opposed to 15 feet required in the R-1 (Single Family Residential) zoning district for an addition to the existing home. Property is located at 47 Japonica Drive in unincorporated Liberty County and is further described as LCTM Parcel 3390-009. Property is bounded now or formerly as follows:

NORTH by lands of James and Lisa Olsborge; **EAST** by Japonica Drive; **SOUTH** by lands of Harry and Dome Miles; **WEST** by wetlands.

Rezoning and Annexation

Petition 2023-030-M

A rezoning petition was submitted by Travis Stringer, owner's agent, on behalf of Laurel View Properties, LLC, owner, to rezone 1.36 acres (±) from B-2 (General Commercial District) to I-C (Interstate Commercial Corridor District). In conjunction with this rezoning petition, annexation into the City of Midway is also being petitioned for. Property has frontage on Islands Highway and Deerchester Village Road, in unincorporated Liberty County and is further described as LCTM parcels 265-041 and 265-042 (portions thereof). Property is bounded now or formerly as follows: **NORTH** by Islands Highway; **EAST** by lands of CMJ Investments; **SOUTH** by lands of Laurel View Properties, LLC and CMJ Investments, LLC; **WEST** by lands of Laurel View Properties, LLC.

Rezoning Petition 2023-031-H

A rezoning petition was submitted by Justin Frazer to rezone 1 acre (±) from R-1 (Single Family Dwelling District) to R-4 (Single- and Two-Family Dwelling District) for a two-family dwelling. Property is located at 127 Cherrie Murrell Street in Hinesville and is further described as LCTM parcel 058A-028. Property is bounded now or formerly as follows: **NORTH** by Cherrie Murrell Street; **EAST** by lands of Roscoe Gaulden; **SOUTH** by lands of Lizzie George; **WEST** by lands of Lucille Darden.

Conditional Use Request 2023-032-LC

A conditional use request was submitted by Arcadia Excavating, LLC to create a pond through a small surface mine/ borrow pit. Property is located on Leroy Coffey Highway in unincorporated Liberty County and further described as LCTM parcel 139-036. Property is bounded now or formerly as follows: **NORTH** by Leroy Coffey Highway and lands of Charles and Karen Haymans; **EAST** by lands of James and Catina Ray; **SOUTH** by lands of James and Catina Ray; **WEST** by lands of James and Catina Ray.

Rezoning Petition 2023-033-LC

A rezoning petition was submitted by James B. Ray to rezone 245.93 acres (±) from R-1 (Single-Family Residential District) to A-1 (Agricultural Residential District) for agricultural and single-family use. Property is located on Leroy Coffey Highway in unincorporated Liberty County and is further described as LCTM 139-034. Property is bounded now or formerly as follows: **NORTH** by lands of Charles and Karen Haymans; **EAST** by lands of Marion F. Martin III, Mark and Karen Floyd, and Willie Stevens Estate; **SOUTH** by lands of Georgia Power, Liberty County, Samuel Bacon Estate, Lee Pierce, George Lloyd Estate, Calvin Barrett, Chad Smith, Richie Anderson, Felicia Holmes, Jacqueline Myles, Johnny and Tammy Southwell, and Marnie Clay; **WEST** by lands of Marion F. Martin III, James and Catina Ray, Michael and Elaine Norris, Wilfredo Rodriguez, and Heather and Robert McDaniel.

Conditional Use Request 2023-034-LC

A conditional use request was submitted by James B. Ray to create a pond through a small surface mine/ borrow pit. Property is located on Leroy Coffey Highway in unincorporated Liberty County and further described as LCTM parcel 139-034. Property is bounded now or formerly as follows: **NORTH** by lands of Charles and Karen Haymans; **EAST** by lands of Marion F. Martin III, Mark and Karen Floyd, and Willie Stevens Estate; **SOUTH** by lands of Georgia Power, Liberty County, Samuel Bacon Estate, Lee Pierce, George Lloyd Estate, Calvin Barrett, Chad Smith, Richie Anderson, Felicia Holmes, Jacqueline Myles, Johnny and Tammy Southwell, and Marnie Clay; **WEST** by lands of Marion F. Martin III, James and Catina Ray, Michael and Elaine Norris, Wilfredo Rodriguez, and Heather and Robert McDaniel.

Rezoning Petition 2023-035-H

A rezoning petition was submitted by Downtown Group, LLC to rezone 0.33 acres (±) from R-4 (Single- and Two-Family Dwelling District) to R-A-1 (Multi-Family Dwelling District) for a multi-family dwelling. Property is located at 305 Bradwell Street in Hinesville and is further described as LCTM Parcel 055D-111. Property is bounded now or formerly as follows: **NORTH** by Wilson Avenue; **EAST** by Bradwell Street; **SOUTH** by lands of Quang Dang; **WEST** by lands of Nathaniel Robinson.

Public Hearings

The Liberty Consolidated Planning Commission will hold a public meeting **May 16, 2023, at 4:30 p.m.** at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, Hinesville.

Public Hearings to be Held by the Applicable Governing Authority:

Thursday, June 1, 2023, 3:00 p.m. - Hinesville Mayor and Council will meet at Hinesville City Hall, 115 E ML King, Jr. Drive, Hinesville.

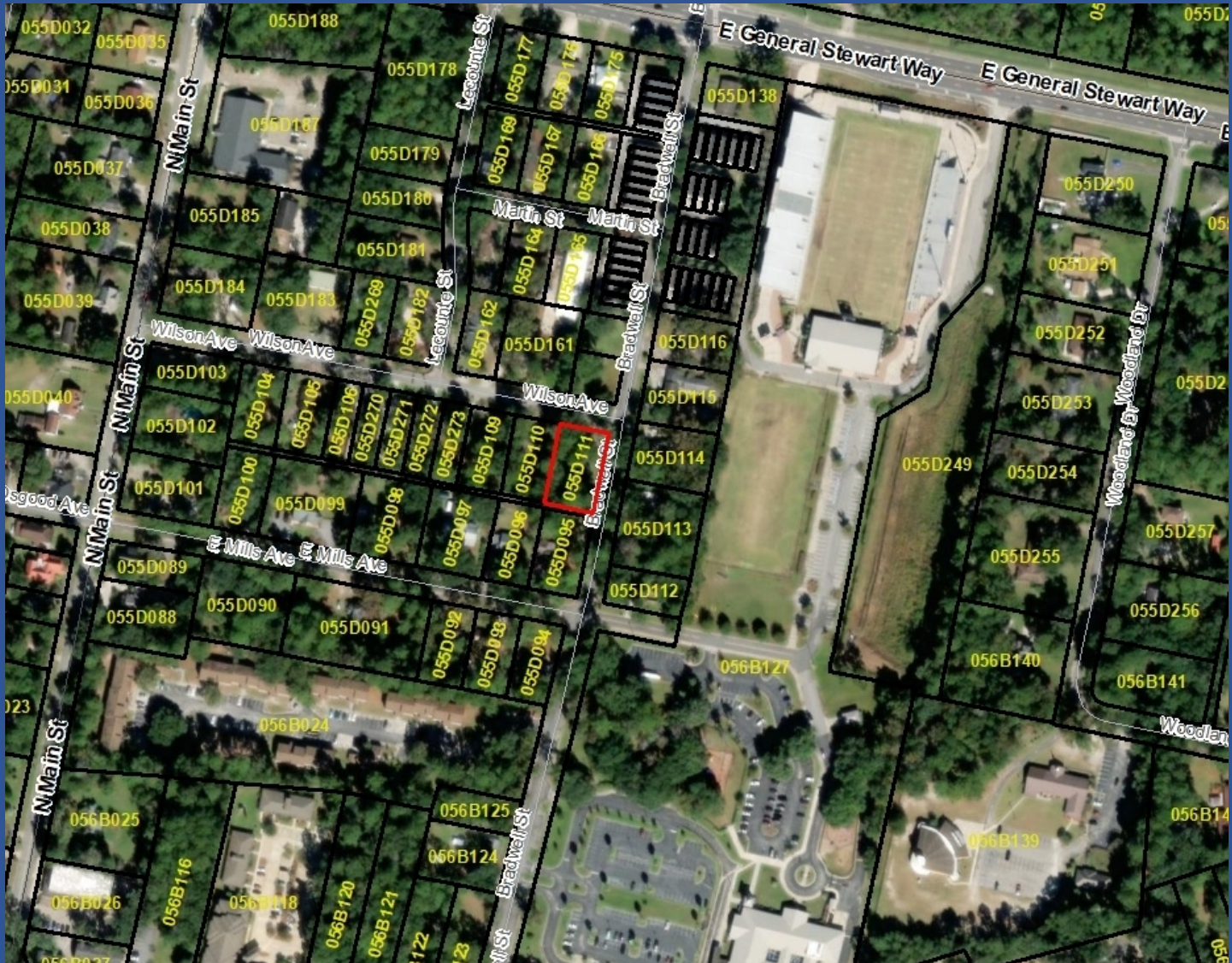
Tuesday, June 6, 2023, 6:00 p.m. - LC Board of Commissioners will meet in the Courthouse Annex, 2nd floor, 112 North Main Street, Hinesville.

Monday, June 12, 2023, 6:00 p.m. - Midway Mayor and Council will meet at Midway City Hall, 41 Charlie Butler Road, Midway.

Tuesday, June 13, 2023, 6:00 p.m. - Walhournville Mayor and Council will meet at the Walhournville Police Department, 192-9 Talmadge Road, Walhournville, GA 31512 4/27/2023.



Vicinity Map



Zoning Map



Parcels	Zoning	OC	R2
C1	OI	R3	
C2	PDD	R4	
DD	R1	RA1	
		RTH	

Narrative

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



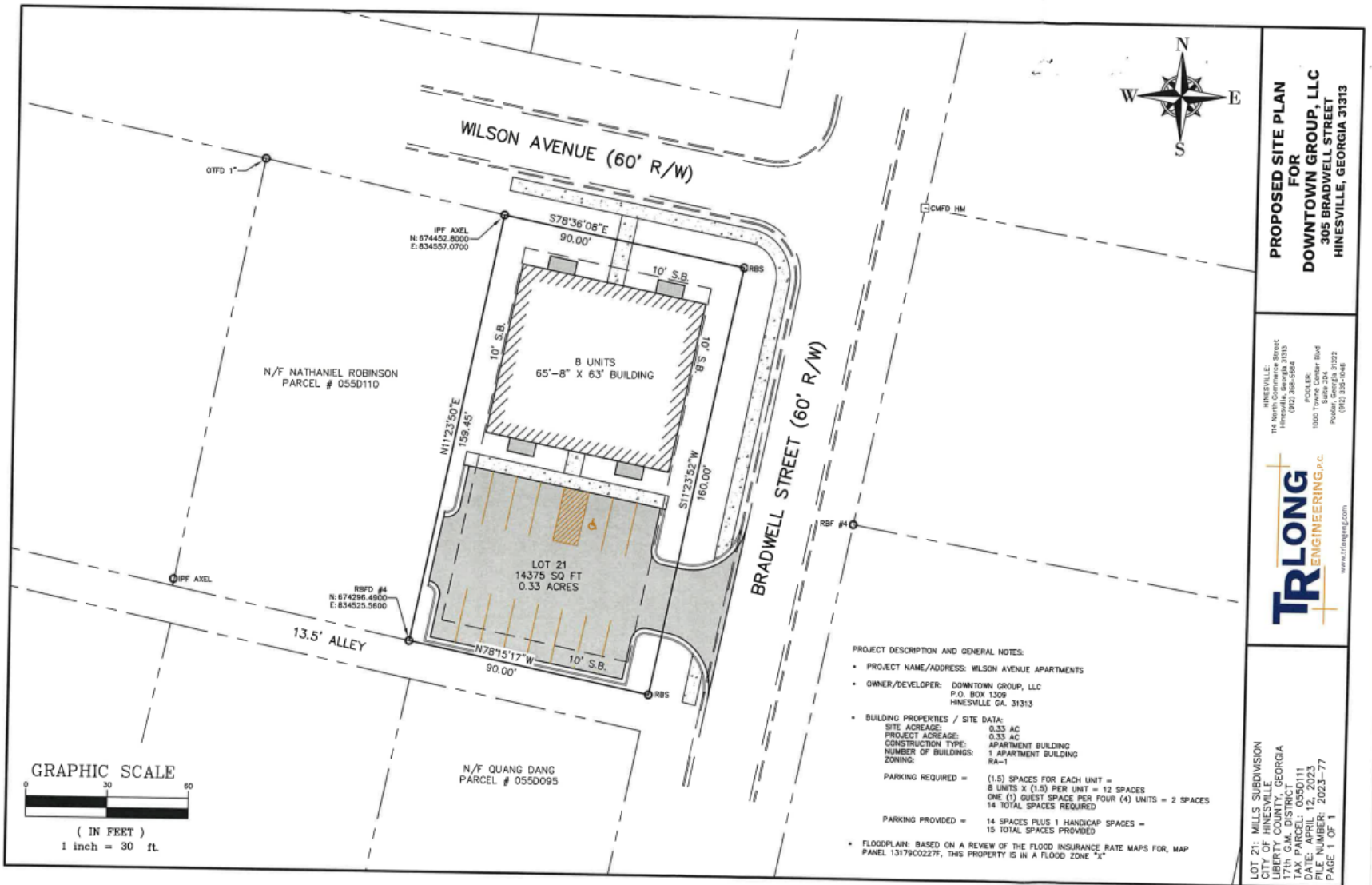
1000 Towne Center Blvd.
Suite 304
Pooler, Georgia 31322
(912) 355-1046

Project Narrative Parcel # 055D111 at 305 Bradwell Street Hinesville, Georgia

The subject property, tax parcel #055D11, is located on 305 Bradwell Street in Hinesville, Georgia. The property fronts along Bradwell Street and Wilson Avenue and contains approximately 0.33. The site currently has a house on it, that is vacant.

The current zoning is R-4 and the proposed zoning is RA-1. The proposed use will be an 8 unit apartment building. The apartment building will be served by the city water and sewer.

Plan



Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

10. Is this parcel in a flood hazard area?

- *No.*

11. Is it spot zoning and unrelated to the existing pattern of development?

- *No, there are other properties zoned R-A-1 in the vicinity.*

12. Are there unique conditions which support approval or denial?

- *No.*

LCPC Recommendation

Approval

Rezoning Petition 2023-035-H

Conditions
Standard

Standard Conditions

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

LCPC Recommendation

Approval

Rezoning Petition 2023-035-H

Conditions
Standard





City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Right of Way Easement at 131 MacArthur Drive
Prepared by: Christy Deloach
Presented by: Kenneth Howard

PURPOSE: To Present for Mayor and Council Consideration, a Right of Way Easement at 131 MacArthur Drive.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

1. Right of Way Easement - City of Hinesville-Justin Webb

PREVIOUS COUNCIL DISCUSSION:

-----ABOVE SPACE RESERVED FOR RECORDING INFORMATION -----

THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO:
JIMMY A. MCDONALD – JONES, OSTEEEN & JONES
P. O. BOX 800 (31310) – 206 EAST COURT STREET
HINESVILLE, GEORGIA 31313 - (912) 876-0111

STATE OF GEORGIA	§	RIGHT OF WAY EASEMENT
	§	
COUNTY OF LIBERTY	§	

THIS INDENTURE, Made this 4th day of April, 2023, between **JUSTIN WEBB** of Liberty County, Georgia, as Party of the First Part, and **CITY OF HINESVILLE**, a Georgia municipal corporation, as Party of the Second Part.

WHEREAS, the Party of the First Part owns a parcel of property in Hinesville, Georgia in Liberty County more commonly known as 131 MacArthur Drive more accurately described within the warranty deed recorded in Deed Book 2243, Page 147, Office of the Clerk of the Superior Court, Liberty County, Georgia;

WHEREAS, the Party of the First Part has agreed to sell a right of way easement providing certain access to said property to the Party of the Second Part for the purpose of maintaining the city road that runs adjacent to the property and to maintain any attached utilities as the Party of the Second Part deems necessary.

WITNESSETH:

That for and in consideration of the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) in hand paid by the Party of the Second Part, and other good and valuable

consideration, the receipt and sufficiency of all which is hereby expressly acknowledged, Parties of the First Part do hereby give, grant and convey unto said Party of the Second Part, his heirs, successors and assigns, a perpetual 575-foot non-exclusive right and easement of ingress and egress and for utility purposes, through, over and across the property herein described, together with the right to maintain a road over and across said property herein described, to-wit:

All that certain lot, tract or parcel of land situate, lying and being in the 1458th G. M. District of Liberty County, Georgia, and being in the City of Hinesville, being a portion of Lot 6, Olmstead Subdivision, and containing 0.01 acre, more or less, as shown and represented on that certain plat of survey made and prepared by Peter N. Durand, Georgia Registered Land Surveyor No. 3213, bearing a survey date of April 16, 2023, and a plat date of April 25, 2023, and being recorded in Plat Book _____, Page _____, in the Office of the Clerk of Superior Court of Liberty County, Georgia, said plat by specific reference is made a part hereof for descriptive and all other purposes. Said lot of land being triangular in shape and being bounded, now or formerly, as follows: Northerly by the right of way of Macarthur Drive; Easterly by a Proposed Right of Way; Southerly by lands of Mathew Robert McDermitt, all as shown on the above referred to plat of survey

(“Property”). A copy of the above-referenced plat and survey is attached hereto as Exhibit “A”.

TO HAVE AND TO HOLD FOREVER, unto the said Party of the Second Part, his heirs, successors and assigns, the rights herein granted, which shall be a perpetual covenant forever running with the title to the lands described.

[Balance of Page Left Blank Intentionally – Signature Page to Follow]

[Right of Way Easement – Signature Page]

IN WITNESS WHEREOF, the said Parties of the First Part has hereunto set their hands and affixed their seals on the day, month and year first above written.

_____(SEAL)
KENNETH HOWARD, CITY MANAGER
CITY OF HINESVILLE

Signed, sealed and delivered in
the presence of:

Witness

Notary Public
My commission expires: _____
(NOTARY SEAL)

_____(SEAL)
JUSTIN WEBB

Signed, sealed and delivered in
the presence of:

Witness

Notary Public
My commission expires: _____
(NOTARY SEAL)

[END OF DOCUMENT]



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023

Agenda Item: SCADA Modifications for Flemington Pumping Stations

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: Modify the SCADA System for Flemington Pump Stations #1 and #2 to avoid simultaneous run events

BACKGROUND:

- The City of Hinesville owns and operates the sewer system in Flemington.
- All wastewater collected in the City of Flemington is transported through an existing 10" gravity sewer along Hwy 84
- The 10" gravity sewer receives most of its flow from three major pumping stations. If all three stations run simultaneously, the resultant flow along with gravity approaches the max capacity of the system.
- Inspections of the system has revealed areas where the sewer is surcharging in-line manholes.
- A study is underway to expand the system for future flow, but the solutions will take time to design permit and construct, so an interim measure is proposed to allow growth and expansion to continue
- The interim measure will modify the SCADA system to control the operation of the two largest pump stations, not allowing them to operate simultaneously. Safe guards will be included that would manage the system should peak flows at both stations occur at the same time.
- A proposal was received from MR Systems, the City's SCADA Consultant, to modify and upgrade the SCADA components and operations to accomplish the goal for \$16,481.00

FUNDING: Water and Sewer Fund

RECOMMENDATION: Approve modification to the SCADA System in the amount of \$16,481.00

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION:



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023

Agenda Item: GEFA Loan CW2023-007
Resolution #2023-10

Prepared by: Kimberly Ryon

Presented by: Kimberly Ryon

PURPOSE: To authorize the Mayor and City Manager to sign documents related to the execution of the City's Georgia Environmental Finance Authority (GEFA) loan CW2023-007 for expansion of the Water Reclamation Facility on JV Road and upgrade the sewer distribution system.

BACKGROUND: The City of Hinesville has applied for and been approved for a Clean Water State Revolving Fund loan administered by Georgia Environmental Finance Authority (GEFA) to finance the upgrades to the Water Reclamation Facility on JV Road and upgrades to the sewer distribution system. The loan will not exceed \$25,933,600 at an annual interest rate of 1.63%.

FUNDING: Annual debt service will be budgeted from the Water & Sewer fund.

RECOMMENDATION:

ATTACHMENTS:

1. Loan Agreement CW2023007
2. Promissary Note CW2023007
3. Resolution 2023-10 - GEFA CW23-007

PREVIOUS COUNCIL DISCUSSION:

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF HINESVILLE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this “**Agreement**”) dated _____, 20____, by and between **CITY OF HINESVILLE**, a Georgia public body corporate and politic (the “**Borrower**”), whose address for purposes of this Agreement shall be **115 EAST MARTIN LUTHER KING JR DR, HINESVILLE, GA 31313**, and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), whose address for purposes of this Agreement shall be 47 Trinity Avenue SW, Fifth Floor, Atlanta, GA 30334.

1. **Background** - The Lender desires to loan to the Borrower **TWENTY-FIVE MILLION NINE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$25,933,600)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **JUNE 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$25,933,600** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 25/100 percent (1.25%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any

person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "**Advance**"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "**Credit Documents**") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and

stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall

be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely

affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse

change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **NOVEMBER 11, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF HINESVILLE

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Seal

Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF HINESVILLE

Loan Number: CW2023007

This project will expand the wastewater treatment plant, upgrade the sewer distribution system, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF HINESVILLE

Loan Number: CW2023007

ITEM	TOTAL	CWSRF
Construction	\$20,441,590	\$20,441,590
Contingency	3,066,232	3,066,232
Engineering & Inspection	2,350,778	2,350,778
Administrative/Legal	75,000	75,000
TOTAL	\$25,933,600	\$25,933,600

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: **CITY OF HINESVILLE**

Loan Number: **CW2023007**

ACTION	DATE
Plans & Specs Submitted to EPD	JANUARY 2023
Bid Opening	MAY 2023
Notice to Proceed	JUNE 2023
Completion of Construction	FEBRUARY 2025

SPECIMEN PROMISSORY NOTE

\$25,933,600

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWENTY-FIVE MILLION NINE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$25,933,600)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 63/100 PERCENT (1.63%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **JUNE 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender’s processing fee, as published from time to time in the Lender’s fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney’s fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

(SEAL)

CITY OF HINESVILLE

By: SPECIMEN
Name: _____
Title: _____

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name: _____
Title: _____

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF HINESVILLE

Loan Number: CW2023007

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF HINESVILLE

Loan Number: CW2023007

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF HINESVILLE

Loan Number: CW2023007

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: CITY OF HINESVILLE

Loan Number: CW2023007

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Avenue SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **CITY OF HINESVILLE** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2023007**, between the Borrower and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF HINESVILLE

Loan Number: CW2023007

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$25,933,600** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

(SEAL)

Secretary/Clerk

PROMISSORY NOTE

\$25,933,600

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWENTY-FIVE MILLION NINE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$25,933,600)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 63/100 PERCENT (1.63%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **JUNE 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED AND THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each

and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the day of _____, _____.

Date

CITY OF KENNESAW

Approved as to form:

SIGN HERE

Signature: _____

Print Name: _____

SIGN HERE

By: _____
Borrower's Attorney

Title: _____

(SEAL)

Seal

Attest Signature: _____

Print Name: _____

Title: _____

SIGN HERE

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: City of Hinesville

Loan Number: CW2023007

At a duly called meeting of the governing body of the Borrower identified above (the “Borrower”) held on the 1st day of June, 2023, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$25,933,600** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “Lender”), to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the “Project”), pursuant to the terms of a Loan Agreement, (the “Loan Agreement”), between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower’s obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the “Note”), the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms and conditions and the execution, delivery and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement and the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Allen Brown

Mayor

Kenneth K. Howard

City Manager

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated:_____

Lia Jones, City Clerk

(SEAL)

APPROVED this ____ day of _____, 2023.

Allen Brown, Mayor

Diana Reid, Councilmember

Jason R. Floyd, Councilmember

Vicky Nelson, Councilmember

Keith Jenkins, Mayor Pro Tem

Karl A. Riles, Councilmember

ATTEST:

Lia Jones, City Clerk



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023

Agenda Item: GEFA Loan CW 2019-022A
Resolution #2023-11

Prepared by: Kimberly Ryon

Presented by: Kimberly Ryon

PURPOSE: To authorize the Mayor and City Manager to sign documents related to the execution of the City's Georgia Environmental Finance Authority (GEFA) loan CW2019-022A for the modification of the Water Reclamation Facility on JV road to meet permit requirements.

BACKGROUND: In May 2020 the City was approved for GEFA Clean Water State Revolving Fund loan 2019-022 to finance upgrades and modifications to the Water Reclamation Facility on JV Road in the amount of \$2,626,000. Since that application, the cost of the modifications and upgrades increased significantly.

The City applied for a modification of the original loan to request an increase in funding. The City of Hinesville has applied for and been approved for the modification (loan CW2019-022A). The modification loan will not exceed \$3,979,300 at an annual interest rate of 1.63%.

This amount is in addition to the original loan in the amount of \$2,626,000 at an annual interest rate of 0.94%. This portion of the loan qualifies for \$550,000 principal forgiveness. The total GEFA funding for this project is \$6,605,300.

FUNDING: Annual debt service will be budgeted from the Water & Sewer Fund.

RECOMMENDATION:

ATTACHMENTS:

1. Loan Documents - CWSRF 19-022A
2. Promissary Note CW2019022A
3. Resolution 2023-11 - GEFA CW19-022A

PREVIOUS COUNCIL DISCUSSION:

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF HINESVILLE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated _____, 20____, by and between **CITY OF HINESVILLE**, a Georgia public body corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be **115 EAST MARTIN LUTHER KING JR DR, HINESVILLE, GA 31313**, and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 47 Trinity Avenue SW, Fifth Floor, Atlanta, GA 30334.

1. **Background** - The Lender desires to loan to the Borrower **THREE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$3,979,300)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **JANUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$3,979,300** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender’s Loan Continuation Fee, as published from time to time in the Lender’s fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 25/100 percent (1.25%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable

or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance

issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to

appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the

Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the

Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to,

any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated

maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to

execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **NOVEMBER 11, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF HINESVILLE

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF HINESVILLE

Loan Number: CW2019022A

This project will modify the JV Road Water Reclamation Facility and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF HINESVILLE

Loan Number: CW2019022A

ITEM	TOTAL	CW2019022	CW2019022A
Construction	\$6,180,700	\$2,201,400	\$3,979,300
Contingency	209,950	209,950	-
Engineering/Inspection	209,650	209,650	-
Administrative/Legal	5,000	5,000	-
TOTAL	\$6,605,300	\$2,626,000	\$3,979,300

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF HINESVILLE

Loan Number: CW2019022A

ACTION	DATE
Plans & Specs Submitted to EPD	MARCH 2020
Bid Opening	AUGUST 2020
Notice to Proceed	OCTOBER 2020
Completion of Construction	SEPTEMBER 2024

SPECIMEN PROMISSORY NOTE

\$3,979,300

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **THREE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$3,979,300)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 63/100 PERCENT (1.63%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **JANUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, ____.

(SEAL)

CITY OF HINESVILLE

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF HINESVILLE

Loan Number: CW2019022A

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF HINESVILLE

Loan Number: CW2019022A

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF HINESVILLE

Loan Number: CW2019022A

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: **CITY OF HINESVILLE**

Loan Number: **CW2019022A**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Avenue SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **CITY OF HINESVILLE** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2019022A**, between the Borrower and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF HINESVILLE

Loan Number: CW2019022A

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$3,979,300** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

(SEAL)

Seal

Secretary/Clerk

PROMISSORY NOTE

\$3,979,300

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **THREE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$3,979,300)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 63/100 PERCENT (1.63%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **JANUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED AND THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each

and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

Date

CITY OF HINESVILLE

Approved as to form:

Signature: _____

Print Name: _____

By: _____

Title: _____

Borrower's Attorney

(SEAL)

Seal

Attest Signature: _____

Print Name: _____

Title: _____

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: City of Hinesville

Loan Number: CW2019022A

At a duly called meeting of the governing body of the Borrower identified above (the “Borrower”) held on the 1st day of June, 2023, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$3,979,300** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “Lender”), to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the “Project”), pursuant to the terms of a Loan Agreement, (the “Loan Agreement”), between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower’s obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the “Note”), the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms and conditions and the execution, delivery and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement and the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Allen Brown

Mayor

Kenneth K. Howard

City Manager

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated:_____

Lia Jones, City Clerk

(SEAL)

APPROVED this ____ day of _____, 2023.

Allen Brown, Mayor

Diana Reid, Councilmember

Jason R. Floyd, Councilmember

Vicky Nelson, Councilmember

Keith Jenkins, Mayor Pro Tem

Karl A. Riles, Councilmember

ATTEST:

Lia Jones, City Clerk



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023

Agenda Item: Flemington Intergovernmental Agreement #2023-20

Prepared by: Kimberly Ryon

Presented by: Kimberly Ryon

PURPOSE: To approve Intergovernmental Agreement 2023-20 with the City of Flemington for the purchase of a Quint.

BACKGROUND:

FUNDING: The purchase of a Quint and the purchase of a fire engine were discussed in the fiscal year 2023 budget process. Originally, the fire engine was to be financed through an intergovernmental agreement with the City of Flemington. They would provide the funds for the purchase and the City would reduce Flemington's annual cost for fire protection by an amount amortized over 5 years. The Quint was scheduled to be financed in a traditional manner. The budgeted cost of the fire engine was \$500,000 and the budgeted cost of the Quint was \$1,100,000.

The City of Flemington has since collected more funds and have agreed to fund \$800,000 towards the Quint. This intergovernmental agreement details those terms. Flemington will provide \$800,000 towards the purchase. Hinesville will reduce Flemington's annual expense for Fire Services by \$171,193.33 for 5 years beginning November 1, 2022.

RECOMMENDATION:

ATTACHMENTS:

1. Flemington Fire Engine Purchase IGA - 5-24-2023

PREVIOUS COUNCIL DISCUSSION: September 2022 budget workshops.
December 2022 awarded bid for purchase of Quint.

COUNTY OF LIBERTY

STATE OF GEORGIA

INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE OF A 75 FOOT QUINT AERIAL APPARATUS

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF FIRE EQUIPMENT “75 FOOT QUINT AERIAL APPARATUS” (hereinafter referred to as the “Agreement”), is made and entered into as of the ____ day of _____, 2023, by and between the CITY OF HINESVILLE, GEORGIA, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter referred to as “Hinesville”), and the CITY OF FLEMINGTON, GEORGIA, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter referred to as “Flemington”), (said “Hinesville” and “Flemington” hereinafter sometimes collectively referred to as the “Parties”).

W I T N E S S E T H:

WHEREAS, Flemington desires to contract with Hinesville for the provision of said 75 FOOT QUINT AERIAL APPARATUS for the benefit of its residents, and Hinesville is willing and able to provide such services upon the terms and conditions set forth below; and

WHEREAS, Flemington desires to enhance and expand its existing fire suppression and emergency medical services, and believes this is the most appropriate means of providing uniform protection throughout its boundaries; and

WHEREAS, under the provisions of the Constitution of the State of Georgia, Art. 9, Sec. 3, Para. 1, the Parties may contract with one another to provide the property, equipment, and items described herein below; and

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

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants, undertakings, and respective benefits to be derived by the Parties and citizens they serve, and for the public purposes herein contained and provided for, the Parties hereby covenant, agree, and bind themselves as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not elsewhere defined shall have the meanings set forth below:

“Agreement” shall mean this Intergovernmental Agreement for the Provision of Fire equipment (75 FOOT QUINT AERIAL APPARATUS) and any future amendments, modifications, or supplements hereto.

“Event of Default” means any of the events specified in Article IV, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition has been satisfied.

“Service Area” shall mean that certain geographical area agreed to by the Parties and set forth and identified, herein, as the “City of Flemington”.

“Unrecovered Capital Costs” when used to refer to expenditures made by Hinesville, means those costs that have been expended by Hinesville which are exclusively for the benefit and use of Flemington; when used to refer to expenditures made by Flemington, means those costs that have been expended by Flemington which are directly related to its performance obligations under said agreement.

ARTICLE II TERM OF AGREEMENT; RENEWAL AND TERMINATION

Section 2.01. Initial Term. The term of this Agreement shall be as follows:

(a) **Initial Term Renewal.** Unless otherwise specifically provided herein, this Agreement shall be for an initial term of five (5) years, effective November 1, 2022 and expiring at midnight on the 31st day of October, 2027

(b) **Early Termination by Hinesville.** In addition to the rights of Hinesville to terminate this Agreement pursuant to the provisions of Section 2.01(d) hereof, this Agreement may also be terminated at the election of Hinesville upon giving a written notice at least one hundred twenty (120) days prior to the end of the current term to Flemington of its intent to so terminate; provided, however, Hinesville will fully compensate Flemington the principal balance outstanding. There shall be no penalty for early termination.

(c) **Early Termination by Flemington.** In addition to the rights of Flemington to terminate this Agreement pursuant to the provisions of Section 2.01(d) hereof, this Agreement may also be terminated at the election of Flemington upon giving a written notice at least one hundred twenty (120) days prior to the end of the current term to Hinesville of its intent to so terminate; provided, however, should Flemington

then have Unrecovered Capital Costs associated with its performance of this Agreement, Hinesville shall reimburse Flemington for its Unrecovered Capital Costs prior to the effective date of such termination. Such termination shall in no way excuse Hinesville from its obligations to pay any and all sums which may be due and unpaid as of the date of termination, or otherwise relieve Hinesville of any other obligations or liabilities arising prior to said termination.

Section 2.02. Firefighting Equipment. During the term of this Agreement, Hinesville shall purchase Hinesville funding for the equipment as follows:

75 FOOT QUINT AERIAL APPARATUS.

Section 2.03. Calculation and Payment Amount Due Hinesville. During the term of this Agreement, Flemington shall compensate Hinesville for its purchase as follows:

Eight Hundred Thousand and No/100 (\$800,000.00) Dollars.

(a) **Mutual Cooperation.** Each of the Parties shall cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement. Without limiting the generality of the foregoing, it is specifically agreed that Hinesville, as fiscal agent, shall, subject to reasonable rules and regulations, permit access to Flemington and its respective auditors or similar agents for the purpose of such Party's annual audit or for other good and sufficient cause made necessary by this Agreement. Additionally or alternatively, should Flemington so request, Hinesville's independent auditors shall confirm annually the accuracy of the financial information required to be maintained and invoiced by Hinesville as fiscal agent under this Agreement.

(b) **Place of Payment; Delinquent Payments.** In the event Flemington shall fail to make any of the payments required by this Section 2.03, the unpaid amount shall continue as an obligation of Flemington until fully paid, and shall accrue interest following ten (10) days from its due date until paid at: (i) the prime rate published in the *Wall Street Journal* plus three percent (3%) per annum; or (ii) the highest contractual rate of interest allowed by applicable law to be charged with reference to such amounts, whichever is less. All payments hereunder shall be payable to the order of "The City of Hinesville" and mailed to the following address, unless otherwise directed by Hinesville in writing: The City of Hinesville, Attn: City Manager, 115 E. Martin Luther King, Jr. Drive, Hinesville, Georgia 31313.

(c) **Character of Obligation; Inclusion in Annual Budget.** The obligation of Flemington to make payments to Hinesville under this Agreement shall, to the fullest extent permitted by the laws and Constitution of the State of Georgia, constitute a general obligation of Flemington for the payment of which the full faith and

credit of Flemington shall be and the same is hereby pledged to provide from the City of Flemington's impact fees fund required to fulfill all obligations arising under this Agreement. In recognition of the foregoing, Flemington shall annually in each and every fiscal year, or portion thereof, during the term of this Agreement (as the same may be renewed as provided herein) include in its general budget, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Agreement until all payments required to be made under this Agreement have been paid in full. In the event, for any reason, any such provision is not made during Flemington's fiscal year, then Flemington shall appropriate on the accounts of Flemington in each fiscal year the amounts required to pay the obligations required hereunder. The amount of the appropriation in such fiscal year to meet the obligations of this Agreement shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Agreement, and such appropriation shall have the same legal character as if Flemington had included the amount of the appropriation in its general budget.

Flemington shall use its impact fees fund to purchase the 75 FOOT QUINT AERIAL APPARATUS. Flemington shall commit Eight Hundred Thousand and No/100 (\$800,000.00) Dollars towards the 75 FOOT QUINT AERIAL APPARATUS.

The City of Hinesville shall reduce Flemington's payment under the IGA for the Provision of Fire Suppression, Emergency Medical and Related Services by the annual amortized amount over the next five (5) years under the terms shown in Appendix A.

Hinesville shall reduce the payment for Fire Protection Services for fiscal year 2023 upon payment by the City of Flemington or transfer of Eight Hundred Thousand and No/100 (\$800,000.00) Dollars into a City of Hinesville account opened for this purchase.

The amortization calculation in Appendix A is based on Eight Hundred Thousand and No/100 (\$800,000.00) Dollars to be paid in five (5) years at an annual interest rate of 3.50%.

ARTICLE III LIABILITY AND INDEMNIFICATION

Section 3.01. Representations and Warranties of the Parties. In furtherance of the public purposes of this Agreement, Hinesville and Flemington hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

(a) **Authority.** Each party has the power to make, deliver, and perform this Agreement, and has taken all necessary actions to authorize its execution, delivery, and performance. This Agreement, when executed, will constitute the valid obligations of Flemington and Hinesville, legally binding upon the same and enforceable in accordance

with the terms hereof. No further consent or approval of any other Party is required in connection with the execution, delivery, performance, validity, and enforcement of this Agreement. Without limiting the generality of the foregoing, Each party hereby expressly acknowledges and represents that they have formally authorized the execution and performance of this Agreement at a meeting of their respective governing authority prior to the date hereof in accordance with the laws and Constitution of the State of Georgia, to include without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq.

(b) **Sole Discretion.** Hinesville shall have sole discretion in determining the quality and attendant specifications of the 75 FOOT QUINT AERIAL APPARATUS to be purchased in furtherance of this Agreement.

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

(d) **No Conflicting Agreements.** The execution, delivery, and performance of this Agreement will not violate or contravene any contract, undertaking, instrument, or other agreement to which Hinesville or Flemington are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery, and performance of this Agreement does not violate the provisions of any Party’s respective Charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State.

The representations and warranties contained in this Paragraph shall be true and correct as of the date hereof and remain true and correct for the term of this Agreement. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth herein or otherwise contained in this Agreement.

Section 3.02. Immunity of Members, Officers, and Employees. Notwithstanding anything in this Agreement to the contrary, no recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of either Flemington or Hinesville contained in this Agreement, or for any claim based thereon, against any official, officer, attorney, or employee, as such, in his or her individual capacity, or any past, present, or future official, officer, attorney, or employee of either Flemington or Hinesville, it being expressly agreed and understood that this Agreement is solely a corporate obligation of Flemington and Hinesville respectively, and that no personal

liability whatsoever shall attach to, or be incurred by, any official, officer, attorney, or employee, as such, past, present, or future, of Flemington or Hinesville, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Parties hereto whether contained in this Agreement or to be implied herefrom as being supplemental hereto, and that all personal liability of that character against every such official, officer, attorney, and employee is, by execution of this Agreement, expressly waived and released to the extent that such individual liability does not arise from the malicious or willful acts of such person(s). The immunity of the officials, officers, attorneys, and employees of Flemington and Hinesville, under the provisions contained in this Section, shall survive the termination of this Agreement.

Section 3.03. Indemnification by Parties.

(a) **Indemnification.** The provisions of this Agreement notwithstanding, and in addition to any other indemnities in favor of Flemington specifically provided for herein, Hinesville agrees to fully protect, defend, indemnify and save Flemington and its liabilities, claims, suits, proceedings, damages, demands, penalties, judgments, costs and expenses (including but not limited to litigation expenses and reasonable attorneys' fees) of every kind and nature, whether known or unknown, relating to or arising from, either directly or indirectly: (i) any services performed under this Agreement by Hinesville or its agents, employees, representatives, or contractors; (ii) any act, negligence or omission of Hinesville or its agents, employees, representatives, or contractors; (iii) any breach, violation or nonperformance of this Agreement by Hinesville, or any applicable local, state or federal statute, ordinance, law or regulation; or (iv) any damage or destruction of any property or injury or death to any person happening in the performance of this Agreement or by virtue of the services provided hereunder. In case any action or proceeding is brought against Flemington by reason of any such claims, Hinesville (upon notice from Flemington) covenants to resist or defend such action or proceeding by and through counsel reasonably satisfactory to Flemington; provided that if a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. § 13-8-2 and are applicable to this Agreement, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. § 13-8-2, but the remainder of this indemnification shall be unaffected.

(b) **Responsibility for Title and Insurance.** The City of Hinesville shall be responsible for titling and insurance of the 75 FOOT QUINT AERIAL APPARATUS.

ARTICLE IV EVENTS OF DEFAULT; REMEDIES

Section 4.01. Default and Remedies. The following shall govern defaults under this Agreement and the rights and obligations of the Parties with respect thereto:

(a) **Events of Default.** Default under this Agreement shall include, but not be limited to, the following:

(1) Flemington shall fail to pay any sum or other amount required under this Agreement when due and payable, and such failure shall continue for forty-five (45) days after Hinesville has given written notice of such default of the same; or

(2) Hinesville or Flemington shall fail to observe, perform, or comply with any of the terms, covenants, agreements, or conditions contained in this Agreement on their part to be performed, and such failure shall continue for sixty (60) days after the other Party has given notice to the other of the same; provided, however, that if the nature of the default is such that it cannot reasonably be cured within said period of sixty (60) days, and work to cure such default has commenced within said sixty (60) day period and is diligently prosecuted to completion, such Party's rights under this Agreement shall not terminate as a result of such default.

(b) **Remedies.** Whenever an Event of Default shall have happened and be continuing, the Parties shall have the following rights and remedies, assuming that mediation efforts, as detailed in Section 4.02, have been fully exhausted:

(1) Hinesville or Flemington may take whatever action at law or in equity or under the terms of this Agreement which may appear necessary or desirable to collect any sums then due and thereafter to become due or to enforce observance or performance of any condition under this Agreement.

(2) Either Party may, by notice to the other, terminate the same and the services provided hereunder (to the extent provided in said document), holding the defaulting Party liable for all damages arising by virtue of its default hereunder; provided, however, that neither Hinesville or Flemington shall in any event terminate such services by reason of any such default on the part of the other Party until entry of a final judgment by a court of competent jurisdiction in favor of the non-defaulting Party.

(3) **Attorney Fees and Expenses.** Should an Event of Default occur and the non-defaulting Party should employ attorneys, accountants, or other experts, or incur other expenses for the collection of amounts due it, hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting Party herein contained for its benefit, the defaulting Party agrees that it shall on demand therefore pay to the non-defaulting Party the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the non-defaulting Party. Any attorney's fees required to be paid by the defaulting Party under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not

limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

(4) No Punitive Damages. It is agreed between the Parties that in no event shall a court of competent jurisdiction be empowered to award damages in excess of compensatory damages with respect to any matter involving this Agreement or the performance of the Parties hereunder, and each Party hereby irrevocably waives any right to recover punitive damages in such matter(s).

Section 4.02. Dispute Resolution. A mandatory process of mediation shall be imposed for the resolution of any and all disputes (the “Dispute”) arising under this Agreement, as follows:

(a) Mediation. The Parties shall attempt, in good faith, to resolve any Event of Default, controversy, claim, or dispute arising out of or relating to this Agreement, or the construction, interpretation, performance, breach, termination, enforceability, or validity of this Agreement, whether such claim is based on rights, privileges, or interests recognized by or based upon statute, contract, tort, common law, or otherwise, promptly by negotiation between persons who have authority to settle the Dispute. If the Dispute has not been resolved by negotiation in a timely manner or either of the Parties believes that such negotiation would be unproductive (as determined by either Party in their sole discretion), the Parties shall make a good faith attempt to settle the Dispute by mediation under the provisions of this subparagraph before resorting to litigation or any other dispute resolution procedure. Unless the Parties otherwise agree, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (“AAA”) then in effect; and (ii) by a mediator selected as provided in subsection (b) herein below.

(b) Commencement of Mediation; Selection of Mediator. Either Party (the “Initiating Party”) may initiate mediation of the Dispute by giving the other Party (the “Recipient Party”) written notice (a “Mediation Notice”) setting forth a list of names and resumes of qualifications and experience of three (3) impartial persons who the Initiating Party believes would be qualified as mediator under the provisions of subparagraph (a) above. Within five (5) business days after the delivery of the Mediation Notice, the Recipient Party shall give a counter-notice (the “Counter-Notice”) to the Initiating Party in which the Recipient Party may designate a person to serve as the mediator from among the three (3) persons listed by the Initiating Party in the Mediation Notice, in which event that designated person shall be the mediator. If none of the persons listed in the Mediation Notice is designated by the Recipient Party to serve as the mediator, the Counter-Notice should list the names and resumes of three (3) impartial persons who the Recipient Party believes would be qualified as mediator under the provisions of subparagraph (a) above. Within five (5) business days after the delivery of the Counter-Notice, the Initiating Party may designate a person to serve as the mediator from among the three (3) persons listed by the Recipient Party in the Counter-Notice, in which event that designated person shall be the mediator. If the Parties cannot agree on a mediator from the three (3) names from the other Party’s list, each Party shall strike two

(2) names from the other Party's list, and the two (2) remaining persons on both lists will jointly select as the mediator any person who has the qualifications and experience set forth in subparagraph (a) hereinabove. If they are unable to agree, the mediator will be selected by the Chief Judge of the Atlantic Judicial Circuit for the State of Georgia or his or her designee.

(c) **Conduct of Mediation; Costs.** Within thirty (30) days after the mediator has been selected as provided above (or such later time as may be agreed upon by the Parties), both Parties and their respective attorneys shall meet with the mediator for one (1) mediation session, it being agreed that each Party representative attending the mediation session shall be authorized to settle the Dispute. If the Dispute cannot be settled at the mediation session or at any mutually agreed continuation of that mediation session, either Party may give the other and the mediator a written notice declaring the mediation process at an end, in which event the Dispute may be litigated by the Parties in a court of competent jurisdiction. All conferences and discussions that occur in connection with the mediation conducted under this Agreement shall be deemed settlement discussions, and nothing said or disclosed, nor any document produced, that is not otherwise independently discoverable, shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future litigation or dispute resolution. The costs of the mediation shall be shared equally between the Parties. Notwithstanding the foregoing, no Party to this Agreement shall be prohibited from seeking temporary injunctive or other interim relief (to include, without limitation, measures to maintain the status quo) prior to conclusion of the mediation session required hereunder which such Party deems necessary to safeguard its rights.

ARTICLE V MISCELLANEOUS

Section 5.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 5.02. Assignment; Binding Effect. The rights and obligations of the Parties under this Agreement are personal and may not be assigned without the prior written consent of the other Parties, which consent may be withheld, conditioned, or delayed for any or no reason. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 5.03. No Third-Party Beneficiaries. This Agreement is made between and limited to Hinesville and Flemington, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Hinesville and Flemington, and no other person or entity shall be considered a third-party beneficiary by

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.

Section 5.15. Voluntary Agreement. Flemington warrants and represents that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby, and that its representatives have otherwise fully read and understood this Agreement before signing.

Section 5.16. Effective Date. The Agreement shall be effective and binding as of the date all of the Parties hereto have approved and executed the same, and any reference to the “date of this Agreement,” the “date hereof,” or any similar phrase shall refer to and mean the date of such approval and execution by all of the Parties hereto. In this regard, counsel for Hinesville and counsel for Flemington shall, together and in consultation with each other, be authorized to insert such date (or dates which rely upon said effective date) into the body of this Agreement and any and all other certificates or other documents furnished in connection herewith.

IN WITNESS WHEREOF, Hinesville and Flemington have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

Approved and adopted this ____ day of _____, 2023.

CITY OF HINESVILLE

Allen Brown, Mayor

ATTEST:

Lia Jones, City Clerk

(SEAL)

CITY OF FLEMINGTON

Paul Hawkins, Mayor

virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

Section 5.04. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

Section 5.05. Severability of Provisions. If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then, in each such event, the remainder of this Agreement or the application of such term, covenant, condition, or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be, thereby, affected, and each term, covenant, condition, and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 5.06. Construction; Exhibits. The Parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either Party by any Court or other judicial or arbitral body by reason of such Party's being deemed to have drafted or structured such provision. Each and every Exhibit referred to or otherwise mentioned in this Agreement and attached hereto shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

Section 5.07. Future Cooperation. In acknowledgment of the cooperative, interdependent, and mutually beneficial undertakings provided for herein, the Parties hereby agree that they shall actively support one another in the performance of this Agreement, and otherwise take such other action (to include, without limitation, the execution of permits, consents, and other documents) as may be necessary from time to time to fully affect the intentions of the Parties with respect to this Agreement and otherwise ensure the continued validity and operation of the provisions contained herein.

Section 5.08. Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, the Parties are not and shall not be considered as joint ventures, partners, or agents of the other Party, and neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

Section 5.09. Survival of Representations. All terms, conditions, covenants, representations, and warranties contained in this Agreement, or any certificate or other writing delivered pursuant hereto or in connection herewith shall survive indefinitely (or for any lesser period stated herein) any investigation made by the Parties.

Section 5.10. 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 written notice to the other Parties in the manner set forth hereinabove. Notice sent by first-class United States mail, postage prepaid, registered or certified with return receipt requested, shall be effective three (3) days after its deposit. Notice given in any other manner, including overnight delivery, shall be effective only if and when received by the addressee.

If to Hinesville:

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

If to Flemington:

City of Flemington
ATTN: Mayor
P.O. Box 46
Hinesville, Georgia 31310

Section 5.11. No Waiver. No failure or delay on the part of Hinesville or Flemington in executing any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or plural exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided herein are cumulative, and are not exclusive of any other rights, powers, privileges, or remedies, now or hereafter existing, at law or in equity or otherwise.

Section 5.12. Governing Law; Venue. This Agreement and all rights and obligations of the Parties hereunder shall be construed under and according to the laws of the State of Georgia, and the Parties hereto agree that any action relating to, or arising out of, this Agreement shall be instituted and prosecuted in the courts of the County of Liberty, State of Georgia, and each Party agrees to submit, and does hereby submit, to the personal and exclusive jurisdiction and venue of the said courts of the County of Liberty, State of Georgia.

Section 5.13. Execution of Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

Section 5.14. Time of the Essence; Computation of Time. Time is of the essence of this Agreement. Anywhere a certain day is stated for payment or for performance of any obligation, the day 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 and the expiration of such time period shall automatically be extended to the

ATTEST:

Jenelle Gordon, City Clerk

(SEAL)

DRAFT

APPENDIX A

Compound Period : Annual

Nominal Annual Rate : 3.500 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/01/2022	800,000.00	1		
2 Payment	11/01/2022	171,193.33	5	Annual	11/01/2026

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2022				800,000.00
1	11/01/2022	171,193.33	0.00	171,193.33	628,806.67
2022 Totals		171,193.33	0.00	171,193.33	
2	11/01/2023	171,193.33	22,008.23	149,185.10	479,621.57
2023 Totals		171,193.33	22,008.23	149,185.10	
3	11/01/2024	171,193.33	16,786.75	154,406.58	325,214.99
2024 Totals		171,193.33	16,786.75	154,406.58	
4	11/01/2025	171,193.33	11,382.52	159,810.81	165,404.18
2025 Totals		171,193.33	11,382.52	159,810.81	
5	11/01/2026	171,193.33	5,789.15	165,404.18	0.00
2026 Totals		171,193.33	5,789.15	165,404.18	
Grand Totals		855,966.65	55,966.65	800,000.00	



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Health Insurance Plan Renewal
Prepared by: Holly Fields
Presented by: Kenneth Howard

PURPOSE: To approve health insurance plan for the plan year beginning July 1, 2023 and to approve the use of health insurance surplus funds to reduce the impact to our employees.

BACKGROUND: The City of Hinesville currently has Blue Cross Blue Shield Anthem for our health insurance. Last year we had no increase in our rates as our claims to premiums ratio did not justify an increase. This year our claims to benefit ratio was not as favorable and they proposed an increase of 23%. After some discussion, they told us they could go down to a 15% increase. At that time, we sought another option. CIGNA quoted us a premium that is 8% higher than our current premium and the benefits are exactly the same as the benefits with our current provider (Anthem). We wanted to have as low of an impact on our employees as possible; so we looked at utilizing some of the health insurance surplus that we have to supplement some of the increase. If we use \$44,000 of those surplus funds, we can reduce the cost to our employees to 5.0% for the base plan and 7.95% for the buy up plan. Without the use of surplus funds, the increase will be 6.95% for the base plan and 9.50% for the buy up plan.

FUNDING:

RECOMMENDATION:

- To approve the CIGNA health insurance plan for the plan year beginning July 1, 2023.
- To approve the use of health insurance surplus funds in the amount of \$44,000 to reduce the impact of the rate increase to our employees.

ATTACHMENTS:

1. Health Insurance Rate analysis 7-1-2023

PREVIOUS COUNCIL DISCUSSION:

City of Hinesville
Analysis of Health Insurance Rates
effective July 1, 2023

	#	Current Monthly Premium	Proposed Premium w/o surplus	% proposed increase	Estimated Annual Premium (renewal)	Employee rates after applying Surplus credit	% proposed increase (w/ surplus)	Est Annual Premium (using surplus)	Change for employees - semi-monthly withholding	Change for employees - monthly withholding
BCBS - Anthem										
<u>Base Plan</u>										
Employee	40	669.15	769.52	15.0000%	369,370.80	749.45	12.0003%	359,736.00	12.05	24.09
Employee + Spouse	10	1,338.31	1,539.06	15.0000%	184,686.78	1,498.91	12.0002%	179,869.20	24.09	48.18
Employee + Child(ren)	7	1,271.40	1,462.11	15.0000%	122,817.24	1,423.97	12.0002%	119,613.48	22.89	45.77
Family	17	2,007.35	2,308.45	15.0000%	470,924.31	2,248.23	11.9999%	458,638.92	36.13	72.26
<u>Buy Up Plan</u>										
Employee	34	709.03	815.38	15.0000%	332,676.88	801.20	12.9994%	326,889.60	17.98	35.96
Employee + Spouse	11	1,418.07	1,630.78	15.0000%	215,263.03	1,602.42	13.0001%	211,519.44	35.96	71.93
Employee + Child(ren)	3	1,347.17	1,549.25	15.0000%	55,772.84	1,522.30	12.9998%	54,802.80	34.17	68.33
Family	7	2,126.98	2,446.03	15.0000%	205,466.27	2,403.49	13.0001%	201,893.16	53.95	107.89
Total Estimated Annual Premium					<u><u>\$ 1,956,978.14</u></u>			<u><u>\$ 1,912,962.60</u></u>		
CIGNA										
<u>Base Plan</u>										
Employee	40	669.15	715.53	6.9312%	343,454.40	702.61	5.0004%	337,252.80	5.02	10.04
Employee + Spouse	10	1,338.31	1,431.05	6.9296%	171,726.00	1,405.23	5.0003%	168,627.60	10.04	20.08
Employee + Child(ren)	7	1,271.40	1,359.50	6.9294%	114,198.00	1,334.97	5.0000%	112,137.48	9.54	19.07
Family	17	2,007.35	2,146.58	6.9360%	437,902.32	2,107.72	5.0001%	429,974.88	15.06	30.11
<u>Buy Up Plan</u>										
Employee	34	709.03	776.53	9.5200%	316,824.24	751.57	5.9997%	306,640.56	9.56	19.12
Employee + Spouse	11	1,418.07	1,553.06	9.5193%	205,003.92	1,503.15	5.9997%	198,415.80	19.12	38.24
Employee + Child(ren)	3	1,347.17	1,475.41	9.5192%	53,114.76	1,428.00	6.0000%	51,408.00	18.17	36.33
Family	7	2,126.98	2,329.59	9.5257%	195,685.56	2,254.60	6.0001%	189,386.40	28.68	57.36
Total Estimated Annual Premium					<u><u>\$ 1,837,909.20</u></u>			<u><u>\$ 1,793,843.52</u></u>		



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Class V Alcohol License Request
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: The Liberty County Chamber of Commerce is requesting a Class V Alcohol License to sell beer at the Concert in the Park event.

BACKGROUND: The Liberty County Chamber of Commerce is requesting a One-Day Special Event Permit to sell beer during the Concert in the Park event on June 23, 2023. This event will take place in Bradwell Park from 4 pm to 9 pm. All departments have approved this request.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Concert in the Park Summary Sheet
2. Concert in the Park Application
3. Concert in the Park Background Check

PREVIOUS COUNCIL DISCUSSION: None

SUMMARY SHEET FOR CLASS V ALCOHOL LICENSE

NAME OF THE EVENT	Concert in the Park
LOCATION	Bradwell Park
DATE OF EVENT	Friday, June 23, 2023
TIME OF EVENT	4:00 pm until 9:00 pm
NAME OF APPLICANT(S)	Leah Poole
NAME OF BUSINESS	Liberty County Chamber of Commerce
ADDRESS OF BUSINESS	208 E Court St Hinesville GA 31313
APPROVED BY HPD	Yes 05/16/2023
APPROVED BY LCPC	Yes 05/11/2023
APPROVED BY INSPECTIONS DEPARTMENT	Yes 05/16/2023
APPROVED BY HFD	Yes 05/16/2023
TYPE OF LICENSE	Class V on premise consumption Beer

City Council () Approved () Disapproved by _____ Date 06-01-2023

LICENSE YEAR: 2023



DATE: 5-11-23

CLASS V ALCOHOL BEVERAGE LICENSE APPLICATION

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

Leah Poole

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

496 Lake Rosalind Drive Midway, GA 31320

LEGAL MAILING ADDRESS OF APPLICANT:

SSN: [REDACTED]

DOB MONTH/DAY/YEAR: [REDACTED]

9122224835

HOME PHONE:

9123684445

BUSINESS PHONE:

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

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

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

Type of Organization:

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

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

Liberty County Chamber of Commerce

NAME OF ORGANIZATION:

208 E Court Street Hinesville, GA 31313

BUSINESS MAILING ADDRESS:

9123684445

BUSINESS PHONE NUMBER:

20-8547671

FEDERAL TAX ID NUMBER:

Concert in the Park

DESCRIPTION AND/NAME OF EVENT:

LOCATION OF EVENT (ADDRESS/AREA DESCRIPTION:

Bradwell Park

6.23.23

DATE:

4-9pm

TIME:

150

ANTICIPATED NUMBER OF PARTICIPANTS:

N/A

COST TO ATTEND:

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

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

LICENSE YEAR: 2023

DATE: 5-11-23

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

3 kegs of beer

DESCRIBE THE PARKING ARRANGEMENTS:

There is free parking all over downtown Hinesville

DESCRIBE THE PLANNED SECURITY ARRANGEMENTS:

As required by the HPD

WILL SIGNS OR STRUCTURES BE ERECTED: YES ☐ NO^x ☒

(if yes, please describe below)

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

MAYOR
Allen Brown

CITY MANAGER
Kenneth K. Howard

CITY CLERK
Lia Jones

CITY ATTORNEY
Linnie L. Darden, III



Lloyd L. Slater, Chief of Police

MAYOR PRO TEM
Keith Jenkins

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

FROM THE HINESVILLE POLICE DEPARTMENT

This is to certify that I have checked criminal history records on the enclosed applicants.

Name of applicant Poole, Leah Kelly ☒ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant _____ ☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant _____ ☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant _____ ☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant _____ ☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable


Signature

05/11/23
Date

"Home for a Day or a Lifetime"



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
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: June 1, 2023
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: June 1, 2023
Agenda Item: Councilmember Riles Report
Prepared by: Jean Marie Reynolds
Presented by: Councilmember Riles

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Mayor Pro Tem Jenkins Report
Prepared by: Brittany Avery
Presented by: Mayor Pro Tem Jenkins

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Councilmember Nelson's Report
Prepared by: Wendy Bruce Sochia
Presented by: Councilmember Nelson

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Councilmember Floyd's Report
Prepared by: Lia Jones
Presented by: Councilmember Floyd

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: Councilmember Reid's Report
Prepared by: Darlene Parker
Presented by: Councilmember Reid

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: June 1, 2023
Agenda Item: City Manager's Report
Prepared by: Christy Deloach
Presented by: Kenneth Howard

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None