MAYOR
Karl A. Riles

CITY MANAGER
Kenneth K. Howard

CITY CLERK

CITY ATTORNEY
Linnie Darden III

MAYOR PRO TEM
Vicky C. Nelson

COUNCIL MEMBERS
Diana F. Reid
Jason R. Floyd
Dexter L. Newby
José A. Ortiz, Jr.

MAYOR AND COUNCIL REGULAR MEETING AGENDA

3:00 PM
February 1, 2024
Council Chamber

1. INVOCATION

Bishop Kendall Paige of Immanuel Christian Center

2. MINUTES

To approve the minutes from the January 18, 2024, Council Meeting.

3. UNFINISHED BUSINESS

4. PRESENTATIONS

4.1. LIBERTY COUNTY CVB BI-ANNUAL UPDATE

To Present for Mayor and Council the Liberty County CVB Bi-Annual Update.

Informational Item

4.2. DRAFT OF CITY'S SERVICES BROCHURE

To Present for Mayor and Council Consideration, a draft of the City's Services Brochure.

Informational Item

4.3. MONTHLY CONSTRUCTION UPDATES

To Present for Mayor and Council Consideration, monthly construction updates for January 2024.

Informational Item

5. PLANNING AND ZONING

6. PUBLIC HEARING

6.1. VARIANCE REQUEST 2024-002-H

To Present for Mayor and Council Consideration, a Variance Request to Reduce the Side Street Setback for a Porch Addition. The Property is Located at 802 Spanish Oak Drive (District 2).

Action Item

7. NEW BUSINESS

7.1. POLY-CART REQUEST

Poly-Cart Request for 2024 Liberty County Chamber of Commerce Events.

"Home for a Day or a Lifetime"

Action Item

7.2. KEEP LIBERTY COUNTY BEAUTIFUL ADVISORY COUNCIL

To Present for Mayor and Council Consideration, Keep Liberty County Beautiful Advisory Council appointment will expire on February 19, 2024 (Lillian Gray).

Informational Item

7.3. SOUTH MAIN STREET SEWER REPAIR BUDGET UPDATE

For Mayor and Council consideration, South Main Street Sewer Repair Budget Update.

Action Item

7.4. VETERANS PARKWAY SIGNAL INSTALLATION AGREEMENT, #2024-03

For Mayor and Council Consideration, an agreement between the City of Hinesville, WalMart, and the Michael E. Bryant Trust, to install the Veterans Parkway signal at the Walmart Driveway.

Action Item

7.5. VETERANS PARKWAY TRAFFIC SIGNAL BID

For Mayor and Council consideration, Veterans Parkway Signal Bid.

Action Item

7.6. UPDATED EMGOVPOWER AGREEMENT #2024-01

To approve the EmGovPower Agreement #2024-01 to upgrade the City's accounting, code compliance and human resource applicant tracking software.

Action Item

8. BUSINESS LICENSE

8.1. YR 2024 ALCOHOL BEVERAGE LICENSE RENEWALS

To Present for Mayor and Council Consideration, **Consumption on Premise:** Massa African Restaurant.

Action Item

8.2. ALCOHOL BEVERAGES & FOOD SALES QUARTERLY REPORT FOR CLASS I, II, & IV

To Present for Mayor and Council Consideration, Fourth Quarter (October through December 2023) Alcohol Beverage and Food Sales Report for Class I, II, and IV.

Informational Item

8.3. HPD & HFD ALCOHOL BEVERAGE & FOOD SALES QUARTERLY REPORT

To Present to Mayor and Council Consideration Fourth Quarter (October 2023 through December 2023) Fire and Police Department Quarterly Alcohol on Premises Report

Informational Item

9. PUBLIC COMMENT

9.1. PUBLIC COMMENT

10. MAYOR KARL A. RILES

10.1. MAYOR RILES' REPORT
11. COUNCILMEMBER REID - DISTRICT 1
11.1. COUNCILMEMBER REID'S REPORT
12. COUNCILMEMBER FLOYD - DISTRICT 2
12.1. COUNCILMEMBER FLOYD'S REPORT
13. MAYOR PRO TEM NELSON - DISTRICT 3
13.1. MAYOR PRO TEM NELSON'S REPORT
14. COUNCILMEMBER NEWBY - DISTRICT 4
14.1. COUNCILMEMBER NEWBY'S REPORT
15. COUNCILMEMBER ORTIZ, JR. - DISTRICT 5
15.1. COUNCILMEMBER ORTIZ, JR.'S REPORT
16. CITY MANAGER KENNETH HOWARD
16.1. CITY MANAGER HOWARD'S REPORT
17. EXECUTIVE SESSION
17.1. EXECUTIVE SESSION
18. ADJOURN

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Liberty County CVB Bi-Annual Update

Prepared by: Christy Deloach

Presented by: Leah Poole

PURPOSE: To Present for Mayor and Council the Liberty County CVB Bi-Annual Update.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

1. Liberty County CVB Bi Annual Update 2024

PREVIOUS COUNCIL DISCUSSION:

SMALL WORLD FESTIVAL 2023

BI-ANNUAL FOOD TRUCK FESTIVALS | MAY & OCTOBER 2023

EVENTS IN BRADWELL PARK

CLEANING HISTORIC MARKERS FOR HISTORIC PRESERVATION MONTH

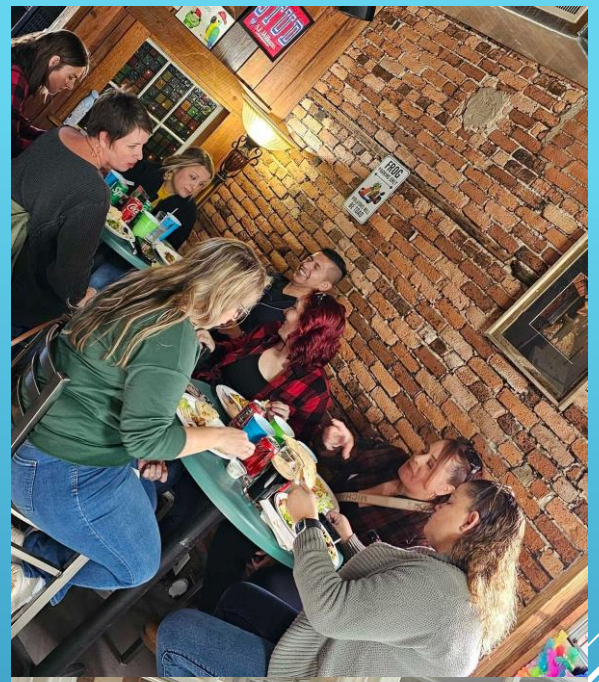
LUNCHEONS

2023
State of the
City

Liberty County School System
EXCELLENCE
IN EVERYTHING

RIBBON CUTTINGS

SPOUSE TOURS



CONFERENCES & MEETINGS

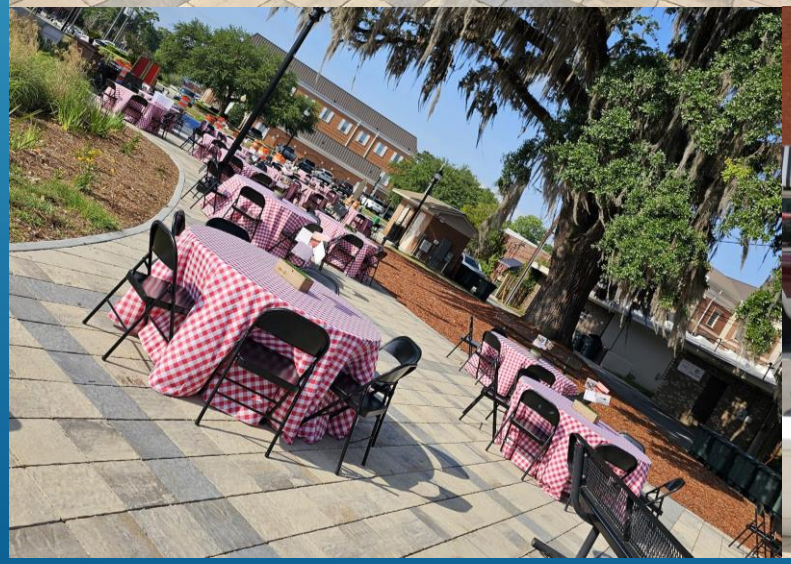
LOCAL PHOTOGRAPHER TOUR

Bishop Raymond
Pastor Mary Napper
Powerhouse of Deliverance
218 Airport Road
Hinesville, GA
Saturday, December 5

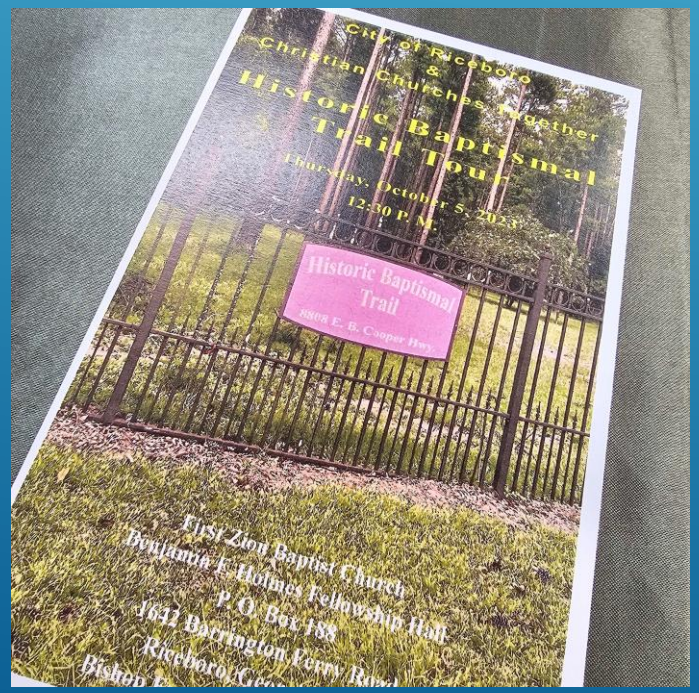
ADS IN GOOD HOUSEKEEPING & WOMEN'S DAY

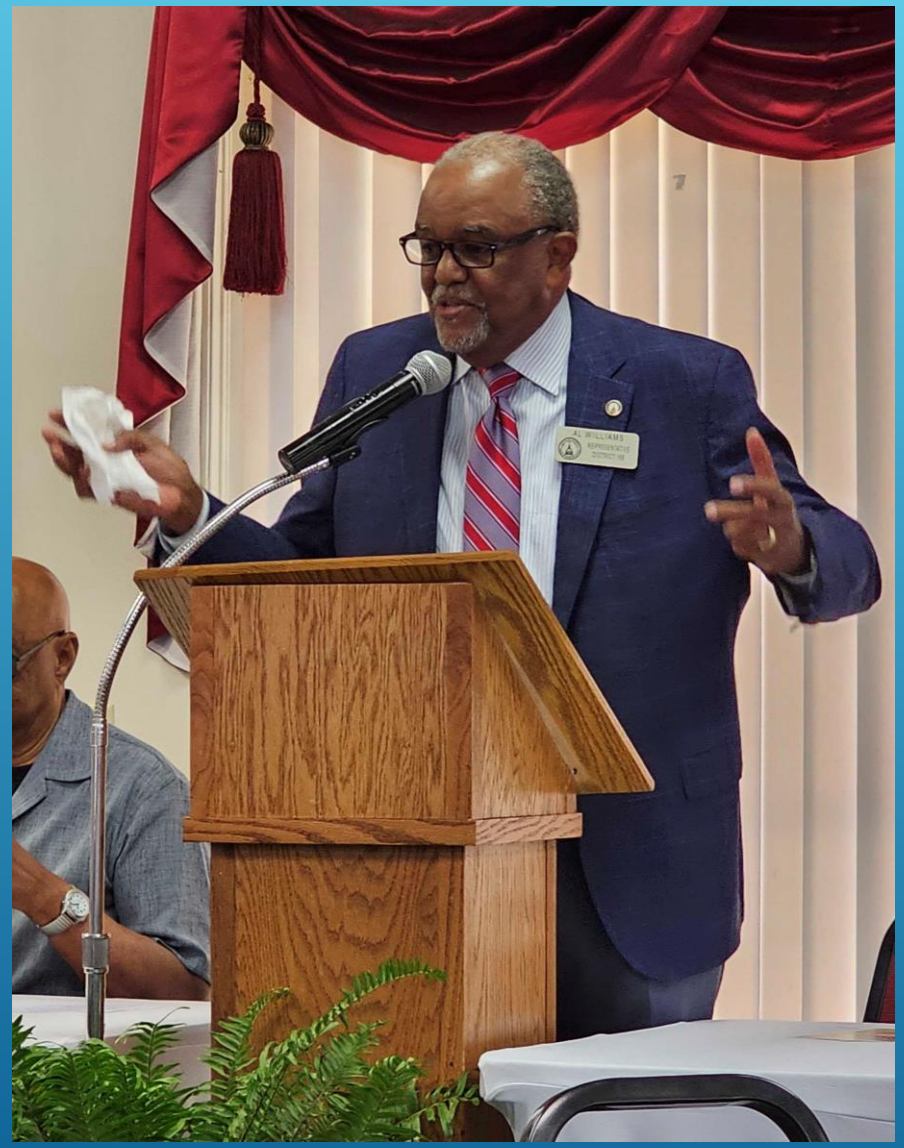
WELCOME BAGS & PROMOTIONAL PRODUCTS

NATIONAL TRAVEL & TOURISM WEEK



CHRISTIAN CHURCHES TOGETHER - RICEBORO

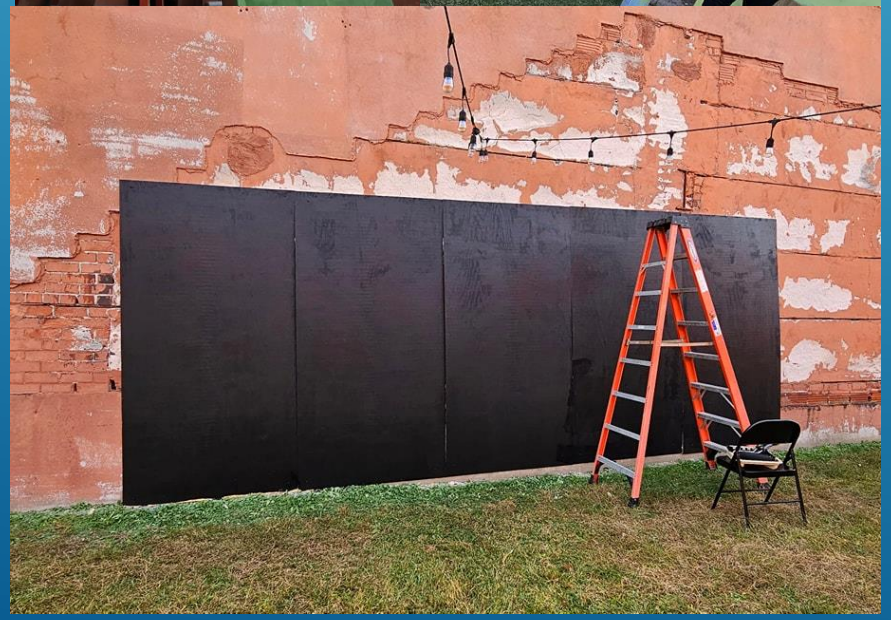




SANTA MAILBOX AT THE BACON FRASER HOUSE

HINESVILLE FOR THE HOLIDAYS

35 NIGHTS OF LIGHTS IN GAP PARK



LIBERTY COUNTY'S FIRST TRAVEL GUIDE

ACCOLADES

- LEAH RECEIVED THE GEORGIA CERTIFIED CHAMBER EXECUTIVE DESIGNATION FOR HER EXCELLENCE & PROFESSIONALISM IN THE CHAMBER WORLD!
- OUR BI-ANNUAL FOOD TRUCK FESTIVAL WON BEST OF LIBERTY.
- LEAH & EMMA EARNED THEIR FUNDAMENTALS OF TOURISM CERTIFICATION FROM THE UNIVERSITY OF GEORGIA.
- EMMA COMPLETED HER SECOND YEAR OF SOUTHEAST TOURISM SOCIETY'S MARKETING COLLEGE.
- DESIREE WAS SELECTED TO BE A PARTICIPANT IN LEADERSHIP SOUTHEAST GEORGIA.

UPCOMING EVENTS

- **SMALL WORLD FESTIVAL**
  - Saturday, March 9
- **BI-ANNUAL FOOD TRUCK FESTIVALS**
  - Saturday, March 23
  - Saturday, September 21

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Draft of City's Services Brochure

Prepared by: Shantez Herrington

Presented by: Shantez Herrington

PURPOSE: To Present for Mayor and Council Consideration, a draft of the City's Services Brochure.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:
1. 2024 COH services brochure Front
2. 2024 COH services brochure Backward

PREVIOUS COUNCIL DISCUSSION:

Hinesville Police Department

In addition to its Patrol Division, Criminal Investigation Division, and Administrative Services Division, the Hinesville Police Department also has an Office of Professional Standards; digital forensics lab; probation and records sections; traffic, drug, and crime suppression units; public safety support specialists, community resource officer; front-desk and lobby services

(912) 368-8211

bwolfe@cityofhinesville.org

Hinesville Fire Department

TThe Hinesville Fire Department provides a vast array of services, and is dedicated to safeguarding the lives, property, and environment of the City of Hinesville. There are many Public Safety Education Programs that are available to the public, and it is a vital part of raising awareness within the community. The Fire Marshal's Office also conducts several types of inspections, for commercial businesses, to ensure safety and code compliance. Please visit our website, to see an extensive list of the programs and services that we provide.

(912) 876-4143

wbruce@cityofhinesville.org

Communications Department

The Communications Department provides official information for the City of Hinesville. The department is also responsible for responding to proclamation requests, interview request from media, and using a variety of platforms to promote City events, resources, and initiatives.

(912) 408-3569

publicrelations@cityofhinesville.org

City Clerk's Office

The City Clerk's Office is responsible for managing, planning and supervising the Water Department at City Hall and Fort Stewart. The City Clerk's Office also manages the Hinesville Business License Office and coordinates the Hinesville Youth Council. The City Clerk serves as the custodian of all legal documents, registrar in City Elections, coordinator of the records management program and open record requests. Contact the City Clerk's office to obtain copies of resolutions, meeting minutes, and other official documents of the City.

(912) 876-3564

clerksoffice@cityofhinesville.org

Business License Office

The Business License Office also coordinates the process for transient merchant licenses, peddler licenses, and yard sale permits. Permits for solicitation for charitable and/or religious purposes as well as parade and/or assembly may also be obtained through the Business License Office.

(912) 876-3564

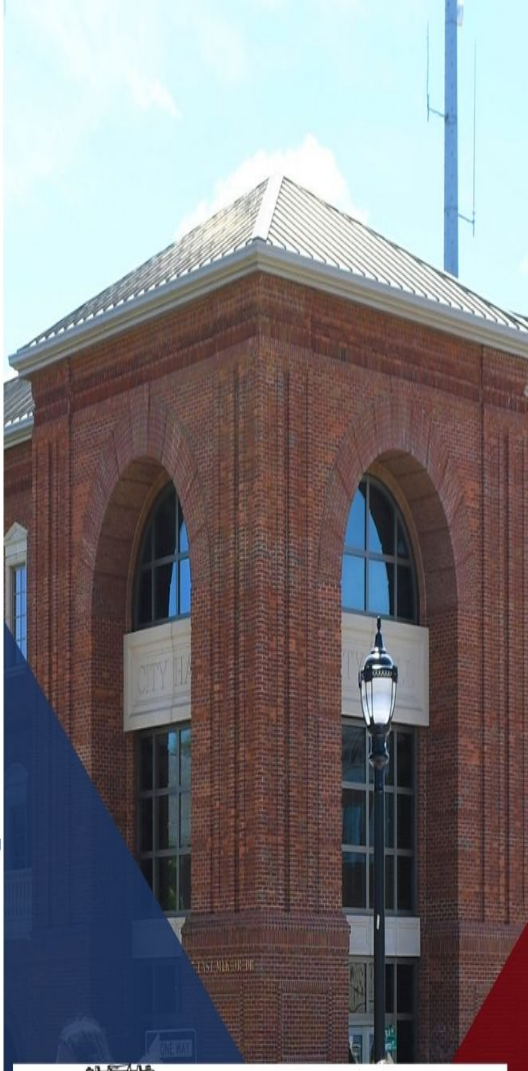
businesslicense@cityofhinesville.org

Hinesville Water Department

The Water Department bills over 12,000 customers monthly for water, sewer, garbage services, and stormwater utility. Charges are billed per 1,000 gallons of water and sewage. A lease and a $100.00 deposit are required on all water accounts, with the exception of the "Military Waiver of Deposit."

(912) 876-3564

billserv@cityofhinesville.org



HINESVILLE
GEORGIA
"Home for a Day or a Lifetime"

GOVERNMENT SERVICES

115 East M.L. King Jr. Drive
Hinesville, GA 31313

(912) 876-3564

@HINESVILLEGA

www.cityofhinesville.org

Community Development Department

The Community Development Department works to further the City's strategic goals and is comprised of the Grants Administration and Homeless Prevention Offices. Broadly, the Grants Administration Office is responsible for seeking, securing, and managing grants and the Homeless Prevention Office provides direct services and referrals to individuals experiencing homelessness and other hardships.

(912) 876-3564

communitydevelopment@cityofhinesville.org

Administration Department

The Hinesville Administration Department includes the City Manager's Office, Human Resources Department, Finance Department and Communications Department. The City Manager oversees the day-to-day functions of each of these departments.

(912) 876-3564

administration@cityofhinesville.org

Finance Department

The Finance Department manages the City's financial resources and safeguards assets through appropriate controls and accounting practices. The Department is responsible for the City's accounting, purchasing, accounts payable, budgeting and preparation of the Financial Report. The Finance Department strives to provide accurate financial reporting and excellent customer service for all internal and external customers, while developing innovative and cost-effective ways of financing City services and facilities.

(912) 876-3564

finance@cityofhinesville.org

Hinesville Downtown Development Authority

The Hinesville Downtown Development Authority/Main Street Program encourage business development and cultural experiences in downtown Hinesville, GA. We work with small businesses, manage downtown parks, and support cultural events.

(912) 877-4332

mricketson@cityofhinesville.org

hinesvilledowntown.com

Human Resources Department

The Human Resources Department is charged with recruiting and retaining highly qualified and diverse employees by providing exceptional benefits and a challenging work environment. In order to support the success of those teams, the Human Resources Department continually encourages recognition, individual training and educational opportunities that will increase career advancement and on the job performance.

(912) 876-3564

humanresources@cityofhinesville.org

Municipal Court

The Hinesville Municipal Court is tasked with providing the highest quality customer service that is efficient, effective and in a professional manner. The staff of the Municipal Court is available to assist you with procedures and questions pertaining to court including payment of fines and fees. To pay fees online visit www.cityofhinesville.org and click the box "Online Bill Pay" then follow the steps to pay a ticket.

(912) 368-8206

municipalcourt@cityofhinesville.org

Public Works Department (ESG)

ESG will provide management and maintenance of the City of Hinesville's water, sewer and wastewater treatment facilities, in addition to services regarding streets and drainage, stormwater, parks and grounds, fleet maintenance, mosquito control, sanitation, meter reading and construction maintenance.

(912) 876-8216

ggilliard@esginc.net

Information Technology Department (I.T.)

The I.T. Department is responsible for implementing, configuring, and maintaining the City's hardware, software, database, infrastructure, standards, and security. This also includes the facilitation of the training necessary for a proactive approach to gaining knowledge, experience, and confidence for all City employees; both professionally and personally.

(912) 876-3564

itinquires@cityofhinesville.org

Inspections Department

The number one priority of the Hinesville Department of Inspections is building safety. It is the responsibility of the inspections department to enforce the minimum building codes as adopted by the State of Georgia for all buildings, structures, and systems. Additionally, the Department of Inspections enforces the statutes of Hinesville's city ordinances as adopted by the Mayor and City Council through the efforts of the code enforcement division of the department. The Department of Inspections also provides geographical information system (GIS) services to the community of Hinesville by providing up-to-date mapping and geolocation services and products.

(912) 876-4147

insp_contact@cityofhinesville.org

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Monthly Construction Updates

Prepared by: Kendra Ivy

Presented by: Ryan Arnold

PURPOSE: To Present for Mayor and Council Consideration, monthly construction updates.

BACKGROUND: Progress updates on the Hinesville Fire Department Administration Building, Krebbs Park, Owner Occupied Rehab, and Azalea Street Phase III.

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:
1. Construction Updates 2.01.24

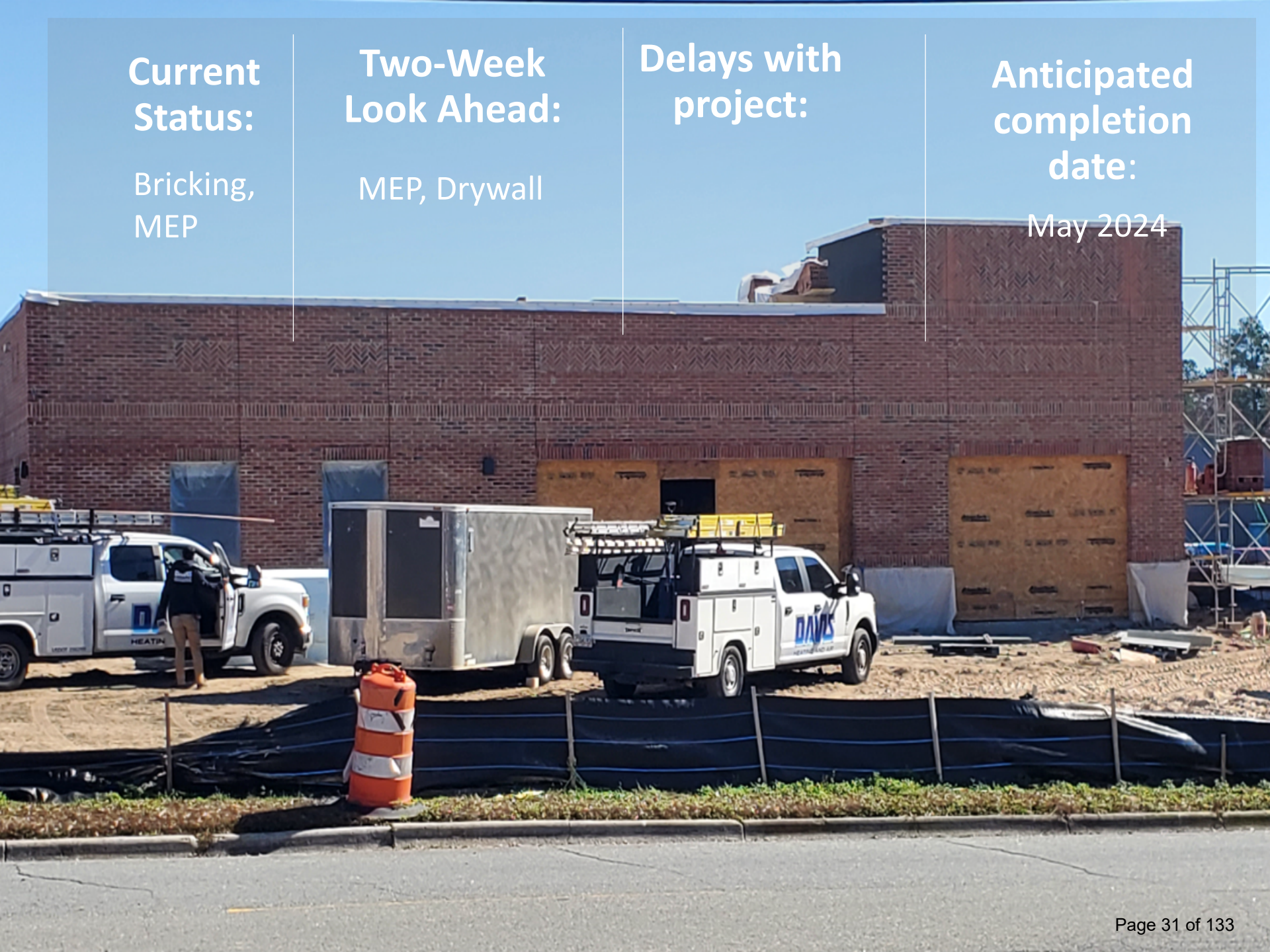
PREVIOUS COUNCIL DISCUSSION: N/A

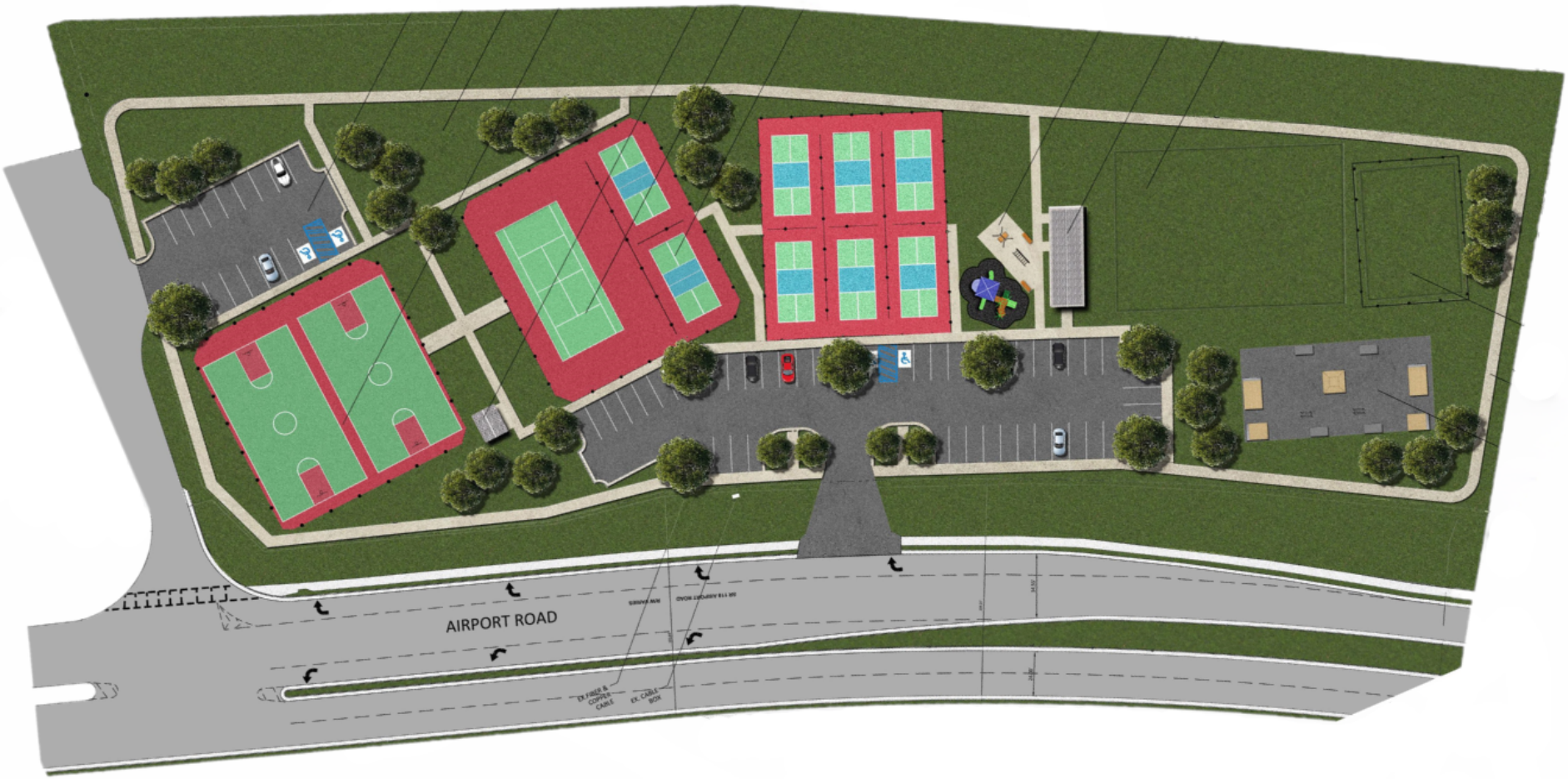
Construction Project Updates

Ryan Arnold, Assistant City Manager

2.01.24

HFD ADMINISTRATION


Current Status:
Bricking, MEP
Two-Week Look Ahead:
MEP, Drywall
Delays with project:
Anticipated completion date:
May 2024
DAVIS


AIRPORT ROAD

This Project Paid For By
SPLOST
Your 1% Sales Tax at Work
LIBERTY COUNTY BOARD OF COMMISSIONERS

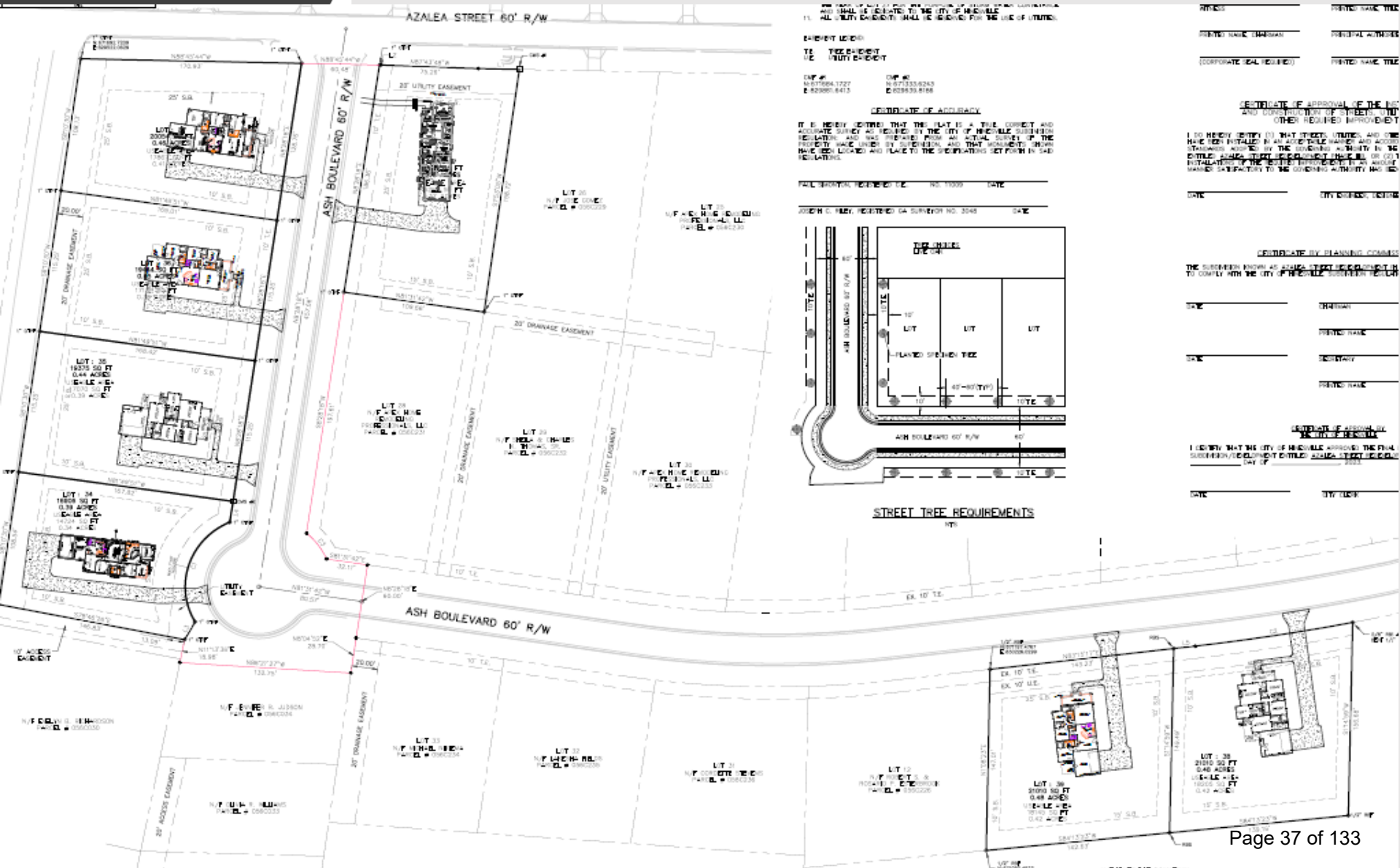
Krebs Park

Current Status:	Two-Week Look Ahead:	Delays with project:	Anticipated completion date:
Finish Work, Landscaping	Pending Playground		March 2024

Housing Projects

I. Azalea Street Redevelopment Area

- Site Plan approved November 27, 2023
- Pending building Plan review



II. Owner-Occupied Rehabilitation

- December 1, 2023, Building Permits Approved

  -two new roofs installed, pending windows

  -windows have been back ordered causing a 3-week delay.

- Anticipated Completion February 2024

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Variance Request 2024-002-H

Prepared by: Maggie Wright

Presented by: Jeff Ricketson

PURPOSE: A Variance Request Was Submitted by Richard Byers, Owner, to Reduce the Side Street Setback from the Required 25 Feet to 21 Feet for a Porch Addition. Property is Located at 802 Spanish Oak Drive in Hinesville and is Further Described as LCTM Parcel 055B125.

BACKGROUND:

FUNDING:

RECOMMENDATION: January 16, 2024 LCPC Commissioners recommended APPROVAL with standard conditions.

ATTACHMENTS:

1. Variance Request 2024-002-H

PREVIOUS COUNCIL DISCUSSION:

Variance Request 2024-002-H

A variance request was submitted by Richard Byers, owner, to reduce the side street setback from the required 25 feet to 21 feet for a porch addition. Property is located at 802 Spanish Oak Drive in Hinesville and is further described as LCTM Parcel 055B125.

Public Notification

Rezoning Petition 2024-001-W
A rezoning petition was submitted by Melvin B. Bellmon, applicant, to rezone 0.40 acres +/- from AR-1 (Agricultural Residential) to C-3 (Highway Commercial) for a barbeque restaurant. Property is located at the intersection of Dunlevie Road and Bobbie Street in Walthourville and is further described as LCTM Parcel 063C023. Property is bounded now or formerly as follows: NORTH by Bobbie Street; EAST by lands of Johnny Hendrix; SOUTH by lands of Willie and Brenda Quarterman; and WEST by Dunlevie Road.

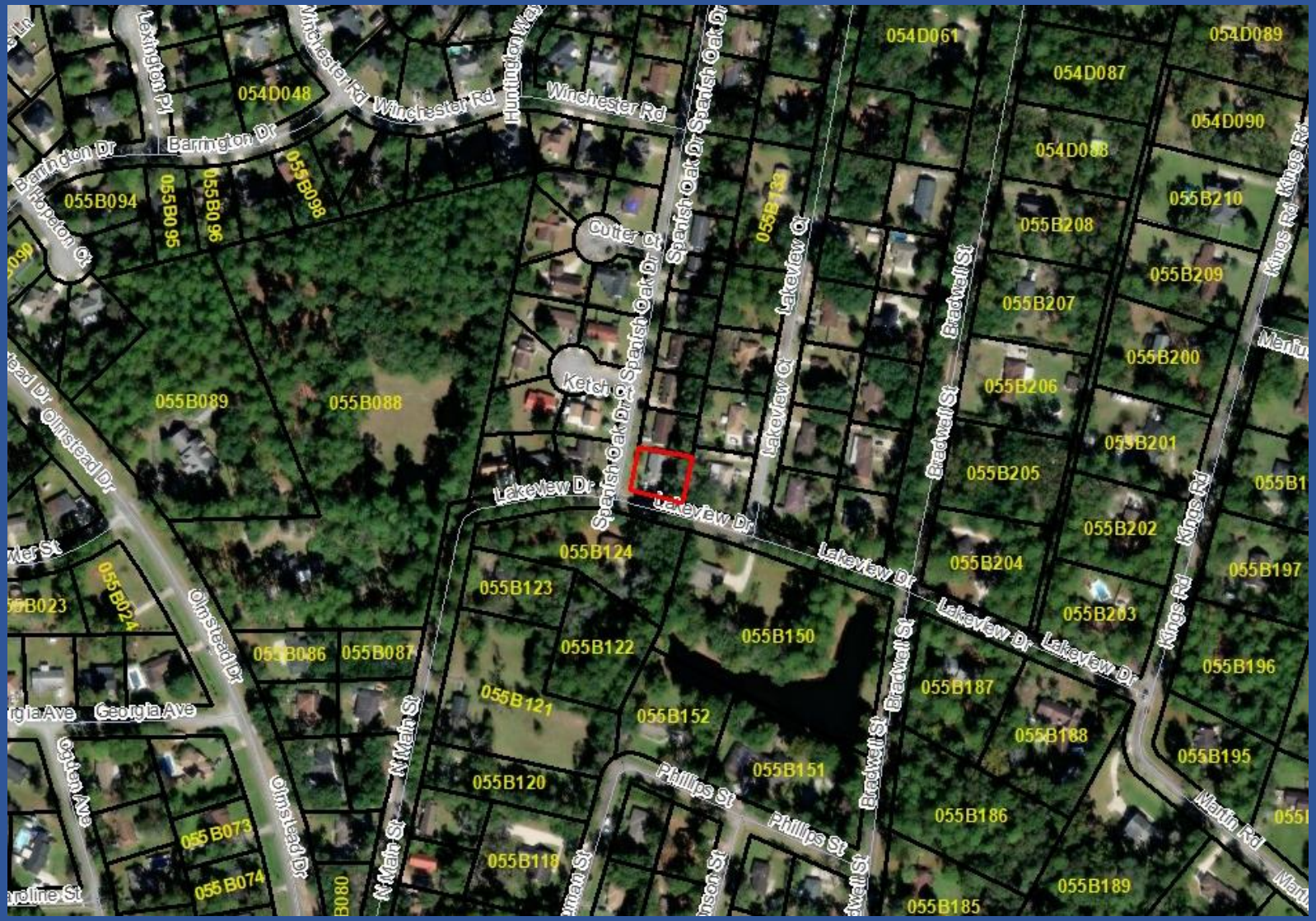
Variance Request 2024-002-H
A variance request was submitted by Richard Byers, owner, to reduce the side street setback from the required 25 feet to 21 feet. Property is located at 802 Spanish Oak Drive in Hinesville and is further described as LCTM Parcel 055B125. Property is bounded now or formerly as follows: NORTH by lands of Maurice A. Aldons; EAST by lands of Gregory Schmid; SOUTH by Lakeview Drive; and WEST by Spanish Oak Drive.

Conditional Use Request 2024-003-LC
A conditional use request was submitted by Edward Gill Sikes, owner, for a surface mine/borrow pit. Property is located on Islands Highway in unincorporated Liberty County and is further described as LCTM Parcel 362011. Property is bounded now or formerly as follows: NORTH by Islands Highway; EAST by lands of Brandi and William Sikes, Robert T. Sikes, Sunbury Services, LLC, and Stephen Sikes.; SOUTH by Maxwelton Road; and WEST by Maxwelton Road.

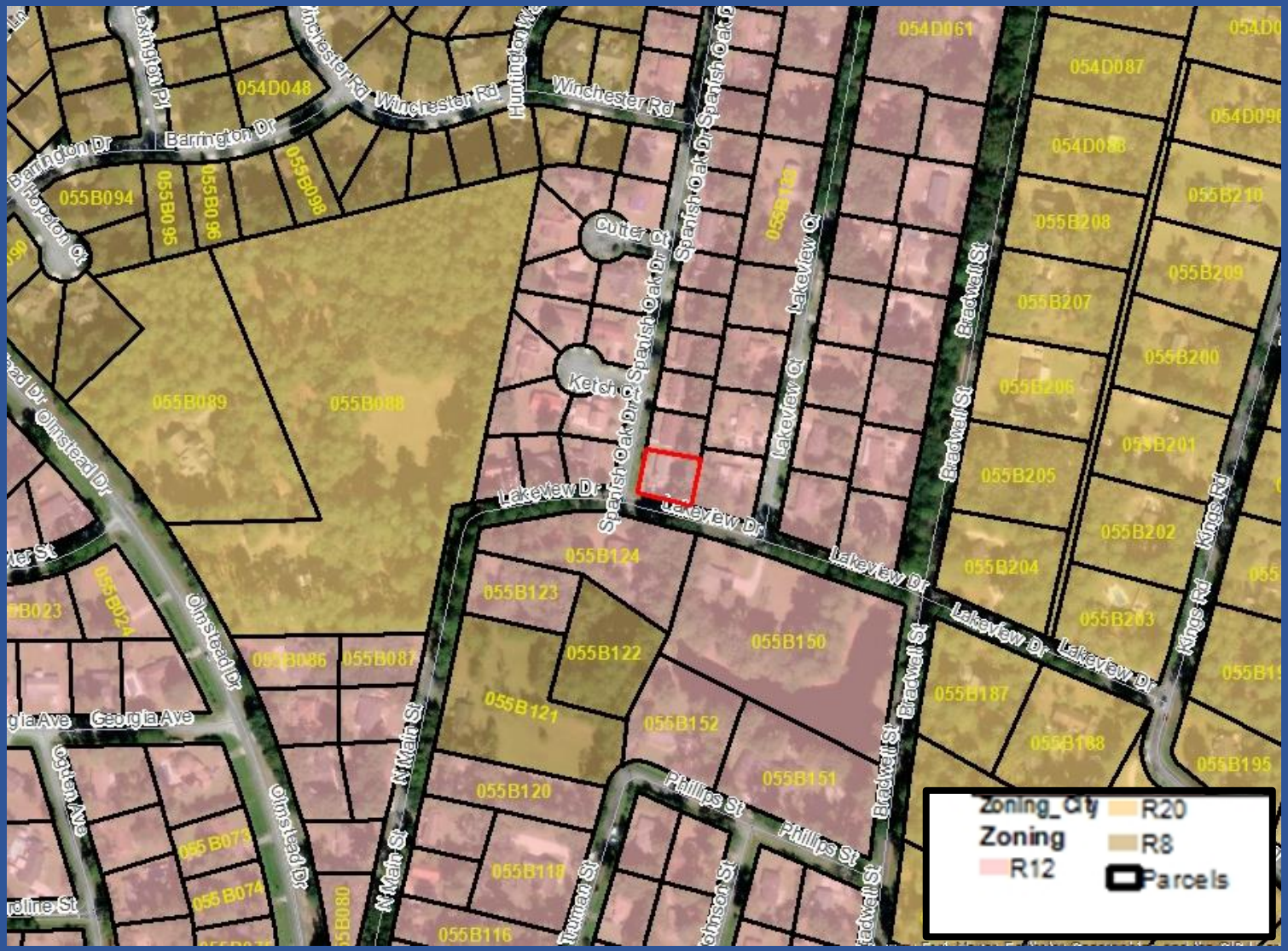
Variance Request 2024-004-R
A variance request was submitted by Michael Hagar, applicant, to reduce the front and side street setbacks from the required 35 feet to 32 feet from South Coastal Highway and 33 feet from Oak Street for the placement of an ice machine. Property is located on South Costal Highway in Riceboro and is further described as LCTM Parcel 191D017. Property is bounded now or formerly as follows: NORTH by lands of Rosa Lee Way and Et Al and Chemtall Inc.; EAST South Coastal Highway; SOUTH by Oak Street; and WEST by Oak Street.

Public Hearings
The Liberty Consolidated Planning Commission will hold a public meeting January 16, 2024, at 4:30 p.m., at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.
Public Hearings to be Held by the Applicable Governing Authority:
Thursday , February 1, 2024, 3:00 p.m. – The City of Hinesville Mayor and Council will meet at Hinesville City Hall, 115 East M. L. King Jr. Drive, Hinesville.
Tuesday, February 6, 2024, 6:00 p.m. – LC Board of Commissioners will meet in the Courthouse Annex, 2nd floor, 112 North Main St, Hinesville.
Tuesday, February 6, 2024, 6:00 p.m. – The City of Riceboro Mayor and Council will meet at Riceboro City Hall, 4614 South Coastal Highway, Riceboro.
Tuesday, February 13, 2024, 6:00 p.m. – The City of Walthourville Mayor and Council will meet at the Walthourville Police Department, 192-B Talmadge Road, Walthourville.
December 28, 2023, LIBERTY CONSOLIDATED PLANNING COMMISSION
ACCOUNT # 04100401
47186/12/28/23/pp

Vicinity Map



Zoning Map


Winchester Rd
Barrington Dr
Lexington Pl
Huntington Wa
Spanish Oak Dr
Cutler Ct
Ketch Ct
Lakeview Ct
Lakeview Dr
Bradwell St
Olmstead Dr
Kings Rd
N Main St
Phillips St
Georgia Ave
Zoning_City
Zoning
R12
R20
R8
Parcels

Narrative

13 December 2023

Variance request for 802 Spanish Oak Dr., Hinesville, Ga 31313

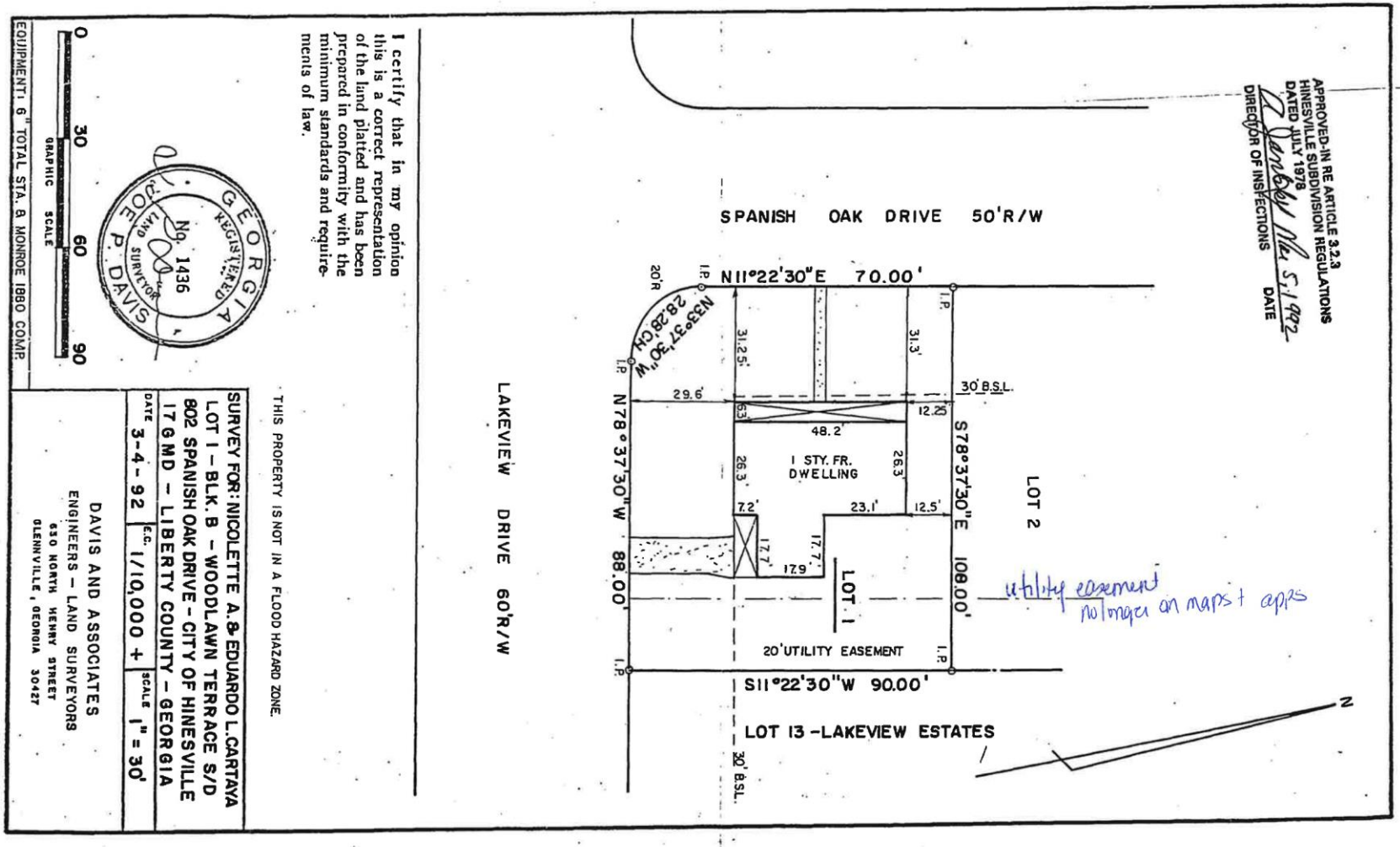
I am requesting a variance to reduce the side street setback by 4 (four) feet to add a covered porch to the side of my house that faces Lakeview Dr. The property is on the corner of Spanish Oak and Lakeview Dr. The side of the house currently sits 41 (forty-one) feet 6 (six) inches from the edge of the curb. The variance would set the porch 33 feet from the edge of the curb once completed.

The porch will be a covered porch attached to the side of the house extending out a total of 8 (eight) feet from the house. The porch will have the proper permits pulled and inspected with and by Hinesville. I have attached a PowerPoint slide with the proposed plan for said porch.

Respectfully,

Richard Byers

Plat


APPROVED-IN RE ARTICLE 3.2.3
HINESVILLE SUBDIVISION REGULATIONS
DATED JULY 1978
DIRECTOR OF INSPECTIONS
DATE
SPANISH OAK DRIVE 50'R/W
N11°22'30"E 70.00'
N33°37'30"W 28.28'CH
20'R
I.P.
31.25'
31.3'
29.6'
30' B.S.L.
12.25
48.2'
I STY. FR. DWELLING
26.3'
26.3'
7.2'
23.1'
12.5'
17.7'
17.7'
17.9'
LOT 1
LOT 2
N 78°37'30"W 88.00'
S 78°37'30"E 108.00'
utility easement no longer on maps + apps
20' UTILITY EASEMENT
S11°22'30"W 90.00'
LOT 13 -LAKEVIEW ESTATES
LAKEVIEW DRIVE 60'R/W
N
I certify that in my opinion this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.
GEORGIA REGISTERED LAND SURVEYOR No. 1436 JOE P. DAVIS
0 30 60 90
GRAPHIC SCALE
EQUIPMENT: 6" TOTAL STA. & MONROE 1880 COMP.
THIS PROPERTY IS NOT IN A FLOOD HAZARD ZONE.
SURVEY FOR: NICOLETTE A. & EDUARDO L. CARTAYA
LOT 1 - BLK. B - WOODLAWN TERRACE S/D
802 SPANISH OAK DRIVE - CITY OF HINESVILLE
17 G MD - LIBERTY COUNTY - GEORGIA
DATE 3-4-92
E.C. 1/10,000 +
SCALE 1" = 30'
DAVIS AND ASSOCIATES
ENGINEERS - LAND SURVEYORS
630 NORTH HENRY STREET
GLENNVILLE, GEORGIA 30427

Plan

6x6
NOT TO SCALE
sidewalk
48' feet
7'6" feet
8 feet
48 feet
26 feet
26 feet
38'6" feet
33 feet
7.6 feet
5 feet
18 feet
18 feet
driveway
18 feet

Rendering

Conditions for Granting this Variance:

1. There are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property;
   - *No.*
2. The application of the requirements to this particular property would create an unnecessary hardship;
   - *No.*
3. The variance, if granted, represents the minimum variance that will afford relief and will represent the least modification possible; and
   - *Yes.*
4. The variance, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the Division.
   - *No.*

LCPC Recommendation

<u>Approval</u>

Variance Request 2024-002-H

<u>Conditions</u>

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

<u>Approval</u>

Variance Request 2024-002-H

<u>Conditions</u>

Standard

Liberty Consolidated
LCPC
Est. 2005
Planning Commission

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Poly-Cart Request

Prepared by: Christy Deloach

Presented by: Kenneth Howard

PURPOSE: The Liberty County Chamber of Commerce respectfully requests the following number of poly-carts for the events listed below and for the fees to be waived.

BACKGROUND:

- Small World Festival, March 9, 2024 in downtown Hinesville, 11am-4pm – 30 poly-carts
- Food Truck Festival, March 23, 2024 in downtown Hinesville, 11am-4pm – 30 poly-carts
- Backyard BBQ, May 24, 2024 at 208 E Court Street, Hinesville, 11am-1pm – 10 poly-carts
- Food Truck Festival, September 21, 2024 in downtown Hinesville, 11am-4pm – 30 poly-carts
- Annual Golf Tournament, October 18, 2024 at Cherokee Rose Country Club, 225 Cherokee Trail, begins at 11:30am – 15 poly-carts
- LCCOC Annual Membership Appreciation Low County Boil, November 15, 2024 at 208 E Court Street, Hinesville, 6pm-9pm – 15 poly-carts
- 28th Annual Illuminated Christmas Parade, December 6, 2024 in downtown Hinesville, 6:30pm – 30 poly-carts near the staging area and bleachers

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

1. Polycart Request Letter - 2024
2. PolyCart 2007-01

PREVIOUS COUNCIL DISCUSSION:

Liberty County
Since 1976
CHAMBER OF COMMERCE

TO: Kenneth Howard, City Manager
City of Hinesville
115 East MLK Jr. Drive
Hinesville, GA 31313

FROM: Liberty County Chamber of Commerce
208 East Court Street, Hinesville GA 31313

DATE: January 17, 2024

SUBJECT: Poly-Cart Request for 2024 Liberty County Chamber of Commerce Events

Mr. Howard,

The Liberty County Chamber of Commerce respectfully requests the following number of poly-carts for the events listed below and for the fees to be waived.

- Small World Festival, March 9, 2024 in downtown Hinesville – 30 poly-carts
  - Event time is 11am-4pm
- Food Truck Festival, March 23, 2024 in downtown Hinesville – 30 poly-carts
  - Event time is 11am-4pm
- Backyard BBQ, May 24, 2024 at 208 E Court Street, Hinesville– 10 poly-carts
  - Event time is 11am-1pm
- Food Truck Festival, September 21, 2024 in downtown Hinesville – 30 poly-carts
  - Event time is 11am-4pm
- Annual Golf Tournament, October 18, 2024 at Cherokee Rose Country Club, 225 Cherokee Trail – 15 poly-carts
  - Event begins at 11:30am
- LCCOC Annual Membership Appreciation Low County Boil, November 15, 2024 at 208 E Court Street, Hinesville – 15 poly-carts
  - Event time is 6pm-9pm
- 28th Annual Illuminated Christmas Parade, December 6, 2024 in downtown Hinesville – 30 poly-carts near the staging area and bleachers
  - Event begins at 6:30pm

Please feel free to contact me directly if you have any questions.

Sincerely,

Leah Poole
Chief Executive Officer
Liberty County Chamber / CVB

Policy #2007-01

A Policy of the

City of Hinesville

For the Provision of Garbage Containers

To Special Events

It is the policy of the City of Hinesville to promote the health, safety and general welfare of the citizens of Hinesville by providing solid waste collection and disposal services. To that end the City Council of the City of Hinesville has determined that it is necessary and expedient to offer these services to special events that are held within the City. The terms and conditions of this service are as follows:

1. Organizers of special events desiring to have garbage services provided to the event by the City shall make their request in writing to the City Manager. The request shall state the date(s) of the event, the name of the organization or person sponsoring or organizing the event, a contact person for the event, the event location and the number of garbage containers requested.
2. A fee for the service will be established for the service based on a schedule of fees established by the City Council, which shall be maintained by the City Clerk. The schedule of fees may be revised from time to time by the City Council at it's sole discretion.
3. The fee associated with these services may be waived if the permit fee for the event is waived by the City Council or if the event is sponsored / hosted by the City in whole or in part.

The effective date of this Policy shall be July 19, 2007.

Adopted and approved this 19th date of July, 2007.

CITY OF HINESVILLE, GEORGIA

Thomas J. Ratcliffe, Jr., Mayor

David Anderson, Sr. Mayor Pro Tem

Charles Frasier, Councilmember

Steve Troha, Councilmember

Jack Shuman, Councilmember

Kenneth Shaw, Councilmember

ATTEST:

Sarah R. Lumpkin, City Clerk

City of Hinesville
Calculation for Polycart Rental
as of March 19, 2015

	During "normal" business hours	Outside of "normal" business hours
Delivery & pickup of polycarts	$ 120.00	$ 160.00
Collection cost	$ 62.00	$ 102.00
Disposal Cost (per 5 polycarts)	$ 6.00	$ 6.00

Fee for damaged or missing polycarts	**$ 75.00**	**per polycart damaged or missing**

City of Hinesville
Calculation for Polycart Rental
as of March 19, 2015

	Regular Rate	Overtime Rate
Delivery and Pickup Cost		
Pick-up Truck with Trailer	$ 389.00	$ 549.00
	8.00	8.00
Hourly Rate	48.63	68.63
Hours required for Delivery & pick up of carts	2.00	2.00
	$ 97.25	**$ 137.25**
Mileage Rate	0.555	0.555
miles (10 each way -- for delivery & pick up)	40	40
	$ 22.20	**$ 22.20**
total delivery costs	**$ 119.45**	**$ 159.45**

City of Hinesville
Calculation for Polycart Rental
as of March 19, 2015

	Regular Rate	Overtime Rate
Collection Cost		
Daily Rental Rate for Garbage Truck with Fuel and Labor	$ 496.00	$ 816.00
	8.00	8.00
Hourly Rate	62.00	102.00
Hours required for collection	1.00	1.00
Collection Cost	**$ 62.00**	**$ 102.00**

City of Hinesville
Calculation for Polycart Rental
as of March 19, 2015

Disposal Cost
Tipping fee calculation

Average weight in 1 polycart in lbs		55.00	pounds
Total Pounds per Ton		2,000.00	pounds
Max weight in 1 polycart in tons		0.0275	tons
Avg weight - 5 polycarts in tons		0.1375	
Tipping fee per ton	$	41.91	
Max tipping fee for 5 polycarts	**$**	**5.76**	

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Keep Liberty County Beautiful Advisory Council

Prepared by: Rose Kenner

Presented by: Kenneth Howard

PURPOSE: To inform Mayor and Council that Lillian Gray's appointment on the Keep Liberty County Beautiful Advisory Council will expire on February 19, 2024.

BACKGROUND: Lillian Gray have served on the Keep Liberty County Beautiful Advisory Council since February 19, 2015. Ms. Gray sent an email letting us know that she do not want to be reappointed.

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:
1. Keep Liberty County Beautiful Spreadsheet
2. KLCB Bylaws & Ordinance #2006-003
3. KLB_1

PREVIOUS COUNCIL DISCUSSION:

Keep Liberty County Beautiful Advisory Council							
APPOINTED BY	CURRENT APPOINTEES	RESIDES IN DISTRICT	TERMS SERVED	LENGTH OF TERM	TERM BEGAN	TERM EXPIRES	NOTES
Mayor and Council	Lillian Gray	4		3 years	02/19/2015	02/19/2024	

Created by Liberty County Ordinance #2006-003

KEEP LIBERTY BEAUTIFUL
By-Laws

Article I

Section. I
The name of this organization shall be the Keep Liberty Beautiful Advisory Council.

Section II. Creation
This program was duly organized originally as a result of a resolution adopted by the City Council of the City of Hinesville on February 17, 1983, and by the Liberty County Commission on April 5, 1983. This resolution created the Clean Community System, now known as Keep Liberty Beautiful, an affiliate of Keep America Beautiful, Inc. An ordinance approved by the Liberty County Board of Commissioners on (Date) created the Keep Liberty County Beautiful Advisory Council.

Section III. Purpose
The purpose of the Keep Liberty Beautiful Advisory Council shall be to promote litter prevention and eradication; waste reduction and recycling; and community improvement and beautification through public awareness; community education, and volunteer action.

Section IV. Duties
The duties of the Council shall be

- to promote public interest in the general improvement of the environment of Liberty County;
- to initiate, plan, direct, and coordinate programs for litter prevention and control for the community;
- to implement and maintain the Keep America Beautiful program;
- to study, investigate, and develop plans and programs for improving the health, sanitation, and cleanliness of Liberty County by beautifying the streets, highways, alleys, rivers and stream banks, lots, yards, plots, and other similar places in the County;
- to aid in the prevention of fires and diseases and other casualties by the removal of trash and other debris from the streets, highways, alleys, lots, yards, plots, and other similar places;
- to encourage the placing, planting, and/or preservation of trees, flowers, plants, shrubbery, and other objects or ornamentation in Liberty County;
- to advise and recommend plans to other agencies of the County for the beautification of Liberty County; and
- to otherwise promote public interest in the general improvement of the environment of the County;

provided, however, that nothing herein shall be construed to abridge or change the powers of other commissions, departments, boards, and like agencies of the County.

Section V. Powers
In order to perform the foregoing duties, the council shall have the following authority:

1. To adopt by-laws to facilitate the attainment of its purpose and functions;
2. To develop rules and procedures for the holding of regular and special meetings and for the appointment of committees for the implementation of the council's purpose and function;
3. To initiate, plan, direct, and coordinate community-wide efforts to achieve the council's purpose and function;

4. To solicit and accept donations and appropriations of money, services, products, property, and facilities for expenditure and use by the council for the specific accomplishment of the council's purpose and function;
5. To make recommendations to the County governing bodies and the private sector regarding measures deemed necessary to accomplish the council's purpose and function.

Article II

Section I. Membership
The council shall consist of no less than nine and no more than twenty-two members who shall be residents and/or active community members of Liberty County. Members shall be appointed by the Liberty County Board of Commissioners for each commission district. Additionally, each municipal government of the County shall appoint a member to represent the respective municipality.
In addition to the appointed members of the council, the Chairman of the County Board of Commissioners, the Director of the Chamber of Commerce, the Director for the County Solid Waste Department, the Code Enforcement Officers for Liberty County and for Hinesville, and the Director for Keep Fort Stewart Beautiful shall serve as ex officio members. Additional citizens with similar interests shall be invited to participate with the council to accomplish the organization's mission.
All members of the advisory council shall serve without compensation.

Section II. Terms of Office of Members
The terms of office of council members shall generally be for three years each, with one-third of the terms expiring annually on a rotation basis. Members whose terms have expired shall continue as members until their successors have been appointed. Members may also be appointed to serve for more than one term.

Section III. Election of Officers
The council shall elect a chair, vice-chair, and secretary-treasurer from its membership. Officers shall be elected on a fiscal year basis for one-year terms. Officers may serve more than one term.

Section IV. Duties of Officers
The duties of officers are as follows:
1. Chairman. Serves as the principal officer for the council and shall preside at all meetings of the KLB Advisory Council and represent the Council to the community.
2. Vice-Chairman. Acts in the absence of the Chairman in Council meetings and other official capacities. The Vice-Chairman also develops programming plans in coordination with the organization's Director.
3. Secretary-Treasurer. Prepares and maintains the minutes of the meetings as well as accurate records of the organization's activities and events in coordination with the organization's Director.

Section V Committees
The following standing committees shall meet as needed:

1. Beautification and Community Improvement Committee.
Mission: To change and improve the overall appearance of the community.
This committee works on the planning and development area beautification projects, plantings, tree promotion and awareness projects, gateways, and potential coordinated community projects.
2. Cleanups and Eradication Committee.
Mission: To rid the community of litter.
This committee plans and implements roadside and water cleanups and projects to eradicate litter.
3. Education and Awareness Committee.
Mission: To promote a deeper understanding in the community about the concerns and benefits of litter prevention, recycling and waste reduction, community improvement, and stormwater pollution awareness.
This committee coordinates educational programming for schools, groups and events, and community awareness campaigns on the focus areas for KLB.
4. Recycling and Waste Reduction Committee.
Mission: To increase recycling and waste reduction in Liberty County.
This committee plans and implements projects and activities that promote recycling and waste reduction.

Article III

Section I. Resignation and Removal
Any member may be removed from office with cause by the affirmative vote of a majority of the members present. Any member may resign at any given time by giving written notice to the Chairman.

Article IV

Section I. Regular Meetings
Meetings shall be held on a date and time set by the Council.

Section II. Open Meetings
All meetings shall be open to the public.

Section III. Quorum
One-half of the KLCB Advisory Council shall constitute a quorum for the transaction of business. Every act or decision made by a majority shall be regarded as the act of the entire Council.

Section IV. Procedure
Meetings shall be conducted using Roberts Rules of Order.

Article V

Section I. Amendments
These by-laws may be amended by a 2/3 vote of the Council, providing a quorum and notice presented in writing before the meeting.

Section II. Conflicts
In case of conflict between an ordinance and the by-laws, the ordinance shall prevail.

Adopted this 27th day of July 2022

Mailed 11/9/06

ORDINANCE 2006-003

Approved 10/3/06

ARTICLE II. BEAUTIFICATION-KEEP LIBERTY COUNTY BEAUTIFUL

Sec. 9-20. Council established.

There is hereby established the Keep Liberty County Beautiful Advisory Council.

Sec. 9-21. Membership.

a) The council shall consist of no less than nine and no more than fifteen members who shall be residents of Liberty County. Members shall be appointed by the board of commissioners of the county and representatives for the municipalities shall be appointed by the respective municipal governments.

b) In addition to the appointed members of the council, the chairman of the county board of commissioners, the director of the chamber of commerce, the director for the county solid waste department, the code enforcement officers for Liberty County and for Hinesville, and the director for Keep Ft. Stewart Beautiful shall serve as ex officio members.

c) All members of the advisory council shall serve without compensation.

Sec. 9-22. Terms of office of members.

The terms of office of members of the council shall generally be for three years each, with one third of terms expiring annually on a rotation basis. Members whose terms have expired shall continue as members until their successors have been appointed. Members may also serve for more than one term.

Sec. 9-23. Election of Officers.

The council shall elect from its membership a chair, a vice-chair, and a secretary-treasurer. Officers shall be elected on a fiscal year basis for one year terms. Officers may serve more than one term.

Sec. 9-24. Duties.

The duties of the council shall be to promote public interest in the general improvement of the environment of Liberty County; to initiate, plan, direct, and coordinate programs for litter control for the community on a substantial basis; to implement and maintain the Keep America Beautiful program; and to study, investigate, and develop plans for improving the health, sanitation, and cleanliness of Liberty County by beautifying the streets, highways, alleys, rivers and stream banks, lots, yards, plots and other similar places in the county; to aid in the prevention of fires and diseases and other casualties by the removal of trash and other debris from the streets, highways, alleys, lots, yards, plots and other similar places; to encourage the placing, planting, and/or preservation of trees, flowers, plants, shrubbery and other objects or ornamentation in said county ; to advise and recommend plans to other agencies of the county for the beautification of said county and otherwise to promote public interest in the general improvement of the environment of the county; provide,

however, that nothing herein shall be construed to abridge or change the powers of other commissions, departments, boards and like agencies of the county.

Sec. 9-25. Powers.

In order to perform the foregoing duties, the council shall have the following authority:

a) To adopt bylaws to facilitate the attainment of its purpose and functions;
b) To develop rules and procedures for the holding of regular and special meetings and for the appointment of committees for the implementation of its goals;
c) To initiate, plan, direct, and coordinate community-wide efforts to achieve its goals;
d) To solicit and accept donations and appropriations of money, services, products, property, and facilities for expenditure and use by the council for the specific accomplishment of its objectives;
e) To make recommendations to the county governing bodies as well as to the private sector regarding measures which it deems necessary to accomplish its objectives.

This ordinance shall become effective on the 3rd day of October, 2006.

APPROVED AND ORDAINED by the governing authority of Liberty County, Georgia as of this 3rd day of October, 2006.

BOARD OF COMMISSIONERS OF LIBERTY COUNTY, GEORGIA

John D. McIver, Chairman

(OFFICIAL SEAL)

Connie Thrift, Vice–Chairman

Pat Bowen, Commissioner

Kenny Fussell, Commissioner

Donald L. Lovette, Commissioner

Marion Stevens, Sr., Commissioner

Eddie Walden, Commissioner

ATTEST:

Joseph W. Brown, County Administrator

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From: Lillian Gray <lillian@vipcustomimprints.com>
Sent: Monday, January 29, 2024 9:38 AM
To: Rose Kenner <rkenner@cityofhinesville.org>
Subject: KLB Advisory Board

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning. I spoke with Dr. Bell last week and I will NOT be resuming my position on the advisory or executive board this time around.

Please let me know if you require any additional information from me.

Lillian Gray
916 Rachel Lane
Hinesville
912.492.2500

Lillian Gray

VIP Promotional Products

Lillian@VIPCustomImprints.com

(o) 912.877.5218

(c) 912.492.2500

www.VIPPromoProducts.com

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: South Main Street Sewer Repair Budget Update

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: Presented for the Mayor and Council Consideration, South Main Street Sewer Repair Update and Approval

BACKGROUND:

1. Mayor and Council Approved budget of $314,162.93 at August 3, 2023 Council meeting.
2. Included slip lining 500 LF of failed concrete sewer pipe and replacement of 250 LF of failed concrete pipe.
3. Southeast Pipe Survey was only able to slip line a little over 100' of failed gravity sewer.
4. The 400' section between Ryon Ave and Hendry St. could not be successfully slip lined.
5. We have obtained a new proposal from Palm Coast Utilities to expand the sewer replacement from 250' to 650'. Their new proposal is for $195,351.30 with the City taking care of traffic control.
6. The additional cost increased the budget to $409,990.02; $95,827.09 over the approved budget for construction.

FUNDING: TSPLOST

RECOMMENDATION: Approve an increase in budget from $314,162.93 to $409,990.02.

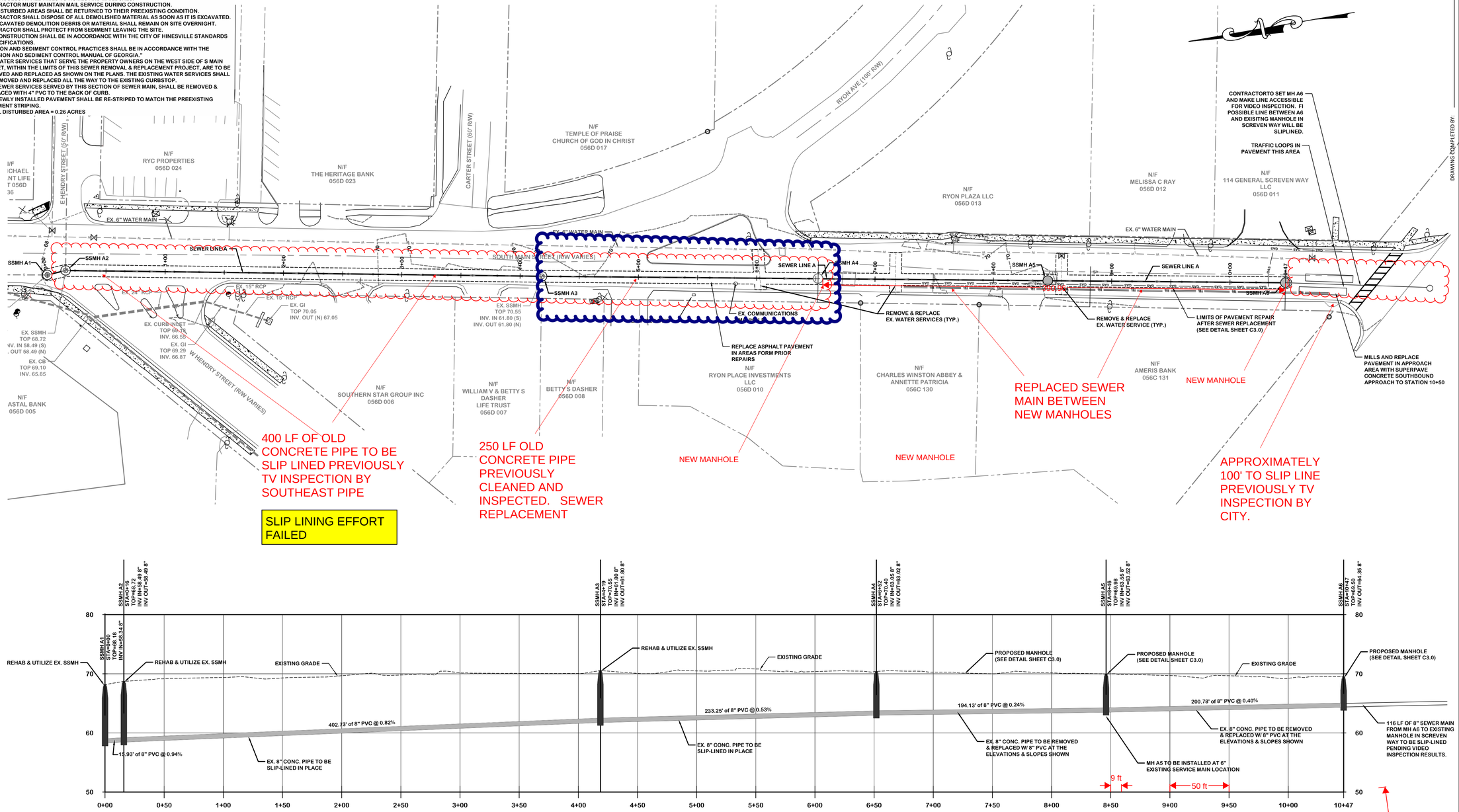
ATTACHMENTS:

1. 2022-147PRJ-PP 2.0.pdf 2-3-23 MARKED UP FOR SE PIPE
2. 2022-147PRJ-P&P 2.0 Revised 1-8-24 NEW PLAN
3. 2022-147 S. Main Street sewer repair Budget
4. 2022-147PRJ-P&P 2.0 Revised 1-8-24 traffic control FIRST PHASE
5. 2022-147PRJ-P&P 2.0 Revised 1-8-24 traffic control SECOND PHASE
6. 2022-147PRJ-P&P 2.0 Revised 1-8-24 traffic control THIRD PHASE

PREVIOUS COUNCIL DISCUSSION:

NOTES:

1. CONTRACTOR SHALL NOT CLOSE THE ROADWAY DURING CONSTRUCTION. RESIDENTS MUST HAVE ACCESS AT ALL TIMES TO HOMES AND MAILBOXES.
2. CONTRACTOR MUST MAINTAIN MAIL SERVICE DURING CONSTRUCTION.
3. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR PREEXISTING CONDITION.
4. CONTRACTOR SHALL DISPOSE OF ALL DEMOLISHED MATERIAL AS SOON AS IT IS EXCAVATED. NO EXCAVATED DEMOLITION DEBRIS OR MATERIAL SHALL REMAIN ON SITE OVERNIGHT.
5. CONTRACTOR SHALL PROTECT FROM SEDIMENT LEAVING THE SITE.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HINESVILLE STANDARDS & SPECIFICATIONS.
7. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE "EROSION AND SEDIMENT CONTROL MANUAL OF GEORGIA."
8. ALL WATER SERVICES THAT SERVE THE PROPERTY OWNERS ON THE WEST SIDE OF S MAIN STREET, WITHIN THE LIMITS OF THIS SEWER REMOVAL & REPLACEMENT PROJECT, ARE TO BE REMOVED AND REPLACED AS SHOWN ON THE PLANS. THE EXISTING WATER SERVICES SHALL BE REMOVED AND REPLACED ALL THE WAY TO THE EXISTING CURBSTOP.
9. ALL SEWER SERVICES SERVED BY THIS SECTION OF SEWER MAIN, SHALL BE REMOVED & REPLACED WITH 4" PVC TO THE BACK OF CURB.
10. ALL NEWLY INSTALLED PAVEMENT SHALL BE RE-STRIPED TO MATCH THE PREEXISTING PAVEMENT STRIPING.
11. TOTAL DISTURBED AREA = 0.26 ACRES



Sewer Line A Profile
V. Scale: 1"=8'
H. Scale: 1"=40'

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

DRAWING COMPLETED BY:

REVISED:

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GEORGIA REGISTERED No. 11009 PROFESSIONAL ENGINEER PAUL C. SIMONTON

Level II Certification No. 935
Expiration Date: 10-01-23

1050 PARKSIDE COMMONS
SUITE 101
GREENSBORO, GA 30642
TEL: (706) 454-0870
www.simontonengineering.com

SIMONTON ENGINEERING

South Main Street
Sewer Removal & Replacement
for
City of Hinesville
Liberty County, Georgia

Sewer
Plan & Profile

DATE: August 1, 2022
FILE NO.: 2022-147PRI
SHEET: C 2.0

NOTES:

1. CONTRACTOR SHALL NOT CLOSE THE ROADWAY DURING CONSTRUCTION. RESIDENTS MUST HAVE ACCESS AT ALL TIMES TO HOMES AND MAILBOXES.
2. CONTRACTOR MUST MAINTAIN MAIL SERVICE DURING CONSTRUCTION.
3. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR PREEXISTING CONDITION.
4. CONTRACTOR SHALL DISPOSE OF ALL DEMOLISHED MATERIAL AS SOON AS IT IS EXCAVATED. NO EXCAVATED DEMOLITION DEBRIS OR MATERIAL SHALL REMAIN ON SITE OVERNIGHT.
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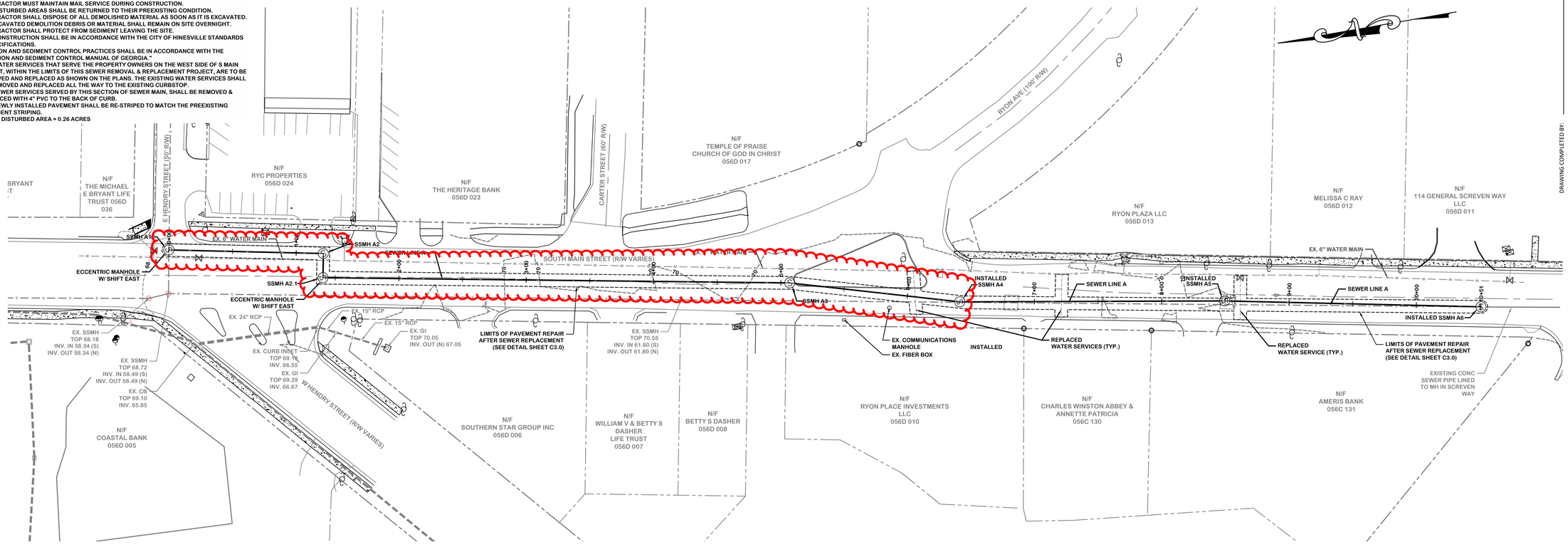
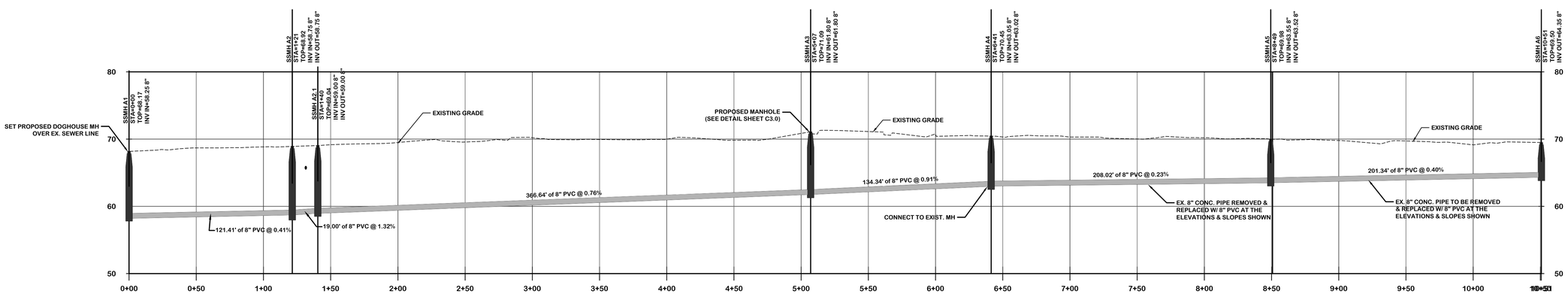
11. TOTAL DISTURBED AREA = 0.26 ACRES





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GEORGIA REGISTERED No. 11009 PROFESSIONAL ENGINEER PAUL C. SIMONTON

Level II Certification No. 935
Expiration Date: 10-01-23

1050 PARKSIDE COMMONS
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SIMONTON ENGINEERING

South Main Street
Sewer Removal & Replacement
for
City of Hinesville
Liberty County, Georgia

Sewer
Plan & Profile

DATE: August 1, 2022
FILE NO: 2022-147PRJ
SHEET: C 2.0

	S. Main Street Sewer Repair		
	Task		
	Past Expense		
	Palm Coast #1-4	$134,309.95	
	T&K Hicks	$30,288.00	
	SE pipe #1	$5,932.64	
	SE Pipe #2	$3,120.00	
	SE Pipe #3	$3,486.63	
	SE Pipe #4	$8,001.50	
	Total Previous Expense	$185,138.72	
	New Expense		
	Palm Coast Proposal	$195,351.30	
	Barrels and Cones	$9,500.00	
	Contingency	$20,000.00	
	Total	$409,990.02	
	Approved	$314,162.93	
	Shortfall	$95,827.09	
	Palm Coast	$329,661.25	
	SE Pipe #	$20,540.77	
	T&K Hicks Paving	$30,288.00	
	Barrels & Cones Traffic Control	$9,500.00	
	Contingency	$20,000.00	
	Total	$409,990.02	

NOTES:

1. CONTRACTOR SHALL NOT CLOSE THE ROADWAY DURING CONSTRUCTION. RESIDENTS MUST HAVE ACCESS AT ALL TIMES TO HOMES AND MAILBOXES.
2. CONTRACTOR MUST MAINTAIN MAIL SERVICE DURING CONSTRUCTION.
3. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR PREEXISTING CONDITION.
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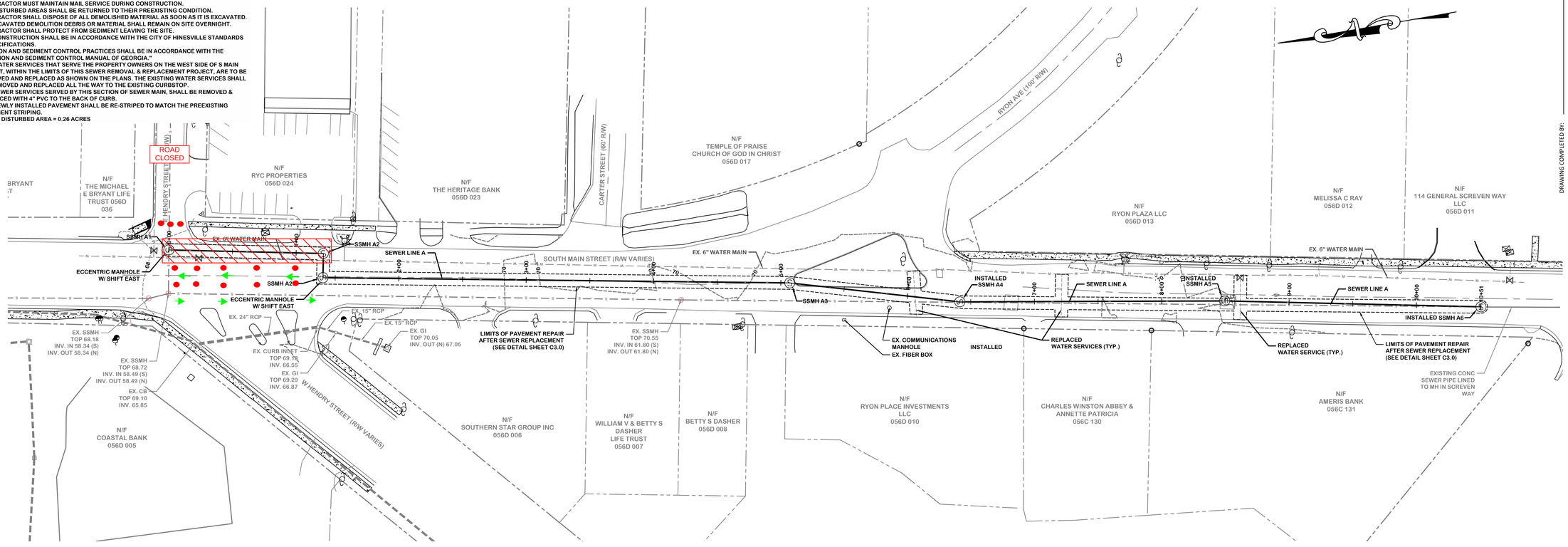

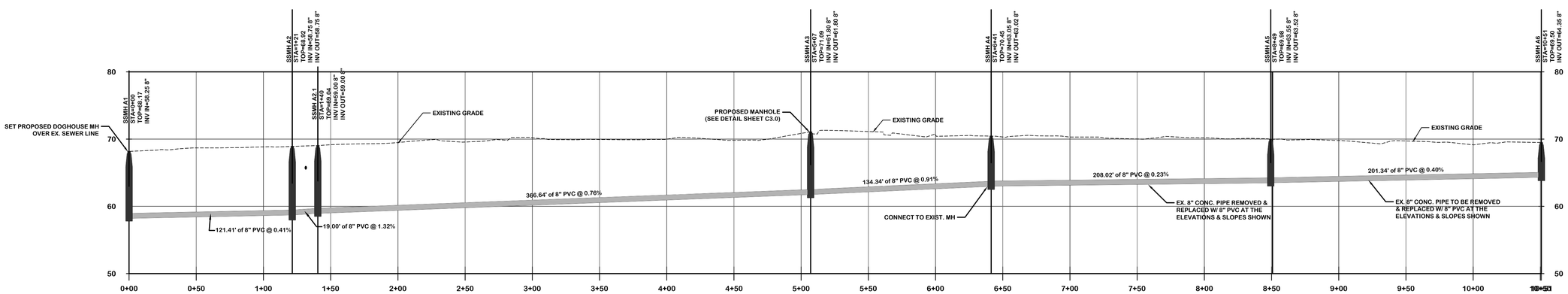

Sewer Line A Profile
V. Scale: 1"=8'
H. Scale: 1"=40'

GRAPHIC SCALE
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(IN FEET)
1 inch = 40 ft.

DRAWING COMPLETED BY:

REVISED:

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GEORGIA REGISTERED No. 11009 PROFESSIONAL ENGINEER PAUL C. SIMONTON

Level II Certification No. 935
Expiration Date: 10-01-23

1050 PARKSIDE COMMONS
SUITE 101
GREENSBORO, GA 30642
TEL: (706) 454-0870
www.simontonengineering.com

SIMONTON ENGINEERING

South Main Street
Sewer Removal & Replacement
for
City of Hinesville
Liberty County, Georgia

Sewer
Plan & Profile

DATE: August 1, 2022
FILE NO: 2022-147PRJ
SHEET: C 2.0

NOTES:

1. CONTRACTOR SHALL NOT CLOSE THE ROADWAY DURING CONSTRUCTION. RESIDENTS MUST HAVE ACCESS AT ALL TIMES TO HOMES AND MAILBOXES.
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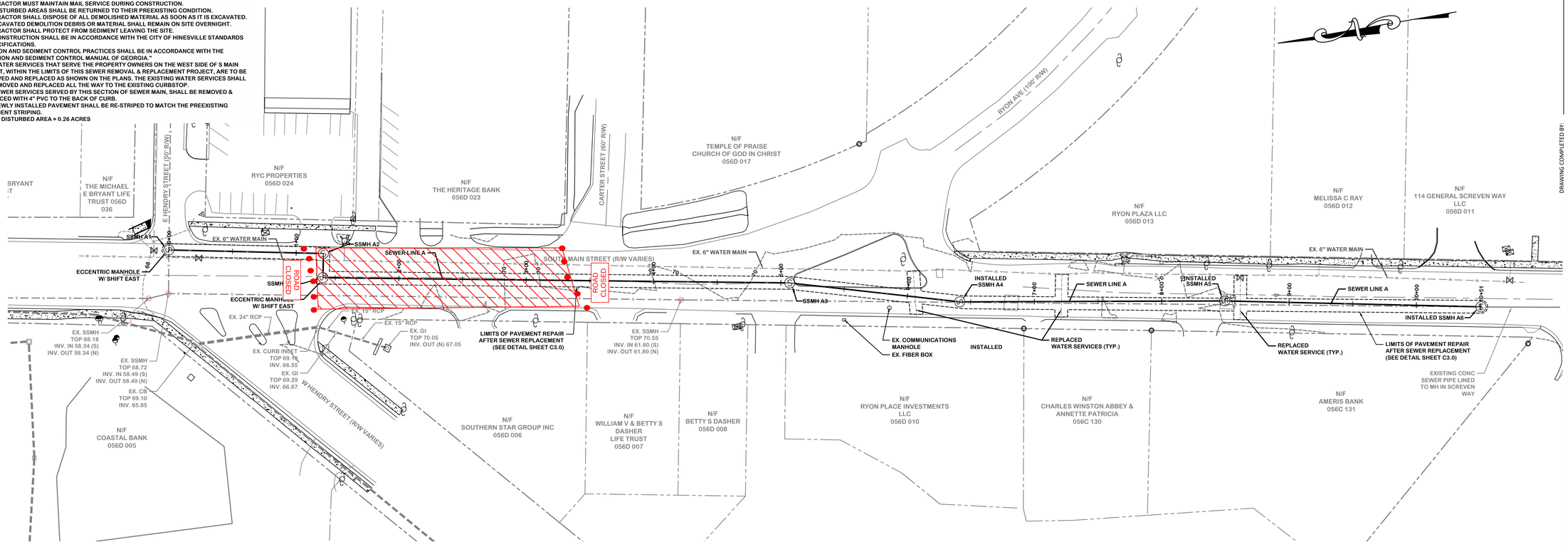

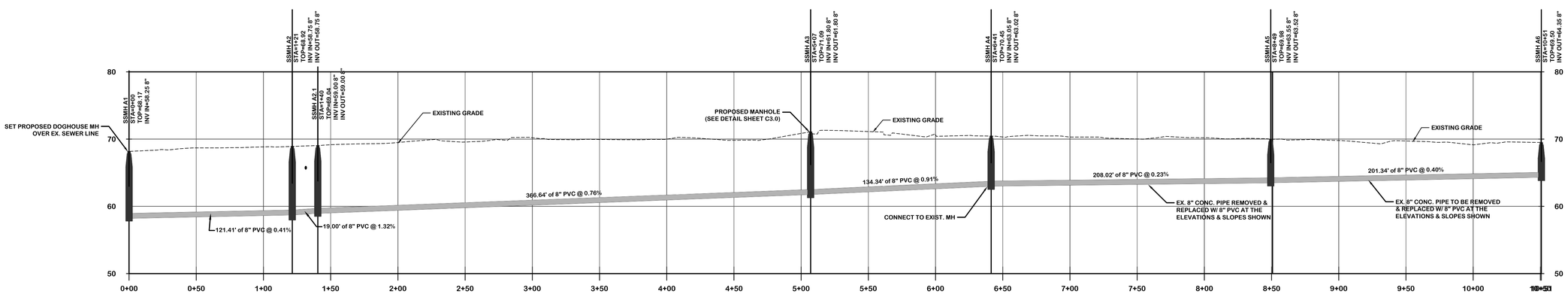

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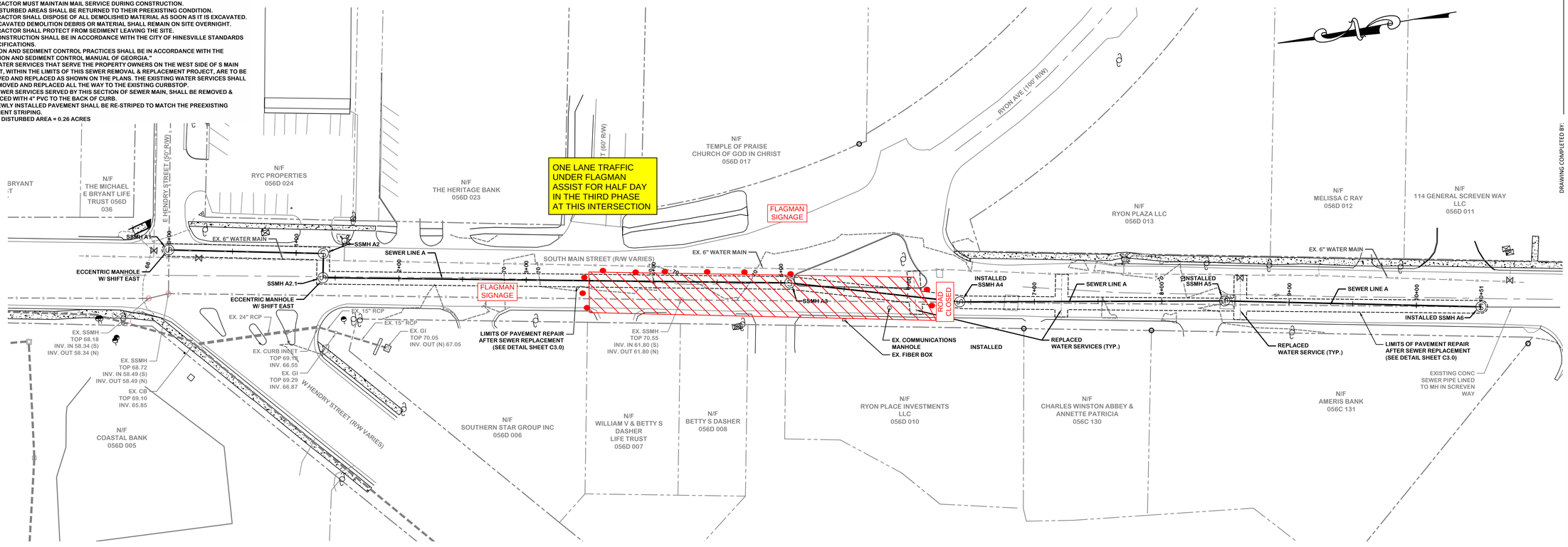

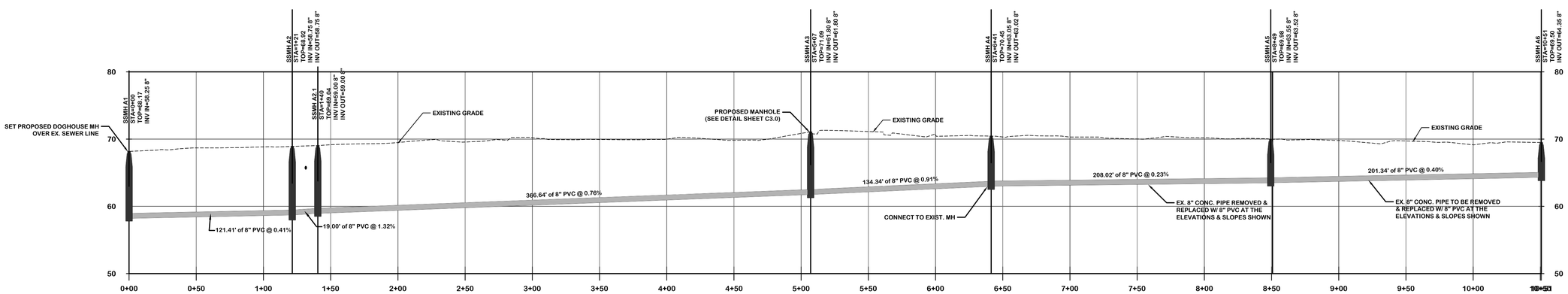

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City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Veterans Parkway Signal Installation Agreement, #2024-03

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: To approve the Agreement between the City of Hinesville, WalMart and the Bryant trust to install the Veterans Parkway signal at the Walmart Driveway.

BACKGROUND:

1. As a result of traffic problems on Veterans Parkway at the Veterans Parkway Driveway, the City entered into discussion with Walmart representatives in regard to the installation of a traffic signal.
    - History of accidents at the intersection
    - Incidents where traffic backed up into Veterans Parkway at the driveway
2. The first traffic study was conducted in 2011 and provided data that justified the signal.
3. Around 2015, Walmart agreed to participate in the cost of the project.
4. The Bryant Trust began developing the Northeast corner of S. Main Street and Veterans Parkway around 2010, and some real estate contracts were dependent on the installation of the signal.
5. Initial designs and permitting required removal of the left turn line into Walmart from Veterans Parkway. This was not acceptable to Walmart so the permit was never fully issued.
6. Redesign of the signal resulted in a permit issued in August, 2023
7. Bids were received for the project in November, 2023 with the low bid being $2,313,045.99.
8. The budget for the project including the construction cost, 10% contingency and engineering, permitting and inspection cost = $2,712,495.59.
9. The agreement provides that each party pay 1/3rd of the total project cost at $904,165.20.
10. The City will be the lead Agency in the project.

FUNDING: The City identified this project in TSPLOST with a budget of $804,784.00. The additional $99,181.20 ($904,165.20-804,784.00) will be funded through TSPLOST.

RECOMMENDATION: Approve the agreement and authorize the City Manager to sign for the City.

ATTACHMENTS:

1. 2015-49 PRJ 9-12-22-render 012424
2. Agreement btwn Walmart, Michael Bryant Trust and the City of Hinesville GA

PREVIOUS COUNCIL DISCUSSION:

STATE OF GEORGIA
COUNTY OF LIBERTY

AGREEMENT BETWEEN WALMART, INC, THE MICHAEL E. BRYANT TRUST AND THE CITY OF HINESVILLE, GEORGIA

THIS AGREEMENT ("Agreement") made and entered into as of this ____ day of _____, 2024, by and between the Walmart Inc., a Delaware corporation duly domesticated to do business in Georgia ("Walmart"), The Michael E. Bryant Trust, a Georgia trust under agreement dated December 17, 1998 ("Bryant"), and the City of Hinesville, a political subdivision of the State of Georgia (the "City") (each a "Party" or collectively referred to hereinafter as "Parties").

WITNESSETH:

WHEREAS, in 2011, due to an inordinate number of accidents and traffic backup at the intersection of State Highway 84 and the entrance of the Walmart store located in Hinesville, Georgia, the City initiated a traffic study;

WHEREAS, after study and review by the Parties, it was determined that said intersection required a traffic signal;

WHEREAS, the Parties have agreed to move forward with the Project (as hereinafter defined) and the parameters and responsibilities for the Project as hereinafter set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual benefit of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DESCRIPTION OF PROJECT

1.01 **<u>General Description and Responsibility</u>**. As set forth in Section 2.02 hereof, the City shall be responsible for the completion of the Project which shall be completed in a good and workmanlike manner, and in accordance with the Plans and Specs (as hereinafter defined). The City agrees to diligently pursue completion of the Work and the City agrees all of the Work to complete the Project shall be completed within one (1) year after the Notice to Proceed to the Contractor. The City represents and warrants that the City has allocated and available the City's portion of the Total Costs, as hereinafter defined. Notwithstanding the foregoing, the City agrees that the portions of the Work hereinafter defined as "Deceleration Lane" and "Walmart Lot" will not be performed from November 15 to January 15. Further, in the event any damages are made

in connection with the Work on the property owned by Walmart, the City shall be responsible to repair such damages and the property to the condition existing prior thereto. The City hereby warrants and represents to Walmart and Bryant that the City in exercising its rights under this Agreement shall comply fully and shall cause the contractors to comply with any federal, state or local laws, regulations, ordinances, permits or other authorizations, or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities (including without limitation preparing a Storm Water Pollution Prevention Plan (if applicable) to avoid negatively impacting any erosion or sediment controls during earth-disturbing activities, if any) in performance of the Work. Furthermore, the City hereby warrants and represents to Walmart and Bryant that the City has a policy to comply and a policy to require all contractors performing work for the City to (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. The Project is made up of five parts generally described as follows: a) Traffic Signal and Intersection ("Traffic Signal"); ii) Veterans Parkway Modification ("Veterans Parkway"); iii) Roadway Modification ("North Side"); Deceleration Land ("Deceleration Lane"); and v) Walmart Parking Lot Modifications ("Walmart Lot") (herein collectively referred to as the "Work"). The engineering plans and specifications for the Project titled "Veterans Pkwy & Wal-Mart Drive Traffic Signal & Roadway Improvements" prepared by Simonton Engineering on December 20, 2023 are attached hereto and incorporated into this Agreement as Exhibit A.

2. FINANCIAL OBLIGATIONS OF THE PARTIES

2.01 Total Project Costs. The total costs for the Project $2,712,495.59 (TWO MILLION SEVEN HUNDRED TWELVE THOUSAND FOUR HUNDRED NINETY-FIVE 59/100 CENTS) ("Total Costs"). The obligation for the Total Costs shall be divided among the Parties as follows:

(a) Walmart shall pay an amount not to exceed $904,165.20 (NINE HUNDRED FOUR THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS 20/100 CENTS.

(b) Bryant Trust shall pay an amount not to exceed $904,675.20 (NINE HUNDRED FOUR THOUSAND SIX HUNDRED SEVENTY-FIVE 20/100 CENTS).

(c) City shall pay $904,675.20 (NINE HUNDRED FOUR THOUSAND SIX HUNDRED SEVENTY-FIVE 20/100 CENTS).

An itemized budget accounting for the Total Costs has been attached hereto as Exhibit B and is incorporated fully into this Agreement.

2.02 Obligations of City/Reimbursement of Costs. The City shall hold the permit for the Project from the Georgia Department of Transportation ("DOT") and will enter into, let, manage and oversee all contracts required for the Work described in Section 1.01 and constituting the Project, and will be reimbursed by Walmart and Bryant in response to invoices furnished monthly by the City to each of the Parties on terms set forth herein. The City shall have the right to submit on a monthly basis applications for payment describing the Work which has been performed ("Application for Payment"). Each Application for Payment shall cover a time period of one calendar month, ending on the last day of the previous calendar month. Each Application for Payment shall be certified as correct by an independent licensed civil engineer and shall be subject to revision and/or approval by Walmart and Bryant.

In addition to the above, if requested in connection with any Application for Payment, as a condition precedent to the City's entitlement to payment, the City will submit the following documents as part of the Application for Payment: (i) a full or partial, as applicable, lien waiver and release ("Lien Releases") from the contractor, subcontractors, material suppliers, materialmen and other persons or entities having the right to make a claim directly or indirectly by reason of having provided labor, materials or equipment relating to the Work for which a request for payment is being made pursuant to the applicable Application for Payment.

Not later than 30 days after Walmart and Bryant receive the Application for Payment (unless a shorter period of time is required pursuant to applicable law), together with all Lien Releases and such other documentation as may be required by Walmart and Bryant, Walmart and Bryant shall pay to the City the portion of their respective share properly allocable to labor, materials and equipment incorporated in the Work, less retainage equal to the lesser of 10% or the maximum amount permitted by applicable law.

Final Payment. To the maximum extent permitted by law, Walmart and Bryant shall be under no obligation to make final payment until the City has provided the following:

(a) A list of all suppliers, contractors, subcontractors and sub-subcontractors utilized in connection with the Work with a dollar value of the services provided, which list shall be on AIA Document G705-2001.

(b) Final Lien Releases for all labor, suppliers, materialmen, contractors and subcontractors listed on AIA Document G705-2001.

(c) An ALTA as-built survey conforming to the Site Plan and the Plans and Specifications, certified to the Parties by a licensed engineer or architect (the "As-Built Survey").

(d) Completion of the Work which shall be evidenced by acceptance of the Work by the DOT and open for use to the public.

The City covenants and agrees to provide all final Lien Releases required pursuant to this Agreement no later than 15 days after completion of the Work.

2.03 **Excess Costs**. In the event that the Total Costs exceeds that set forth in Exhibit B, the cost will be divided equally among the parties to this Agreement, provided, however the amount of Walmart's share of the Total Costs set forth in 2.01(a) or the amount of Bryant's share pf the total cost set forth in 2.01(a) shall not increase by more than ten percent (10%) for any reason whatsoever. Any changes will be authorized by Change Order delivered to Walmart and Bryant for their approval and executed by the City.

2.04 **Cost Control**. In the interest of the Parties, the City shall endeavor in good faith to control the Total Costs of the Project.

3. TERM AND TERMINATION

The term of this Agreement shall commence as of the date of execution of this Agreement and shall stay into effect until the completion of the Project or until the Parties agree to the termination of the Agreement.

4. NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein or at such other address as time to time is designated by party receiving the notice by: (a) hand delivery to the address below; (b) United States Certified Mail – Return Receipt Requested, postage prepaid, or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

City of Hinesville:
Kenneth Howard
115 E. M L King Drive
Hinesville, Georgia 31313

Walmart Inc.
2608 SE J Street
Bentonville, AR 72716
Attention: Portfolio Manager - Georgia

The Michael E. Bryant Life Trust
Thomas J. Ratcliffe, Jr.
Co-Trustee
103 N. Main Street
Hinesville, Georgia 31313

Walmart Inc.
2608 SE J Street
Bentonville, AR 72716
Attention: Legal - Georgia

5. GENERAL PROVISIONS

The brief capitalized and underlined headings or titles preceding each paragraph are for purposed of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

5.01 **Strict Compliance**. No failure of any Party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other Party with this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a Party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

5.02 **Jurisdiction**. This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

6. REPRESENTATIONS OF THE PARTIES

6.01 **Generally**. In furtherance of the public purposes of this Agreement, the Parties hereby each represent and warrant (and covenant where indicated) to the other Parties (which representations and warranties shall be deemed independently material notwithstanding any prior knowledge or inquiries) as follows:

(a) Power. All Parties have the power and legal right to make deliver and perform this Agreement and incur the obligations set forth herein.

(b) Authority. Each Party has been fully authorized to execute, deliver, and perform this Agreement under the terms and provisions of the resolution of its governing body, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, no further consent or approval of any other Person not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement. Without limiting the generality of the foregoing, the City expressly acknowledges and represents that it has officially adopted and otherwise approved the execution and performance of this Agreement and the undertakings contemplated herein at a public meeting of its governing authority in accordance with the provisions of its organizational legislation or charter, as the case may be, and any and all other applicable Legal Requirements, to include the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq., and its Code of Ordinances.

(c) Signatories Authorized. The representatives of the Party executing this Agreement has been duly authorized to execute and deliver same by all appropriate action on the part of the Party's governing authority.

(d) Legally Enforceable Agreement. This Agreement and the provisions contained herein constitute valid and legally binding obligations of the Parties, enforceable against the Parties in accordance with their respective terms.

(e) No Contravention. The execution, delivery, and performance of this Agreement and the undertaking of the transactions and matters contemplated hereby do not and will not violate any Legal Requirements, conflict with or result in a breach of any of the terms or conditions of any charter, organizational legislation, ordinance, loan agreement, grant, or any agreement, or instrument to which the party is bound (or purportedly bound), and do not and will not constitute a default under any of the foregoing. Furthermore, no Party shall take any action, whether by ordinance, resolution, or otherwise, inconsistent with or contrary to the provisions of this Agreement.

(f) No Third-Party Consent. Unless otherwise specifically acknowledged herein, the authorization, execution, delivery and performance of this Agreement by the Parties does not require submission to, approval of, or other consent or action by any Governmental Authority or other person.

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 hereinabove or otherwise contained in this Agreement.

7. DEFAULT AND REMEDIES

The following shall govern defaults under this Agreement and the rights and obligations of the parties with respect thereto:

7.01 Events of Default. In the event that the Parties 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 thirty (30) days after another Party has given notice to the other of the same, an **"Event of Default**" or **"Default"** shall exist under this Agreement as to said non-performing party.

7.02 Dispute Resolution. A mandatory process of mediation shall be imposed for the resolution of any and all disputes arising under this Agreement, as follows:

(1) *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 (the **"Dispute"**), promptly by negotiation between persons who have authority to settle the Dispute. If the Dispute has not been resolved by negotiation in a timely manner (as determined by any 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 by a mediator who (i) is a neutral and impartial attorney or other professional who has had both training and experience as a mediator; and (ii) is selected as provided in subsection (2) hereinbelow.

(2) *Commencement of Mediation; Selection of Mediator*. Any Party (the **"Initiating Party"**) may initiate mediation of the Dispute by giving the other Parties (the **"Recipient Parties"**) written notice (a **"Mediation Notice"**) setting forth a list of names and resumes of qualifications and experience of three impartial persons who the Initiating Party believes would be qualified as mediator under the provisions of subparagraph (1) above. Within five (5) business days after the delivery of the Mediation Notice, the Recipient Parties shall give a counter-notice (the **"Counter-Notice"**) to the Initiating Party in which the Recipient Parties 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 mediator). If none of the persons listed in the Mediation Notice is designated by the Recipient Parties to serve as the mediator, the Counter-Notice should list the names and resumes of three impartial persons who the Recipient Parties believes would be qualified as mediator under the provisions of subparagraph (1) 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 Parties 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 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 (1) 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.

(3) *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), the Parties and their respective attorneys shall meet with the mediator for one mediation session, it being agreed that each Party representative attending the mediation session shall be authorized to settle the Dispute. If the Dispute cannot be settled at the mediation session or at any mutually agreed continuation of that mediation session, any Party may give the others 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 Initiating Party and the Recipient 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.

(4) *Remedies on Default*. Whenever an Event of Default shall have happened and be continuing, but subject to the obligation to mediate any Dispute as provided hereinabove, a Party may terminate this Agreement by written notice to the other Parties (whereupon the Parties shall have any rights or obligations hereunder, except for those obligations and liabilities which accrued prior to said termination or which are otherwise expressly intended to survive the same), seek permanent injunctive relief (to include, without limitation, the right to sue for specific performance), bring a suit for damages, or otherwise pursue whatever remedies which are otherwise available at law or in equity 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.

8. MISCELLANEOUS

Section 8.01. <u>Effective Date</u>. 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 "Effective Date", 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, as reflected on the signature page(s) to this Agreement.

Section 8.02. 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 approved by their respective governing bodies in accordance with applicable Legal Requirements), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 8.03. 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 8.04. No Third-Party Beneficiaries. This Agreement is made by and limited to Walmart, Bryant, and the City, and is not intended, and shall in no event be construed to be, for the benefit of any person other than the Parties, and no other person shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Each Party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by said Party, and each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

Section 8.06. Severability of Provisions. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 8.07. 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 8.08. Future Cooperation. In acknowledgment of the cooperative 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 as may be necessary from time to time to fully effect the intentions of the parties with respect to this Agreement and otherwise ensure the continued validity and operation of the provisions contained herein.

Section 8.09. Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, the Parties are not and shall not be considered as joint venturers, partners, or agents of the other and neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

Section 8.10. 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 8.11. Governing Law and 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. The venue for resolution of any disputes arising hereunder or otherwise in connection with the Project shall be in Liberty County, Georgia.

Section 8.12. Counterparts; Electronic Execution. This Agreement may be executed in any number of identical counterparts, each of which shall serve as an original for all purposes and be taken together as one and the same document, binding on all Parties hereto, whether or not each counterpart is executed by all Parties hereto, so long as each Party hereto has executed one or more counterparts hereof. Additionally, any signature page of this Agreement (or other page initialed by a Party) may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. To facilitate the execution and delivery of this Agreement, the Parties may execute and exchange counterparts of the signature pages hereof (as well as any other pages requiring a party's initials) by facsimile or other electronic transmission (e.g. pdf via email), and the transmitted signature page (or initialed page) of any Party to any counterpart may be appended to any other counterpart. The Parties further acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission of the signature page(s) or other initialed page(s) of this Agreement shall be deemed to be "written" and a "writing" for all purposes of this Agreement and shall otherwise constitute an original document binding upon the transmitting Party.

Section 8.13. Interpretation. Titles of sections as set forth herein are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to

this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined and "include" and "including" means including (or to include) without limitation. Whenever the context requires, each gender shall include all other genders. As used herein, "business day" means any day other than a Saturday, Sunday or other day on which commercial banks in Hinesville, Georgia are authorized or required to be closed. In the event that any date or any period provided for in this Agreement shall end on a day that is not a business day, the applicable date or period shall be extended to the first business day following such non-business day.

Section 8.14. Indemnification.

(a) For purposes of this Agreement, "Damages" shall mean any and all lawsuits, claims, actions, injuries, damages (including, but not limited to, punitive, consequential and exemplary damages), losses, fines, penalties, sanctions, deficiencies, judgments, awards, costs, expenses (including, without limitation, reasonable fees, disbursements, and costs of attorneys, accountants, experts and investigators), settlement payments, liabilities (including strict liability), remediation expenses, loss of goodwill, corrective action costs, and other obligations, including, without limitation, property damages and bodily or personal injuries, illnesses and deaths (whether or not such injury is physically manifest, or emotional in nature without any attendant physical manifestation of such injury), and in each case regardless of whether such matters are groundless, fraudulent or false;

(b) To the extent permitted by law, the City shall indemnify, protect, defend and hold harmless Walmart and Bryant and their affiliates and its and their respective directors, stockholders, members, managers, officers, employees, agents, contractors, consultants, representatives, successors, transferees and assigns (collectively, the "Indemnified Parties") from and against any and all Damages arising from, relating to or associated with any actual or alleged (i) actions or omissions of the City or its employees, contractors, agents, or representatives in connection with the performance of the Work, (A) any lien, security interest, claim or encumbrance in favor of any person or entity making a claim by reason of having provided labor, materials or equipment relating to the services, and (B) any injury, damage, harm or loss arising directly or indirectly from, relating to or in any manner connected with the escape, seepage, leakage, spillage, emission, discharge, release or threatened release of any Hazardous Substances (as hereinafter defined), contaminants, oil or radioactive materials from any premises as a result of or connected with the City's operations and/or performance of the Work, even if not discovered or alleged until after the termination of this Agreement, asserted or arising under any Environmental Laws, as hereinafter defined, and/or (ii) any breach, violation or default by the City or its employees, agents, or contractors, including, without limitation, any violation of any law, statute, ordinance, order, rule or regulation, including, without limitation, any Environmental Laws, and those set forth herein;

(c) If an Indemnified Party has a right against a person (other than another Indemnified Party or one of Walmart's insurers) with respect to any Damages paid to such Indemnified Party by the City, then the City, to the extent of such payment, shall be subrogated to the right of such Indemnified Party;

(d) If requested by the City, the Indemnified Parties shall cooperate (i) in contesting any claim for Damages, which the City elects to contest, or (ii) if appropriate, in making any counterclaim against the person asserting the claim, or any cross-complaint against any person; provided, that the City shall reimburse the Indemnified Parties for any reasonable out-of-pocket expenses incurred by them in so cooperating;

(e) If an Indemnified Party receives notice of the assertion, filing or service of any lawsuit, claim, demand, action, liability or other matter that is or may be covered by this indemnity, Walmart or Bryant shall promptly notify the City thereof in writing; provided that no failure by Walmart to give timely notice shall relieve the City of liability hereunder. Upon receipt of notice, from whatever source, of any such lawsuit, claim, demand, action, liability or other matter covered by this indemnity, the City shall immediately take necessary and appropriate action to protect the Indemnified Parties' interest, with counsel satisfactory to Walmart and Bryant; provided that, Walmart and Bryant, at their sole and absolute discretion, retain the right to select and appoint counsel to defend any Indemnified Party and/or to replace any counsel that either determines is unacceptable with new counsel (and the fees and expenses of such new counsel shall be payable by the City). The Indemnified Parties shall at all times have the right to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against them.

(f) The indemnification obligations set forth in this Agreement (i) are independent of, and will not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with) or damages or benefits payable under workers' compensation or other statutes, (ii) are not diminished or limited in any way by any insurance carried in whole or in part by Walmart and Bryant, which shall in all cases function in excess of these indemnification obligations, and (iii) will survive the termination of this Agreement until all matters covered by this indemnity are fully and finally barred by applicable law. The indemnification provisions in this Agreement shall include all applicable law affecting the validity or enforceability of those provisions, and the applicable law will operate to amend those provisions to the minimum extent necessary to bring the provisions into conformity with the applicable law. The provisions, as modified, shall continue in full force and effect.

(g) ALL INDEMNIFICATION OBLIGATIONS HEREIN SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE INDEMNIFIED PARTIES' BENEFIT, REGARDLESS OF THE CAUSE(S) OR ALLEGED CAUSE(S) OF THE CLAIMS.

As used herein, (i) "Hazardous Substances" shall mean any waste, pollutant, chemical, hazardous material, hazardous substance, toxic substance, hazardous waste, special waste, solid waste, asbestos, radioactive materials, polychlorinated biphenyls, petroleum or petroleum-derived substance or waste and any other pollutant, material, substance or waste regulated under or as defined by any Environmental Laws, and (ii) "Environmental Laws" means all present and future federal, state and local laws, statutes, regulations, rules, ordinances and common law, and all judgments, decrees, orders, agreements or permits, issued, promulgated, approved or entered thereunder by any government authority relating to pollution or Hazardous Substances or protection of human health or the environment, including. without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, the Superfund

Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so called federal, state or local "Superfund" or "Superlien" statute, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

Section 8.15. Insurance.

(a) Coverage. The City shall procure or cause to be procured and maintain during the term of this Agreement, at the City's sole cost and expense, with an insurance company or companies acceptable to the other Parties the following insurance in the amounts and with the conditions set forth below:

i. Workers' Compensation insurance with statutory limits or if no statutory limits exist, with minimum limits of $500,000 per occurrence; provided that, if the City is a sole proprietor and is not, pursuant to applicable laws, statutes, rules or regulations, required to carry Workers' Compensation insurance, the City shall provide to the other Parties a certificate or other documentation issued to the City by the applicable state or local agency or authority with jurisdiction over such matters stating that the City is not so required to carry such insurance, which certificate or documentation shall be satisfactory to the other Parties in its sole discretion.

ii. Employer's Liability insurance with minimum limits of $500,000 for each employee for bodily injury by accident and for each employee for bodily injury by disease.

iii. Commercial General Liability insurance, including Personal and Advertising Injury, Environmental Liability, Products Completed Operations, Medical Payments, Bodily Injury, and Property Damage, with minimum limits of $500,000 per occurrence, $1,000,000 general aggregate and completed operations aggregate, $500,000 personal and advertising injury per occurrence, and $50,000 medical expense. The City shall cause each insurance company issuing completed operations insurance coverage as required herein to include Walmart and Bryant and their subsidiaries, affiliates, officers, directors, employees and agents as "additional insureds" with respect to such completed operations coverage. Such Commercial General Liability insurance shall also contain contractual liability coverage with minimum limits of $1,000,000 per occurrence, and $2,000,000 in the aggregate, insuring all liability assumed by the City pursuant to this Agreement. This insurance shall not be self-funded, collateralized or based on any type of fronting arrangement, or issued through a captive insurance company.

iv. Business Automobile Liability insurance, including personal injury and property damage, with minimum combined single limits of $500,000. The City shall cause each insurance company to provide coverage for liability arising out of the operation of owned, hired, and non-owned vehicles.

(b) Requirements. Such insurance required herein must be carried with insurance companies that are financially sound, licensed to do business in the state where the services are being performed, and acceptable to Walmart and Bryant. The City shall cause each insurance company (i) to issue the insurance on an occurrence basis, (ii) to provide defense coverage for liability insurance policies as an additional benefit and not within the limits of liability, (iii) to issue an endorsement to all policies stating that the policies are primary and that the other Parties' policies are excess, secondary and noncontributing, (iv) to issue an endorsement to all policies to provide a waiver of subrogation in favor of Walmart and Bryant, (v) to issue an endorsement to all policies, except the workers' compensation and employer's liability insurance policies, to include Walmart and Bryant and any of their respective subsidiaries, affiliates, officers, directors, employees, and agents as "additional insureds," (vi) to include in each insurance policy a provision that the insurance company or companies shall not cancel, non-renew, or change coverage from the requirements of this Agreement without providing at least 30 days' advance written notice to Walmart and Bryant, and (vii) with respect to workers' compensation and employer's liability insurance, to issue a stop gap endorsement for monopolistic states. The insurance company or companies shall not exclude from coverage the negligence, strict liability, or gross negligence, whether sole or otherwise, of the "additional insureds." Additionally, the insurance company or companies shall not include any third-party beneficiary exclusion in the policies required herein. The City releases Walmart and Bryant and any of their subsidiaries, affiliates, officers, directors, employees, and agents from any liability covered by the insurance for which subrogation is waived; the release applies to any liabilities, no matter how caused, not just to insurance proceeds actually received. The City shall provide to Walmart and Bryant at least 30 days' advance written notice of any contemplated cancellation, non-renewal, or change in insurance coverage that would not meet the requirements herein. Upon request, the City shall provide to Walmart and Bryant a certified copy of any and all insurance policies and any and all insurance policy information for those policies required in this Agreement.

(c) Deductible. The City shall not procure an insurance policy or policies with deductibles or self-insured retentions in excess of $10,000. The City shall pay all deductibles or self-insured retentions applicable to the insurance policy or policies that the City is required to provide or cause to provide under this Agreement.

(d) Certificates. The City shall provide or to be provided to Walmart and Bryant on or before the Effective Date, and at least 30 days prior to the expiration of a policy or policies of insurance in effect during the term of this Agreement, a certificate or certificates of insurance evidencing all required insurance in this Agreement which are acceptable to Walmart and Bryant. All certificates, among other things, shall:

i. Show Walmart Inc., its subsidiaries and affiliates as a certificate holder and Walmart's address as 2608 SE J Street, Bentonville, Arkansas 72716-0550. Show Bryant as a certificate holder.
ii. Show the City as the named insured.
iii. Show the names of the insurance companies providing each coverage, their addresses, the policy numbers of each coverage, and policy dates of each coverage.

iv. Show the name of the person providing the certificate and that person's address and telephone number.

v. Contain the signature of an authorized representative of the person providing the certificate.

vi. Show that each insurance company named Walmart and its subsidiaries, affiliates, officers, directors, employees, and agents, and Bryant, as additional insureds in each insurance policy as required herein.

vii. Confirm waivers of subrogation.

viii. Show the amounts of all deductibles and self-insured retentions.

ix. Show the primary status of each insurance policy and aggregate limits per location.

x. Have attached executed and signed copies of all required endorsements to each insurance policy, which shall include the commitment that each insurance company shall issue each insurance policy to the named and additional insureds, and that each policy is in full force and effect, and that each insurance company shall give to Walmart and Bryant at least thirty (30) days' advance written notice, by certified mail, return receipt requested, in the event of cancellation, non-renewal, or change in coverage that would not meet the requirements herein of any insurance policy. Accordingly, with respect to obligations owed by the insurers to the named and additional insureds under the policies required herein, such endorsements shall not contain the phrases "endeavor to" and "but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representatives," or similar phrases.

xi. Contain the following express provision: "This is to certify that the policies of insurance described herein have been issued to the Insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal, or material reduction in coverage affecting the certificate holder, thirty (30) days' prior written notice will be given to the certificate holder by certified mail or registered mail, return receipt requested."

xii. Have any and all disclaimers deleted from the certificate to the extent that such disclaimers conflict with the above requirements.

(e) Breach; Indemnity. The City's failure to procure and maintain or cause to be maintained the required insurance shall constitute a material breach of, and default under, this Agreement. If the City fails to remedy the breach within ten (10) days after notice from Walmart or Bryant, Walmart or Bryant may, in addition to any other remedy available to them, at their option, purchase the insurance, at the City's expense, or immediately terminate this Agreement. To the extent permitted at law, the City shall indemnify and defend Indemnified Parties from and against any Damages or other losses (including, but not limited to, prosecution of claims for coverage against any insurer) arising from the City's failure to procure and/or maintain the insurance.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals as of the above first date written.

[Signatures on the next page]

CITY OF HINESVILLE, GEORGIA

_____(SEAL)
KENNETH HOWARD, City Manager

WALMART, INC.

By: _____(SEAL)
Name: _____
Title: _____

THE MICHAEL E. BRYANT LIFE TRUST

_____
DANIEL M. BRYANT, CO-TRUSTEE

_____
WENDI B. DIAMOND, CO-TRUSTEE

_____
THOMAS J. RATCLIFFE, JR., CO-TRUSTEE

7.5.

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Veterans Parkway Traffic Signal Bid

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: To Present for Mayor and Council Consideration, Award of bid for the Veterans Parkway traffic signal installation.

BACKGROUND:

1. The Permit for the signal was issued in August, 2023 for the Veterans parkway signal at the Walmart driveway.
2. The project was properly advertised for construction bid in October, 2023.
3. Two bids were received for the project on November 8, 2023
    1. Platinum Paving & Concrete, Pooler, GA. bid = $2,313,045.99
    2. Apac Atlantic Inc, Savannah, GA. bid = $2,395,296.50
4. Both bids were compliant with all bidding instructions.
5. The City's share of this bid amount is $771,015.33

FUNDING: TSPLOST and Partners.

RECOMMENDATION: Award the Veterans Parkway traffic Signal Project to Platnum Paving and Concrete, LLC in the amount of $2,313,045.99

ATTACHMENTS:

1. 2015-49 Bid tab

PREVIOUS COUNCIL DISCUSSION:

Veterans Pkwy & Walmart Drive Signal & Roadway Improvements

BID ITEMS
for
City of Hinesville
SE Project No. 2015-49

I certify that this tabulation is a true representation of the bids received on November 8, 2023

Item No.		Estimated Quantity	Units	Description	APAC - Atlantic, Inc Unit Price	APAC - Atlantic, Inc Total Price	Platinum Paving & Concrete, LLC Unit Price	Platinum Paving & Concrete, LLC Total Price
1		1	LS	Demolition		**$ 159,000.00**		**$ 140,000.00**
2		1	LS	Clrearing, Grubbing & Grading		**$ 195,500.00**		**$ 415,000.00**
3				**ROADWAY**				
	A.	230	LF	24" Standard Concrete Curb & Gutter	$ 92.00	$ 21,160.00	$ 57.00	$ 13,110.00
	B.	200	LF	30" Standard Concrete Curb & Gutter	$ 109.00	$ 21,800.00	$ 69.00	$ 13,800.00
	C.	200	SY	8" Crusher Run Base	$ 105.00	$ 21,000.00	$ 75.66	$ 15,132.00
	D.	2,850	SY	10" Crusher Run Base	$ 65.00	$ 185,250.00	$ 55.00	$ 156,750.00
	E.	5,750	SY	Asphalt Milling	$ 9.00	$ 51,750.00	$ 3.70	$ 21,275.00
	F.	6,450	SY	1.25" 9.5 mm Superpave Asphalt	$ 15.00	$ 96,750.00	$ 11.90	$ 76,755.00
	G.	200	SY	1.5" 9.5 mm Superpave Asphalt	$ 30.00	$ 6,000.00	$ 15.60	$ 3,120.00
	H.	3,100	SY	2" 19 mm Superpave Asphalt	$ 32.00	$ 99,200.00	$ 19.30	$ 59,830.00
	I.	2,850	SY	5" 25 mm Superpave Asphalt	$ 53.00	$ 151,050.00	$ 44.00	$ 125,400.00
	J.	210	SY	4" Raised Concrete Islands	$ 126.00	$ 26,460.00	$ 74.00	$ 15,540.00
	K.	30	SY	Conc Median w/ Type 3 Face	$ 407.00	$ 12,210.00	$ 260.00	$ 7,800.00
	L.	220	SY	Conc median w/ Type 7 Face	$ 293.00	$ 64,460.00	$ 120.00	$ 26,400.00
				ROADWAY SUBTOTAL:		**$ 757,090.00**		**$ 534,912.00**
4				**STRIPING & SIGNAGE**				
	A.	760	LF	5" Solid Yellow Centerline Striping (Thermo)	$ 2.10	$ 1,596.00	$ 1.90	$ 1,444.00
	B.	2,065	LF	5" Solid White Striping (Thermo)	$ 2.10	$ 4,336.50	$ 1.90	$ 3,923.50
	C.	95	LF	5" Skip White Striping (Thermo)	$ 1.40	$ 133.00	$ 1.25	$ 118.75
	D.	545	LF	5" Skip White Striping (2' Seg., 6' Gap) (Thermo)	$ 1.40	$ 763.00	$ 1.25	$ 681.25
	E.	1,525	LF	8" Solid White Striping (Crosswalk) (Thermo)	$ 4.85	$ 7,396.25	$ 4.50	$ 6,862.50
	F.	25	LF	5" Mini Skip Striping (Thermo)	$ 1.40	$ 35.00	$ 1.25	$ 31.25
	G.	105	LF	18" Mini Skip Striping (Thermo)	$ 6.25	$ 656.25	$ 5.60	$ 588.00
	H.	340	SY	Detail "A" White Hatch (Thermo)	$ 10.40	$ 3,536.00	$ 9.30	$ 3,162.00
	I.	390	SY	Detail "C" White Hatch (Thermo)	$ 9.00	$ 3,510.00	$ 8.00	$ 3,120.00
	J.	570	SY	Detail "C" Yellow Hatch (Thermo)	$ 9.00	$ 5,130.00	$ 8.00	$ 4,560.00
	K.	115	LF	24" Solid White Striping (Stop Bar) (Thermo)	$ 12.50	$ 1,437.50	$ 11.20	$ 1,288.00
	L.	32	EA	Pavement Marking Arrow (Type 1/2/3) (Thermo)	$ 207.00	$ 6,624.00	$ 186.00	$ 5,952.00
	M.	5	EA	Yield Sign (R1-2)	$ 588.00	$ 2,940.00	$ 5.30	$ 26.50
	N.	3	EA	"State Law Stop for Ped." Sign (R560-5)	$ 554.00	$ 1,662.00	$ 500.00	$ 1,500.00
	O.	1	EA	"No U-Turn" Sign (R3-4)	$ 831.00	$ 831.00	$ 750.00	$ 750.00
	P.	4	EA	"Left Turn Yield on Flashing Yellow Arrow" (R10-5A)	$ 692.00	$ 2,768.00	$ 570.00	$ 2,280.00
	Q.	2	EA	Overhead Street Sign D3-1	$ 1,038.00	$ 2,076.00	$ 570.00	$ 1,140.00
	R.	1	LS	Eradication of Ex. Striping not Paved Over	$ 6,233.00	$ 6,233.00	$ 5,560.00	$ 5,560.00
				STRIPING & SIGNAGE SUBTOTAL:		**$ 51,663.50**		**$ 42,987.75**

Veterans Pkwy & Walmart Drive Signal & Roadway Improvements

BID ITEMS
for
City of Hinesville
SE Project No. 2015-49

					APAC - Atlantic, Inc		Platinum Paving & Concrete, LLC	
Item No.		Estimated Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
5				**STORM DRAINAGE**				
	A.	40	LF	18" RCP	$ 327.00	$ 13,080.00	$ 155.00	$ 6,200.00
	B.	36	LF	24" RCP	$ 391.00	$ 14,076.00	$ 165.00	$ 5,940.00
	C.	3	EA	Catch Basin/Curb Inlet	$ 9,178.00	$ 27,534.00	$ 6,702.08	$ 20,106.24
	D.	1	EA	Yard Inlet (GDOT 9031S Drop Inlet)	$ 10,115.00	$ 10,115.00	$ 7,500.00	$ 7,500.00
	E.	1	EA	Concrete Flume	$ 3,463.00	$ 3,463.00	$ 6,200.00	$ 6,200.00
	F.	2	EA	New Drainage Structure over Existing Pipe	$ 12,698.00	$ 25,396.00	$ 10,000.00	$ 20,000.00
	G.	1	EA	Closure of Exisitng Box	$ 10,389.00	$ 10,389.00	$ 5,000.00	$ 5,000.00
				STORM DRAINAGE SUBTOTAL:		**$ 104,053.00**		**$ 70,946.24**
6				**EROSION & SEDIMENT CONTROL**				
	A.	1	EA	Construction Exit	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
	B.	1,000	LF	Type 'NS' Silt Fence (Non-Sensitive)	$ 4.00	$ 4,000.00	$ 3.00	$ 3,000.00
	C.	5	EA	Inlet Protection (Filter Fabric with Supporting Frame, Sd2-F)	$ 346.00	$ 1,730.00	$ 220.00	$ 1,100.00
	D.	3	EA	Curb Inlet Protection (Sd2-P)	$ 346.00	$ 1,038.00	$ 200.00	$ 600.00
	E.	1	LS	NPDES Inspections, Monitoring & Sampling		$ 20,800.00		$ 5,000.00
	F.	1	EA	Concrete Washout	$ 2,291.00	$ 2,291.00	$ 5,000.00	$ 5,000.00
	G.	1	LS	Temporary Grassing		$ 2,600.00		$ 1,800.00
	H.	1	LS	Permanent Grassing		$ 3,500.00		$ 2,300.00
				EROSION & SEDIMENT CONTROL SUBTOTAL:		**$ 40,959.00**		**$ 28,800.00**
7				**SITE IMPROVEMENTS**				
	A.	95	SY	4" Concrete Sidewalk incl Ramps	$ 211.00	$ 20,045.00	$ 100.00	$ 9,500.00
	B.	145	SF	Detectable Warning Surface	$ 76.00	$ 11,020.00	$ 100.00	$ 14,500.00
				SITE IMPROVEMENTS SUBTOTAL:		**$ 31,065.00**		**$ 24,000.00**
8				**MISCELLANEOUS**				
	A.	1	LS	Mobilization		$ 119,000.00		$ 40,000.00
	B.	1	LS	Relocation of Existing Signage		$ 29,624.00		$ 30,000.00
	C.	1	LS	Closure and Relocation of Irrigation System (WalMart)		$ 104,000.00		$ 13,000.00
	D.	1	LS	Traffic Control		$ 243,000.00		$ 436,000.00
	E.	1	LS	Traffic Signal Complete		$ 507,542.00		$ 460,000.00
	F.	1	LS	Signal Timing & Coordination		$ 9,696.00		$ 9,000.00
	G.	12	Mo	Construction Signage & Electronic Message Board	$ -	$ 43,104.00	$ 5,700.00	$ 68,400.00
				MISCELLANEOUS SUBTOTAL:		**$ 1,055,966.00**		**$ 1,056,400.00**
				TOTAL:		**$ 2,395,296.50**		**$ 2,313,045.99**

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Updated emGovPower Agreement #2024-01

Prepared by: Kimberly Ryon

Presented by: Kenneth Howard

PURPOSE: To approve the emGovPower Agreement #2024-01 to upgrade the City's accounting, code compliance and human resource applicant tracking software.

BACKGROUND: The City of Hinesville has been using EmGovPower's software for utility billing, business license, code compliance, and all accounting functions (including payroll and human resources) for several years. This software is an Access-based software that is dated. EmGov Power has upgraded their product to a web-based software. We have already converted to the new software for Utility Billing and Business License.

In addition to upgrading EmGovPower products we are already using, they will write a new program for human resource applicant tracking, false alarms, and Fire Department inspections.

FUNDING: We have set aside funds through ARPA and fund balance for the upgrades to our software.

RECOMMENDATION: To enter into an agreement with emGovPower for the upgrades to their modules we are currently using and to develop programs for human resource applicant tracking, false alarms, and Fire Department inspections.

ATTACHMENTS:
1. EmGov Updated Agreement #2024-01

PREVIOUS COUNCIL DISCUSSION:

Agreement signed this date _____ between the City of Hinesville, Georgia and emGovPower LLC for the implementation of the emGovPower cloud based applications in replacement for the older Access applications, and development of improvements in conjunction with staff from the Human Resources, and Fire departments.

Attached in exhibit A are the details of the work to be performed, as defined in prior communications.

Definitions:

Term	Meaning
emGov	emGovPower LLC
City	City of Hinesville, LCPC and DDA
Cloud	emGov applications operated using website(s) hosted in Microsoft Cloud. Also databases hosted in Microsoft Cloud.
Access	Older applications primarily operated using Microsoft Access and local SQL databases.
Citizen Web	Broadly, city's web presence related to emGov applications.

Applications

Work shall be performed on the implementations to replace the following existing Access applications with emgov's Microsoft cloud-based solutions:

Application	Specific conditions
Payroll	Replacement of access application for three entities (City, LCPC)
Employee Dashboard	Available as part of payroll functionality, totally optional

Accounts Payable	Replacement of access application for three entities (City, LCPC, DDA)
Requisitions	Replacement for Access Requisitions
Purchasing	Replacement for Access Purchasing
Capital Assets	Replacement for Access Fixed Assets
Code Compliance	Replacement for Access Code Compliance
Human Resources	Replacement of access application for three entities (City, LCPC, DDA)
Budget Preparation	Replacement for Access Budget Preparation module
Budgetary Accounting	Replacement of access application for three entities (City, LCPC, DDA)
Citizen Dashboard	Extension to existing Citizen Web application to incorporate applicant tracking, permit handling, invoice payment, utility billing requests, etc.

Work shall be performed to analyze, design, and development of application enhancements, as defined below:

Application Enhancements	Specific conditions
Alarms Management	Implement – analysis and coding performed previously
Fire Department Inspections	Modifications to code compliance module to allow the Fire Department to use the inspections, tracking, fees, and data structures from code compliance to manage their regular inspections.

PO Box 1299 Matthews, NC 28106 T: (704) 849-8242 x202 www.emGovPower.com ernie@emgovpower.com

HR Applicant Tracking	Analysis and design of a replacement for the CivicHr application expring October 1, 2024. emGov to design, and implement on approval of design by HR department. Analysis and design will be complete within 45 days of signature of this agreement, based on availability of local staff.

Infrastructure

emGov will establish and maintain three sets of databases in the Microsoft Cloud, as follows:

Database	Purpose
hinesville_data (LIVE)	Live database, in use for last 5 years. Applications to be added to this database
hinesville_data_test (TEST)	Copy of live city database. Normally used for testing
hinesville_lcpc_data	LCPC live database
hinesville_dda_data	DDA live database
hinesville_site	Normal site database controlling security and access.

emGov will establish and maintain three sets of image stores in the Microsoft Cloud, as follows:

Database	Image Storage
hinesville_data (LIVE)	Already exists, used for UB and RV
hinesville_lcpc	New image storage
hinesville_dda	New image storage

Timetable

Work will commence immediately on signing of this document. The conversions have been tested allowing for the beginning of implementations of applications. Final schedule will be defined during initial month, to coincide with departmental needs and staffing. Suggested priority of implementation is as follows:

Month and Order		Specifics
February 2024	Conversion	(City) Payroll, Capital Assets, Human resources, Budgetary Accounting (data-as of)
	Training	Payroll, Capital Assets, Requisitions
	Parallel	(City) Payroll
	Testing	Requisitions (one department)
	Live	(City) Payroll, Capital Assets
March 2024	Conversion	Budgetary Accounting (data- as of), Budget Prep, Requisitions, Alarms
	Training	Human Resources, Budget Prep, Alarms Requisitions training (group)
	Parallel	Alarms, Human Resources
	Analysis	HR Applicant Tracking replacement module Code Compliance Review
	Testing	Code compliance (play)
	Live	Alarms, Budget Prep, Requisitions, Human Resources
April 2024	Conversion	Budgetary Accounting (data- as of), Payables, Purchasing,
	Training	Payables, Purchasing

	Parallel	Payables, Purchasing
	Analysis	Decision: Human Resources' decision on whether to complete development or not.
	Testing	(LCPC) Payroll, Payables, (DDA) Payables
	Live	Payables, Purchasing
May 2024	Conversion	Budgetary Accounting
	Training	Budgetary Accounting
	Parallel	Budgetary Accounting
	Live	Budgetary Accounting
June 2024	Conversion	Code Compliance
	Training	Code Compliance
	Parallel	Code Compliance
	Live	Code Compliance
July 2024	Conversion	Fire Department Inspections
	Training	Fire Department Inspections
	Parallel	Fire Department Inspections
	Live	Fire Department Inspections

Responsibilities and Groundrules

Both emGov and the City realize that the successful completion of this agreement is based on diligent planned work of all parties. To assure complete communications, schedules, and proper expectations, both emGov and City team members agree to a bi-weekly scheduled status meeting to occur at the same time and day of the week during this transition. Staff will work out the schedule. In general, the responsibilities are defined below:

emGov responsibilities

- Establishment of suitable websites and databases in the Microsoft cloud world to support the City, LCPC and DDA needs
- Implementation of tested cloud-based applications as defined in this agreement in replacement of Access-based applications now in operation
- Customizations as needed (and agreed to) to produce solutions meeting the City's needs
- Conversion of Access-SQL (hmssql) data to cloud format for test, and then for live operation
- Conversion of CivicHR data to comparable Cloud based data tables
- Conversion of Alarms spreadsheet data to suitable format in cloud database
- On-site classroom-based training of City (and LCPC/DDA) staff in operation of the applications
- Analysis and design of application to replace the CivicHR solution now operated by the City. Subsequent development dependent on departmental approval of design.
- Connection of Access-report engine to cloud-database in read-only mode
- Other responsibilities as may arise in completion of this implementation.

City responsibilities

- Timely validation of converted data from access system to cloud system – by application
- Details of required customizations based on application review, current usage, and prior modifications to access products.
- Capture of CivicHR data from current vendor
- Scheduling, organizing, recording of onsite classroom training for suitable employees on each application. Recordings shall be jointly owned and provided to emGov for inclusion in its product training.
- Certification of training by person and application prior to LIVE operation of each
- Review of designs of new programming (Human Resources applicants, Fire Department inspections) for completeness and suitability for use. Documentation of results.
- Establishment and management of user roles in security database
- Other responsibilities as may arise in completion of this implementation.

Approval Process

- All coding enhancements and/or modifications will be designed by emGov and provided to departmental management for their approval. No work will be done without approval in advance by City staff.
- City staff will further approve the modification and/or enhancement when installed into the TEST application before LIVE operation of the module. Obviously, presently unknown needs may occur after live operation, and they will be handled as required.
- All requests and needs by the City shall be documented in RFW's, assuring that all emGov staff are aware of the need and can respond promptly. During conversion, testing, parallel operations…. other messaging mechanisms (email, phone) may be used as needed to convey information and avoid delays.

Financials

As defined in Exhibit A (details and estimate), emGov will invoice as follows for this implementation. Further, expenses for onsite training shall be invoiced as incurred.

Category of Implementation Cost	Standard Rate - Hours	Estimated total this project
License to Cloud Applications – City	$ 35,000	Waived
License to Cloud Applications – LCPC	$ 15,000	Waived
License to Cloud Applications- DDA	$ 15,000	Waived
Conversion of Data – Access to Cloud	8 hrs	$ 900
Conversion of Data – New Development	28 hrs	$ 2,100
Modifications/Enhancements – Access to Cloud	80 hrs	$ 16,000
Design Analysis – Applicant Tracking	30 hrs	$ 3,000
Modifications/Enhancements – New Development	96 hrs	$ 19,200
On-site Training – Access to Cloud (*)	92 hrs	$ 18,400
On-site Training – New Development (*)	24 hrs	$ 4,800
	Estimated Total	$ 64,400

Category of Maintenance Cost	Monthly	Yearly
Software maintenance as now – all existing applications whether access or cloud based.	$ 2,600 (no change)	$ 31,200
Microsoft Maintenance costs – additional database for LCPC – begins March 2024 (database create)	$ 125	$ 1,500
Microsoft Maintenance costs – additional database for DDA – begins March 2024 (database create)	$ 75	$ 900
Maintenance for New application – Alarms Begins on live operation	$ 50	$ 600
Maintenance for New application – Applicants Begins on live operation	$ 100	$1,200
Maintenance for New application – Fire Inspections Begins on live operation	$ 50	$ 600

Optional: emGov recommends a yearly on-site training refresher class for each application, especially when staffing changes. Most applications can complete in ½ to 1` day of time, but the class curriculum and timing will be decided jointly. If the City chooses to take advantage of this training, the costs are shown below. Note the significant discount from normal on-site daily rates.

On-site Refresher Training	Standard Rate	This Agreement Rate
Per day of training	$2,000 plus expenses	$ 1,000 plus expenses

Designated Personnel

While departmental and developmental resources will be involved in the application implementation process, approvals shall be performed as below:

Responsibility City emGov

Contract Terms	Kenneth Howard	Ernest Aschermann
Financial	Kim Ryon	Ernest Aschermann
Project Management	Nakeya Davis, Kim Ryon	William Apodaca

This agreement approved by signatures below.

Kenneth Howard, City of Hinesville

_____

Ernest W. Aschermann, emGovPower

PO Box 1299 Matthews, NC 28106 T: (704) 849-8242 x202 www.emGovPower.com ernie@emgovpower.com

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: YR 2024 Alcohol Beverage License Renewals

Prepared by: Deridra Weeks

Presented by: Deridra Weeks

PURPOSE: 2024 Alcohol Beverages License Renewal

BACKGROUND: Current establishment request renewal of their Alcohol Beverage License for Year 2024

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:
1. Massa African Restaurant Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

SUMMARY SHEET FOR ALCOHOL LICENSE

NAME OF BUSINESS	Massa African Restaurant
ADDRESS OF BUSINESS	812 Elma G Miles Pkwy Hinesville, GA 31313
NAME OF APPLICANT(S)	Gaelle Massa
NAME OF LOCAL MANAGER	Gaelle Massa
APPROVED BY HPD	YES 01/26/2024
APPROVED BY ZONING	YES 01/18/2024
APPROVED BY INSPECTIONS DEPARTMENT	YES 01/23/2024
APPROVED BY HFD	YES 01/23/2024
TYPE OF LICENSE	Consumption on premise Beer
SUNDAY SALES	Yes

NOTES: <u>This business operates as a restaurant. This location is not on probation.</u>

City Council ( ) Approved ( ) Disapproved by _____ Date <u>02-01-2024</u>

City of Hinesville, Georgia, Council Meeting

Date:	February 1, 2024
Agenda Item:	Alcohol Beverages & Food Sales Quarterly Report for Class I, II, & IV
Prepared by:	Deridra Weeks
Presented by:	Deridra Weeks

PURPOSE: To inform Mayor and Coucil of the status of the Alcohol Beverage and Food Sales Quarterly Report for Class I, II, and IV.

BACKGROUND: All Class I, II, and IV alcohol beverage establishments must complete an alcohol beverage and food sales quarterly report. This report is due on or before the 20th day of the month following the end of each calendar quarter.

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:
1. 4th Quarterly Report

PREVIOUS COUNCIL DISCUSSION: None

2023 Quarterly Alcohol Food & Sales Report

Organization	Type	Address	Owner	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD %	Date Received
Class 1 - Restaurant with full kitchen no bar (90% food)									
HINESVILLE TACOS LLC **DBA:** FLACOS TACOS 4	B,W	744B E OGLETHORPE HWY	MARILU MICHEL	A - 0.55 % F - 99.45 %	A - 1.25 % F - 98.75 %	A - 1.51 % F - 98.49 %	A - 1.4 % F - 98.6 %	A - 1.14 % F - 98.86 %	1st - 04/20/23 2nd - 07/20/2023 3rd - 10/20/23 4th - 1-19-24
MASSA AFRICAN RESTAURANT **DBA:** MASSA AFRICAN RESTAURANT	B	812 ELMA G MILES PKWY	MASSA GAELLE FOKOU				A - 0.32 % A - 1 % C - 100 % F - 94 % F - 99 %	A - .2 % A - 0.22 % C - 100 % F - 95 % F - 99.8 %	4th - 10-13-23 4th - 1-16-24
SAWADEE THAI CUISINE LLC **DBA:** SAWADEE THAI CUISINE LLC	B,W	351C DEAL ST	VIMOLRAT PROMPALIN	A - 1 % F - 99 %	A - 1 % F - 99 %	A - 99 % F - 99 %	A - 99 % F - 99 %	A - 1 % F - 1 %	1st - 4/18/23 2nd - 07/19/2023 3rd - 10/18/23 4th - 1-18-24
YELLOW BEE **DBA:** YELLOW BEE	B,W	740 E GENERAL STEWART WAY STE 106	MYNITTA MCCRAY	A - 8.83 % F - 91.17 %	A - 7.22 % F - 92.78 %	A - 6.52 % F - 93.48 %			1st - 4/18/23 2nd - 07/20/2023 3rd - 10-18-23
Class 2 - Restaurant with full kitchen and a bar (60% food)									
BRG BEVERAGES LLC **DBA:** CHILIS GRILL AND BAR	B,L,W	623 W OGLETHORPE HWY	GREGORY J CYRIER Ashley Linville - Mgr	A - 12.4 % F - 87.6 %	A - 9.31 % F - 90.69 %	A - 8.55 % F - 94.45 %	A - 8.3 % F - 91.7 %	A - 9.7 % F - 90.3 %	1st - 05/01/2023 2nd - 07/20/23 3rd - 10/13/23 4th - 1-16-23
EL CAZADOR MEXICAN RESTAURANT 2 INC **DBA:** EL CAZADOR MEXICAN RESTAURANT 2	B,L,W	809 WILLOWBROOK DR STE 114	BERNARDINO JAMIE LUCIA V LINVILLE - Mgr	A - 13.37 % F - 86.63 %	A - 13.86 % F - 86.14 %	A - 11.98 % F - 88.02 %	A - 12.10 % F - 87.90 %	A - 12.97 % F - 87.03 %	1st - 04/20/23 2nd - 07/19/2023 4th - 1-18-22
FROZEN PARADISE BAR AND GRILL LLC **DBA:** FROZEN PARADISE BAR AND GRILL LLC	B,L,W	818 ELMA G MILES PKWY	DELROY LESLIE	A - 4.52 % F - 95.48 %	A - 3.99 % F - 96.01 %	A - 5.2 % F - 94.8 %	A - 2.65 % F - 97.35 %	A - 4.15 % F - 95.85 %	1st - 4/7/23 2nd - 07/05/2023 3rd - 10-18-23 4th - 1-12-24
GATAS SPORTS BAR & GRILL **DBA:** GATAS SPORTS BAR & GRILL	B,L	811 ELMA G MILES PKWY	FARID GHARACHORLOO Local Manager						
HINZE ENTERPRISES LLC **DBA:** ZUM ROSENHOF GERMAN RESTAURANT	B,L,W	103 B MIDWAY ST	ANKA HINZE	A - 20 % F - 80 %	A - 20 % F - 80 %	A - 19 % F - 81 %	A - 19 % F - 81 %	A - 19 % F - 81 %	1st - 4/13/23 2nd - 07/13/2023 3rd - 10/13/23 4th - 1-17-24

Organization	Type	Address	Owner	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD %	Date Received
JJs BAR AND GRILL LP **DBA:** JJs BAR AND GRILL	B,L,W	726 E OGLETHORPE HWY	JOSE ESPADAORITZ	A - 25 % F - 75 %	A - 24 % F - 76 %		A - 26 % A - 39 % F - 61 % F - 74 %	A - 25 % F - 75 %	1st - 04/19/2023 2nd - 07/19/23 4th - 1/18/24 4th - 10/20/2310
KYOTO GA INC **DBA:** KYOTO GA INC	B,L,W	213 W OGLETHORPE HWY	WU NI	A - 3 % F - 97 %	A - 3 % F - 97 %		A - 3 % F - 97 %	A - 3 % F - 97 %	1st - 10/20/23 1st - 4/21/23 2nd - 07/19/2023 4th - 1-18-24
LATIN DREAM ENTERPRISES INC **DBA:** LATIN DREAM ENTERPRISES INC	B,L,W	230 W GENERAL SCREVEN WAY STE 100	ANA MOREL		A - 21 % F - 79 %	A - 25 % F - 75 %			2nd - 8/4/2023 3rd - 10/20/2023
O.D. CRABHOUSE INC **DBA:** O.D. CRABHOUSE INC	B,L,W	708 E OGLETHORPE HWY	HONG CHEN	A - 4.1 % A - 4.2 % F - 95.8 % F - 95.9 %	A - 4.1 % F - 95.9 %		A - 4.2 % A - 4.3 % F - 95.7 % F - 95.8 %	A - 4.2 % F - 95.8 %	1st - 07/18/2023 1st - 4/19/23 2nd - 07/18/2023 4th - 10/17/23 4th - 1-18-23
RARE HOSPITALITY INTERNATIONAL INC **DBA:** LONGHORN STEAKHOUSE 5564	B,L,W	825 W OGLETHORPE HWY	DANIEL TRACEY	A - 9 % F - 91 %	A - 9 % F - 91 %	A - 8 % F - 92 %	A - 9 % F - 91 %	A - 9 % F - 91 %	1st - 4/19/23 2nd - 07/19/2023 3rd - 10/17/23 4th - 1-18-24
RODEO MEXICAN RESTAURANT **DBA:** RODEO MEXICAN RESTAURANT	B,L,W	304 W OGLETHORPE HWY	LEONIDES ESCALERA	A - 14.5 % F - 85.5 %	A - 15 % F - 85 %	A - 15 % F - 85 %	A - 15 % F - 85 %	A - 15 % F - 85 %	1st - 04/18/2023 2nd - 07/18/2023 3rd - 10-13-23 4th - 1-16-24
RUBY TUESDAY OPERATIONS LLC **DBA:** RUBY TUESDAY 3415	B,L,W	543 W OGLETHORPE HWY	MARIA ALFONSO - Local Manager		A - 7 % F - 93 %	A - 11 % F - 89 %	A - 10 % F - 90 %	A - 9 % F - 91 %	2nd - 07/21/2023 3rd - 10/17/23 4th - 1-12-24
SOUTHERN WINGS **DBA:** WINGSTOP	B	207 W GENERAL SCREVEN WAY	RICHARD CONNOLLY SR Latoya Troutman-Local Mgr	A - .15 % F - 99.85 %	A - .04 % F - 99.96 %				1st - 04/18/23 2nd - 07/12/2023
Class 4 - Bowling Alley, Pool Room (60% food and billards or bowling with a minimum of 15% being food alone)									
BIG C INVESTMENTS INC **DBA:** DOODLES	B,L	105 W GENERAL SCREVEN WAY	CLAYTON T ANDERSON	A - 33.58 % C - 66.42 % F - 46.11 % R - 20.31 %	A - 35.9 % C - 64.10 % F - 44.4 % R - 19.7 %	A - 36.46 % C - 63.54 % F - 44.98 % R - 18.56 %	A - 35.27 % C - 64.73 % F - 45.94 % R - 18.79 %		1st - 04/17/23 2nd - 07/20/2023 3rd - 10/20/23 4th - 1-18-24
FANGS FOOD AND ARCADE LLC **DBA:** FANGS ISLAND	B,L,W	521 B W OGLETHORPE HWY	MING NI	A - 19 % F - 50 % R - 31 %	A - 20 % F - 56 % R - 24 %	A - 20 % F - 58 % R - 22 %	A - 19 % F - 61 % R - 20 %	A - 19 % F - 56 % R - 20 %	1st - 05/03/2023 2nd - 0720/2023 3rd - 10-22-23 4th - 1-18-24

City of Hinesville, Georgia, Council Meeting

Date:	February 1, 2024
Agenda Item:	HPD & HFD Alcohol Beverage & Food Sales Quarterly Report
Prepared by:	Wendy Bruce Sochia, Jean Marie Reynolds
Presented by:	Lloyd Slater

PURPOSE: To Present to Mayor and Council Consideration Fourth Quarter (October 2023 through December 2023) Fire and Police Department Quarterly Alcohol on Premises Report.

BACKGROUND: Quarterly activity from Fire Department reports and Police Department logs.

FUNDING:

RECOMMENDATION:

ATTACHMENTS:
1. Combined FD PD Alcohol Report Oct-Dec 23

PREVIOUS COUNCIL DISCUSSION:

Alcoholic Beverage License for Consumption on Premises Renewal: Incident Reporting Form (Fire Department)

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Establishment	Incident	10/1/2023 12/31/2023
American Legion Post 168		
1121 W Oglethorpe Hwy	Medical Assist	
	Public Service Assistance	
	Assist Police	
	Smoke scare, odor of smoke	
	Vehicle Accident	
	Cancelled en route	
	TOTAL	**0**
Big Apple	Medical Assist	
716 E Oglethorpe Hwy	Vehicle Accident	
	Emergency Medical Call	
	Alarm System Activation, No Fire	
	Cancelled en route	
	TOTAL	**0**
Chili's	Medical Assist	
623 W Oglethorpe Hwy	Vehicle Accident	
	Emergency Medical Call	
	Alarm System Activation, No Fire	
	No Incident on Arrival	
	Cancelled en route	
	TOTAL	**0**
Doodles	Medical Assist	
103 E General Screven Way	Vehicle Accident	
	Emergency Medical Call	
	No Incident on Arrival	
	Cancelled en route	
	TOTAL	**0**
El Cazador		
809 Willowbrook Plaza	Vehicle Accident	
	Cancelled en route	
	Medical Assist	
	Emergency Medical Call	
	Smoke scare, odor of smoke	
	TOTAL	**0**
Empire Entertainment	Medical Assist	
718 E Oglethorpe Hwy	Vehicle Accident	
	Alarm System Activation, No Fire	
	Cancelled en route	
	Medical Assist	
	Emergency Medical Call	
	Smoke scare, odor of smoke	
	TOTAL	**0**
Fang's Island		
521B W Oglethorpe Hwy	Medical Assist	
	Cooking fire, confined to container	
	Alarm system activation, no fire	**4**
	Cancelled en route	
	Emergency Medical Call	
	TOTAL	**4**

Alcoholic Beverage License for Consumption on Premises Renewal: Incident Reporting Form (Fire Department)

Page 2

Flacos Tacos 4	Medical Alarm	
744B W Oglethorpe Hwy	Medical Assist	
	Cooking fire, confined to container	
	Cancelled en route	
	Vehicle Accident	
	Emergency Medical Call	
	TOTAL	**0**
Frozen Paradise		
818 EG Miles Pkwy	Medical Assist	
	Cooking fire, confined to container	
	Cancelled en route	
	Emergency Medical Call	
	TOTAL	**0**
Gata's	Vehicle accident	
811 EG Miles Parkway	Accident, potential	
	Medical Assist	
	Cancelled en route	
	No incident found on arrival	
	Emergency Medical Call	
	Gasoline/other flammable liquid spill	
	TOTAL	**0**
JJ's Bar and Grill		
726 E Oglethorpe Highway	Alarm system activation, no fire	
	Medical Assist	
	Gas Leak	
	Chemical Spill or Leak	
	Vehicle Accident with injuries	
	Cooking Fire Contained	
	No incident found on arrival	
	Suicide Attempt	
	Cancelled en route	
	TOTAL	**0**
Kyoto GA Inc		
213 W Oglethorpe Hwy	Vehicle Accident	
	Water or Steam Leak	
	Vehicle Fire	
	Medical Assist	
	TOTAL	**0**
Latin Dream		
230 W General Screven Way	Medical Assist	
	Vehicle Accident Parking Lot	
	Fire Alarm	**1**
		1
Longhorn Steakhouse		
825 W Oglethorpe Highway	Alarm system activation, no fire	
	Medical Assist	
	Vehicle Accident with injuries	
	Chemical Spill or Leak	
	Vehicle Accident Hit and Run	

Alcoholic Beverage License for Consumption on Premises Renewal: Incident Reporting Form (Fire Department)
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	No incident found on arrival	
	TOTAL	**0**
Massa African Restaurant		
812 EG Miles Pkwy		
		0
OD Crabhouse		
708 E Oglethorpe Highway	Alarm system activation, no fire	
	Medical Assist	
	Vehicle Accident with injuries	
	No incident found on arrival	
	TOTAL	**0**
Rodeo Mexican Restaurant		
304 W Oglethorpe Highway	Building Fire	
	Gas Leak	
	Power line down	
	Medical Assist	
	Chemical Hazard (no spill)	
	TOTAL	**0**
Ruby Tuesday	Grass Fire	
543 W Oglethorpe Hwy	Medical Assist	1
	Arcing, shorted electical equipment	
	Emergency Medical Call	
	Smoke scare, odor of smoke	
	Vehicle Accident	
	TOTAL	**1**

Alcoholic Beverage License for Consumption on Premises Renewal: Incident Reporting Form (Fire Department)
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Sawadee Thai Cuisine		
531C Deal Street	Alarm system activation, no fire	
	Cancelled en route	
	Gas Leak	
	Sprinkler Activation, no fire	
	No incident found on arrival	
	Vehicle Accident with injuries	
	Cooking fire contained	
	Medical Assist	
	Arcing, shorted electical equipment	
	Public Service Assistance	
	Emergency Medical Call	
	Chemical Spill or Leak	
	TOTAL	**0**
Star Lounge		
744 E Oglethorpe Highway	Vehicle Accident	
	Gas Leak	
	Cancelled en route	
	Medical Assist	
	Emergency Medical Call	
	TOTAL	**0**
Wing Stop		
207 W General Screven Way	Vehicle Accident	
	Medical Assist	
	TOTAL	**0**
Yellow Bee		
802 EG Miles Pkwy	Medical Assist	
	Vehicle Accident with injuries	
	TOTAL	**0**
Zum Rosenhof	Grass Fire	
103 Midway Street	Medical Assist	
	Arcing, shorted electical equipment	
	Emergency Medical Call	
	Smoke scare, odor of smoke	
	Vehicle Accident	
	TOTAL	**0**
	GRAND TOTAL	**6**

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT	ACTIVITY	10/01/2023 - 12/31/2023
AMERICAN LEGION	MISDEMEANOR ASSAULT AND BATTERY	1
	Total	1
Friday Night/Saturday Morning Incidents		
	Total	0
BIG APPLE	SUSPICIOUS ACTS	2
	MISDEMEANOR ASSAULT AND BATTERY	2
	POSSESSION OF STOLEN PROPERTY	1
	WALK AND TALK	4
	Total	9
Friday Night/Saturday Morning Incidents		
	Total	0
CHILI'S BAR AND GRILL	ASSIST CITIZEN	1
	Total	1
Friday Night/Saturday Morning Incidents		
	Total	0
DOODLES BILLIARDS	AGGRAVATED ASSAULT	1
	DRUG VIOLATIONS	1
	SUSPICIOUS ACTS	2
	SUSPICIOUS PERSON	1
	SECURITY CHECK	1
	WALK AND TALK	1
	Total	7
Friday Night/Saturday Morning Incidents		
	Total	0

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT	ACTIVITY	10/01/2023 - 12/31/2023
EL CAZADOR RESTAURANT	VERBAL DISPUTE	1
	Total	
Friday Night/Saturday Morning Incidents		
	Total	0
EMPIRE ENTERTAINMENT	AGGRAVATED ASSAULT WITH KNIFE	1
	CONTEMPT OF COURT/FAILURE TO APPEAR	2
	DIRECT PATROL	1
	SUSPICIOUS ACTS	2
	WALK AND TALK	5
	Total	11
Friday Night/Saturday Morning Incidents		
	DIRECT PATROL	1
	DISORDERLY CONDUCT	1
	SUSPICIOUS ACTS	1
	MISDEMEANOR ASSAULT AND BATTERY	1
	VERBAL DISPUTE	1
	WALK AND TALK	2
	Total	7
FANG'S ISLAND	FALSE ALARM	1
	ASSIST CITIZEN	1
	Total	2
Friday Night/Saturday Morning Incidents		
	Total	0
FLACO'S TACOS 4	VERBAL DISPUTE	1
	Total	1
Friday Night/Saturday Morning Incidents		
	Total	0

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT	ACTIVITY	10/01/2023 - 12/31/2023
FROZEN PARADISE BAR AND GRILL	CIVIL MATTER	1
	SUSPICOUS ACT	1
	Total	2
Friday Night/Saturday Morning Incidents		
	AGGRAVATED ASSAULT WITH GUN OR FIREARM	2
	DIRECT PATROL	1
	SUSPICIOUS ACTS	2
	LOUD MUSIC	2
	Total	7
GATA'S SPORTS BAR & GRILLE	FALSE ALARM	1
	SUSPICIOUS ACT	1
	WALK AND TALK	1
	Total	3
Friday Night/Saturday Morning Incidents		
	Total	0
JJ'S BAR AND GRILL	AGGRAVATED ASSAULT	1
	ASSIST CITIZEN	2
	CRIMINAL TRESPASS	1
	ENTERING AUTO	2
	SUSPICIOUS ACTS	3
	MISDEMEANOR ASSAULT/BATTERY	4
	Total	13
Friday Night/Saturday Morning Incidents		
	ASSIST CITIZEN	1
	DISORDERLY CONDUCT	1
	WALK AND TALK	1
	Total	3

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT		ACTIVITY	10/01/2023 - 12/31/2023
KYOTO'S		SUSPICIOUS ACT	1
		Total	1
Friday Night/Saturday Morning Incidents			
		Total	0
LATIN DREAM		ASSIST OTHER AGENCY	1
		MENTAL SUBJECT	1
		SUSPICIOUS ACT	2
		Total	4
Friday Night/Saturday Morning Incidents			
		Total	0
LONGHORN STEAKHOUSE		FALSE ALARM	3
		SUSPICIOUS ACT	1
		Total	4
Friday Night/Saturday Morning Incidents			
		PUBLIC CRUNK	1
		Total	1
MASSA AFRICAN RESTAURANT		SECURITY CHECK	1
		Total	1
Friday Night/Saturday Morning Incidents			
		Total	0
O.D. Crabhouse Inc		ASSIST OTHER AGENCY	2
		Total	2
Friday Night/Saturday Morning Incidents			
			0

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT		ACTIVITY	10/01/2023 - 12/31/2023
RODEO MEXICAN RESTAURANT		ASSIST OTHER AGENCY	1
		OTHER CALLS FOR SERVICE	1
		SUSPICIOUS ACT	1
		Total	3
Friday Night/Saturday Morning Incidents			
		Total	0
RUBY TUESDAY			
		Total	0
Friday Night/Saturday Morning Incidents			
		Total	0
SAWADEE THAI CUISINE			
		Total	0
Friday Night/Saturday Morning Incidents		Total	0
STAR LOUNGE			
		Total	0
Friday Night/Saturday Morning Incidents		Total	0
WINGSTOP		SUSPICIOUS ACT	1
		WALK AND TALK	1
		Total	2
Friday Night/Saturday Morning Incidents			
		Total	0
YELLOW BEE		OTHER CALLS FOR SERVICE	1
		Total	1
Friday Night/Saturday Morning Incidents			
		Total	0

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT		ACTIVITY		10/01/2023 - 12/31/2023
ZUM ROSENHOFF GERMAN RESTAURANT				
			Total	0
Friday Night/Saturday Morning Incidents				
			Total	0

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Public Comment

Prepared by: Virginia Hendricks

Presented by: Mayor Karl A. Riles

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: February 1, 2024

Agenda Item: Mayor Riles' Report

Prepared by: Christy Deloach

Presented by:

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Councilmember Reid's Report

Prepared by: Darlene Parker

Presented by:

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Councilmember Floyd's Report

Prepared by:

Presented by:

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Mayor Pro Tem Nelson's Report

Prepared by: Wendy Bruce Sochia

Presented by: Vicky C. Nelson

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Councilmember Newby's Report

Prepared by: Kimberly St. Onge

Presented by: Dexter Newby

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

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City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Councilmember Ortiz, Jr.'s Report

Prepared by: Jean Marie Reynolds

Presented by: Jose Ortiz, Jr.

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

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City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: City Manager Howard's Report

Prepared by: Christy Deloach

Presented by: Kenneth Howard

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

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City of Hinesville, Georgia, Council Meeting

Date: February 1, 2024

Agenda Item: Executive Session

Prepared by: Christy Deloach

Presented by: Kenneth Howard

PURPOSE: To Hold an Executive Session to Discuss Personnel Matters.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION: