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
June 6, 2024
Council Chamber

1. INVOCATION

Bishop Kevin Betton of the Cathedral of Praise.

2. MINUTES

To approve the minutes from the May 16, 2024, Council Meeting.

3. UNFINISHED BUSINESS

3.1. REZONING PETITION 2024-021-H

To Present for Mayor and Council Consideration, a Petition to Rezone 0.87 Acres +/- from MFR (Multi-Family Residential) to C-2 (General Commercial) for a convenience store / Gas Station. The Property is Located at the Corner of Veterans Parkway and Pacific Place and is Further Described as LCTM Parcel 045D044. (District #3)

Action Item

4. PRESENTATIONS

4.1. CARL VINSON INSTITUTE OF GOVERNMENT AND THE GEORGIA MUNICIPAL ASSOCIATION CERTIFICATE.

To present Councilmember Newby and Councilmember Ortiz their Newly Elected Officials Institute Certificate, March 2024.

Informational Item

4.2. HPD LIEUTENANT KYLE D. LAIRAMORE RETIREMENT RECOGNITION

To Present for Mayor and Council Consideration, Chief Tracey E. Howard to Recognize the Retirement of Detective Lieutenant Kyle D. Lairamore after 22 years of service to the Hinesville Police Department.

Informational Item

5. PLANNING AND ZONING

6. PUBLIC HEARING

6.1. REZONING PETITION 2024-028-H

To Present for Mayor and Council Consideration, a Petition to Rezone 19.86 Acres +/- from R-20 (Single-Family Residential-20) to MFR (Multi-Family Residential) for apartments. The Property is located on Courtland Drive and is further described as LCTM Parcel 058B081. (District #5)

Action Item

6.2. REZONING PETITION 2024-030-H

To Present for Mayor and Council Consideration, a Petition to Rezone 17.48 Acres of Land, More or Less, from R-8 (Single-Family Residential) to C-3 (Highway Commercial) for a Shopping Center and 10.20 Acres of Land, More or Less, from C-3 (Highway Commercial) and R-8 (Single-Family Residential) to MFR (Multi-Family Residential) for Town Homes. The Property is Located on West Oglethorpe Highway and is Further Described as LCTM-Parcel 059A107. (District # 5)

Action Item

6.3. REZONING PETITION 2024-031-H

To Present for Mayor and Council Consideration, a Rezoning Petition to Rezone 15.3 Acres +/- from R-8 (Single-Family Residential-8) to MFR (Multi-Family Residential) for Apartments. The Property is Located on Ellie Lane in Hinesville and is Further Described as LCTM Parcel 047A202. (portion thereof) (District #5)

Action Item

6.4. 2024-2028 CONSOLIDATED PLAN AND THE 2024 ANNUAL ACTION PLAN

To Present for Mayor and Council Consideration, Presentation of the Draft 2024-2028 Consolidated Plan and 2024 Annual Action Plan.

Informational Item

7. NEW BUSINESS

7.1. SURPLUS EQUIPMENT REQUEST

To Present for Mayor and Council Consideration, to Declare 2004 Ford F-150 and 2005 Ford Expedition Surplus from Hinesville Fire Department.

Action Item

7.2. FISCAL YEAR 2024 BUDGET AMENDMENT RESOLUTION #2024-05

To present to Mayor and Council, Resolution #2024-05 to amend the City's budget for fiscal year ending October 31, 2024.

Action Item

7.3. TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX - RESOLUTION # 2024-06

To present proposed Resolution #2024-06 to authorize the execution of an Intergovernmental Agreement by and between the City of Hinesville and Liberty County governing, among other matters, the allocation of Transportation Special Purpose Local Option Sales and Use Tax (TSPLOST) proceeds for discussion/approval.

Action Item

7.4. HEALTH INSURANCE PLAN RENEWAL

To present the proposed health insurance renewal for the plan year beginning July 1, 2024 and to recommend use of the health insurance surplus funds to reduce the impact to our employees.

Action Item

8. BUSINESS LICENSE

8.1. TRANSIENT MERCHANT LICENSE REQUEST

To Present for Mayor and Council Consideration, Heather Perez of Phantom Fireworks has requested a 2024 Transient Merchant License to sell Fireworks at the American Legion Post 168.

Action Item

8.2. TRANSIENT MERCHANT LICENSE REQUEST

To Present for Mayor and Council Consideration, David Midgorden of TNT Fireworks has requested a 2024 Transient Merchant License to sell fireworks at Walmart #0862.

Action 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

16.2. FIRST ANNUAL SKATEBOARD CONTEST CONCEPT

To present for Mayor and Council Consideration, a concept of the first annual skateboard contest at Krebs Park.

Informational Item

17. ADJOURN

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Rezoning Petition 2024-021-H

Prepared by: Lori Parks

Presented by: Jeff Ricketson

PURPOSE: A rezoning petition has been submitted by Harikrishna Re, LLC (Kamlesh Patel) to rezone 0.87 acres +/- from MFR (Multi-Family Residential) to C-2 (General Commercial) for a convenience store / gas station. The property is located at the corner of Veterans Parkway and Pacific Place and is further described as LCTM Parcel 045D044.

BACKGROUND: The City's Attorney's office has advised that the Daycare Center at 803 Veterans Parkway next door to the tabled rezoning request 2024-021-H meets the criteria to be considered a "school" under state law. Note that the applicant's request for C-2 zoning could still be granted to provide for other commercial uses such as indoor retail, offices and eateries. However, the 300-foot distance requirement would preclude the issuance of an off-premises alcohol sales license for the property.

FUNDING: N/A

RECOMMENDATION: April 16, 2024. LCPC Commissioners recommended APPROVAL with standard conditions. May 2, 2024. Tabled by Hinesville City Council.

ATTACHMENTS:
1. Rezoning Petition 2024-021-H
2. 2024.05.02 - Ltr. to City of Hinesville
3. Legal Opinion - Rezoning Application 2024-021-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2024-021-H

A rezoning petition has been submitted by Harikrishna Re, LLC (Kamlesh Patel) to rezone 0.87 acres +/- from MFR (Multi-Family Residential) to C-2 (General Commercial) for a convenience store/ gas station. Property is located at the corner of Veterans Parkway and Pacific Place and is further described as LCTM Parcel 045D044.

Public Notification

Rezoning Petition 2024-019-H
A rezoning petition has been submitted by Philip Searles on behalf of the owners Frederick Mingledorff III and Carole Mingledorff Grinstead to rezone 14.0 acres +/- from O-I (Office Institutional) and C-2 (General Commercial) to MFR (Multi-Family Residential) for apartments. Property is located at 302 Fairhope Lane in Hinesville and is further described as LCTM Parcels 056D061 and 056D058. Property is bounded now or formerly as follows: NORTH by lands of Leo Escalera, LLC, Frederick W. Mingledorff III and Diversity Health Care; EAST by lands of Juan A. Towsend and Kim Anita Smalls, Janet Wesselmann, Aubrey and David Utz, Brian Williams, James E. Brewer, Derek L. Duke, Marion Bernard Hunter, Ellanora and Luis Perez, White Circle, LLC and The Glenn E. and Trudie Bryant Foundation; SOUTH lands of The Glenn E. and Trudie Bryant Foundation, The Michael E. Bryant Life Trust and Shawn L. and Elizabeth E. Hammock; and WEST by West Oglethorpe Highway.

Rezoning Petition 2024-020-H
A rezoning petition has been submitted by Berkshire-Hudson Capital XI, LLC to rezone 1.0 acre +/- from R-12 (Single-Family Residential-12) to C-2 (General Commercial) for a commercial/retail building including a coffee shop. Property is located at 502 and 504 West Oglethorpe Highway in Hinesville and is further described as LCTM Parcels 057B059 and 057B060. Property is bounded now or formerly as follows: NORTH by lands of Susan R. Copner; EAST by lands of Pacita V. Brinkerhoff and James E. and Holly Thames; SOUTH by lands of Darius and Audrey Dela Cruz; and WEST by West Oglethorpe Highway.

Rezoning Petition 2024-021-H
A rezoning petition has been submitted by Harikrishna Re, LLC (Kamlesh Patel) to rezone 0.87 acres +/- from MFR (Multi-Family Residential) to C-2 (General Commercial) for a convenience store/ gas station. Property is located at the corner of Veterans Parkway and Pacific Place and is further described as LCTM Parcel 045D044. Property is bounded now or formerly as follows: NORTH by lands of Child Development School Inc.; EAST Veterans Parkway; SOUTH by Pacific Place; and WEST by lands of Douglas A. Watson.

Conditional Use Request 2024-022-M
A conditional use request has been submitted by John Urrutia for outdoor sales of tow-behind trailers and lawn mowers and equipment service. Property is located on East Oglethorpe Highway in Midway and is further described as LCTM Parcel 265012. Property is bounded now or formerly as follows: NORTH by East Ogiethorpe Highway; EAST by lands of Elliot Eugene Tate; SOUTH by lands of Jerry L. Scott; and WEST by lands of Allan W. Tate.

Rezoning Petition 2024-023-H
A rezoning petition has been submitted by Harikrishna Re, LLC (Kamlesh Patel) to rezone 2.17 acres +/- from R-8 (Single-Family Residential-8) to C-2 (General Commercial) for a shopping center and convenience store. Property is located on West 15th Street in Hinesville and is further described as LCTM Parcel 030B019. Property is bounded now or formerly as follows: NORTH by West 15th Street; EAST by lands of DT Retail Properties, LLC; SOUTH by lands of Essie M. Jackson and Edith D. Bailey; and WEST by lands of Joel Pascale, Cordell Henderson, Christina and Mario Fuentes and Michael S. Eller Jr.

Rezoning Petition 2024-024-H
A rezoning petition has been submitted by 912 Living, LLC (Jessica Victoria) to rezone 0.52 acres +/- from C-2 (General Commercial) to DD (Downtown Development) for a mixed-use live/work development. Property is located on Willowbrook Drive in Hinesville and is further described as LCTM Parcel 045D020. Property is bounded now or formerly as follows: NORTH by lands of MDRR Properties, LLC; EAST by lands of SCF RC Funding, LLC; SOUTH by Willowbrook Drive; and WEST by lands of John Tzen.

Variance Request 2024-025-R
A variance request has been submitted by SNF to maintain gravel parking instead of the required paved parking. Property is located on South Coastal Highway in Riceboro and is further described as LCTM Parcels 192B031 and 192B048. Property is bounded now or formerly as follows: NORTH by Jones Street; EAST by lands of I C G S A; SOUTH by South Coastal Highway; and WEST by lands of Chemtall, Inc and City of Riceboro.

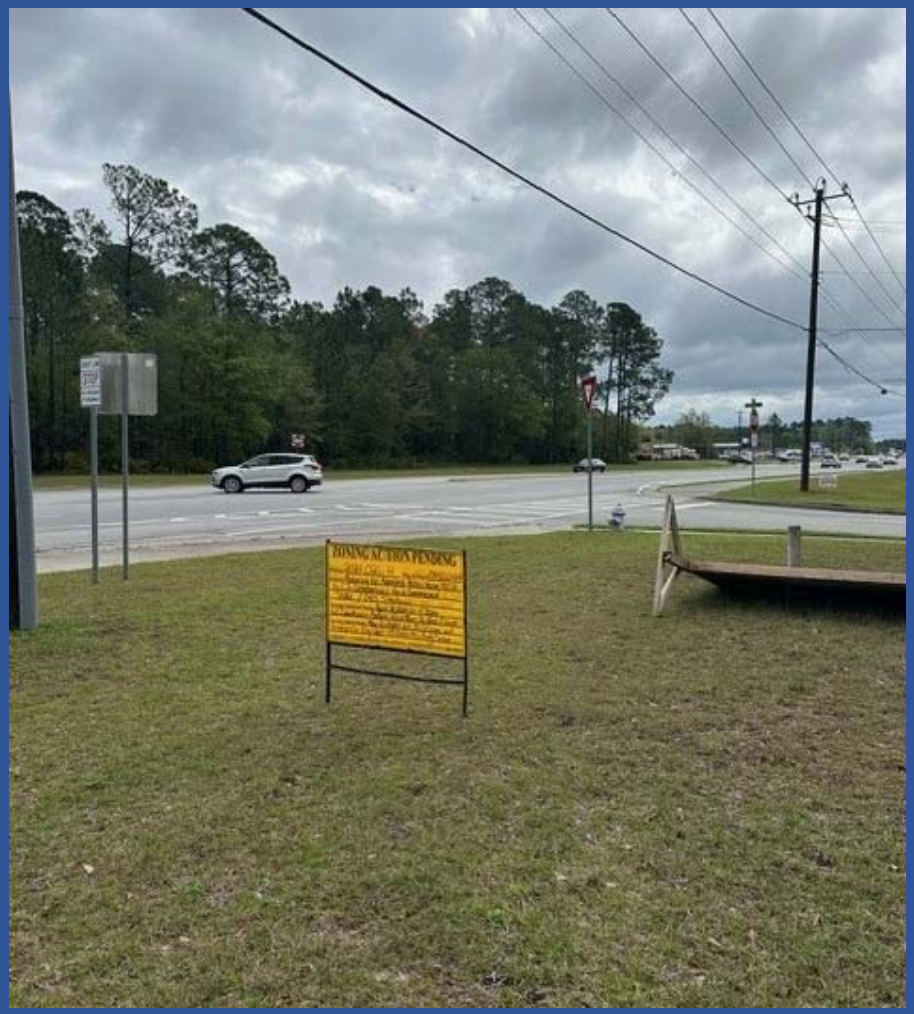
Rezoning Petition 2024-026-R
A rezoning petition has been submitted by Ray Stanley Gordon to rezone 1.0 acre +/- from A-1 (Agricultural) to MFR (Multi-Family Residential) for apartments. Property is located on EB Cooper Highway in Riceboro and is further described as LCTM Parcel 146B031. Property is bounded now or formerly as follows: NORTH by EB Cooper Highway; EAST by lands of Christ Prayer Deliverance and Outreach Ministry; SOUTH by lands of Christ Prayer Deliverance and Outreach Ministry; and WEST by lands of Christ Prayer Deliverance and Outreach Ministry.

Rezoning Petition and Conditional Use Request 2024-027-LC
A rezoning petition and conditional use request have been submitted by John Roberts Jr. to rezone 5.69 acres +/- from A-1 (Agricultural) to C-3 (Highway Commercial) for a trucking terminal with overnight semi-truck parking. Property is located on EB Cooper Highway in unincorporated Liberty County and is further described as LCTM Parcel 108001. Property is bounded now or formerly as follows: NORTH by lands of Rayonier Forest Resources LP; EAST by lands of Rayonier Forest Resources LP; SOUTH by EB Cooper Highway; and WEST by lands of Rayonier Forest Resources LP.

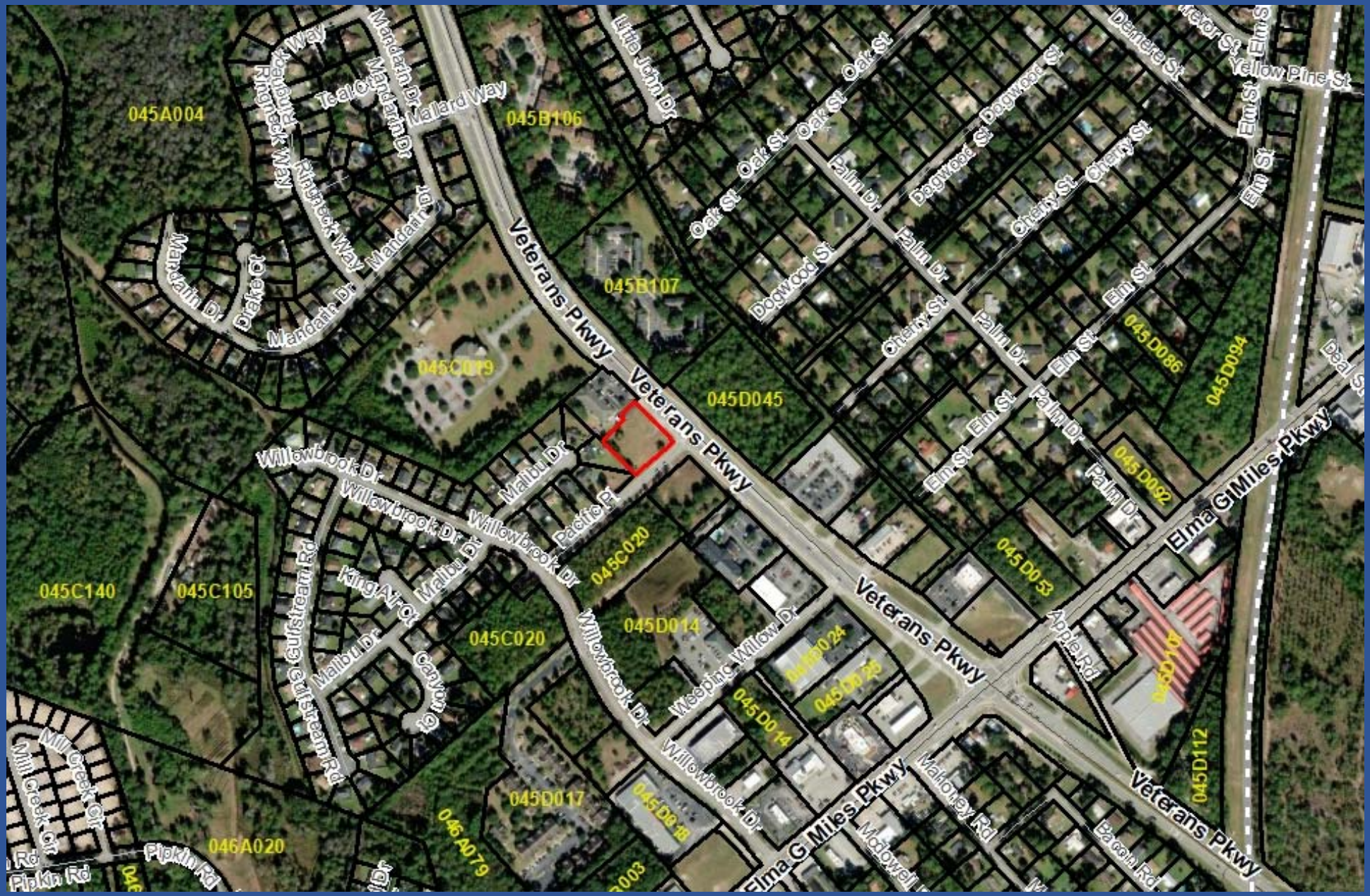
Rezoning Petition 2024-028-H
A rezoning petition has been submitted by Walthourville Properties, LLC to rezone 19.86 acres +/- from R-20 (Single-Family Residential-20) to MFR (Multi-Family Residential) for apartments. Property is located on Courtland Drive in Hinesville and is further described as LCTM Parcel 058B081. Property is bounded now or formerly as follows: NORTH by lands of United States Postal Service; EAST by Courtland Drive; SOUTH by lands of Nadine Seay and Leon Ross Seay Jr., Jeffery and Susan Leja, Hillard Clark Jr., Norris and Angela Moody and James and Clarita Donnelly; and WEST by lands of Sarah Izzard and Et Al and Liberty County Properties, LLC.

Rezoning and Annexation Petition 2024-029-R
A rezoning and annexation petition has been submitted by Leroy Williams to rezone 26.92 acres +/- from A-1 (Agricultural) to R-8 (Single-Family Residential) for a single-family residential subdivision. Annexation into the City of Riceboro is also being petitioned for. Property is located on EB Cooper Highway and is further described as LCTM Parcels 146D008 and 146D009. Property is bounded now or formerly as follows: NORTH by EB Cooper Highway and lands of Duncan Keizer, Roddy D. Neesmith and Beverly Hicks and Et Al; EAST by lands of Gregory and Annette Richardson, Michael and Ronnette McGirt, Jerry and Michelle Hargrove, Raymond White and Kenneth and Joyce LeCount; SOUTH by lands of Joe Richardson, Jerry E. Salter Jr. and Frank Lyons and Patsy Bacon; and WEST by lands of Carey McIver and Brandi and Paul Brown.

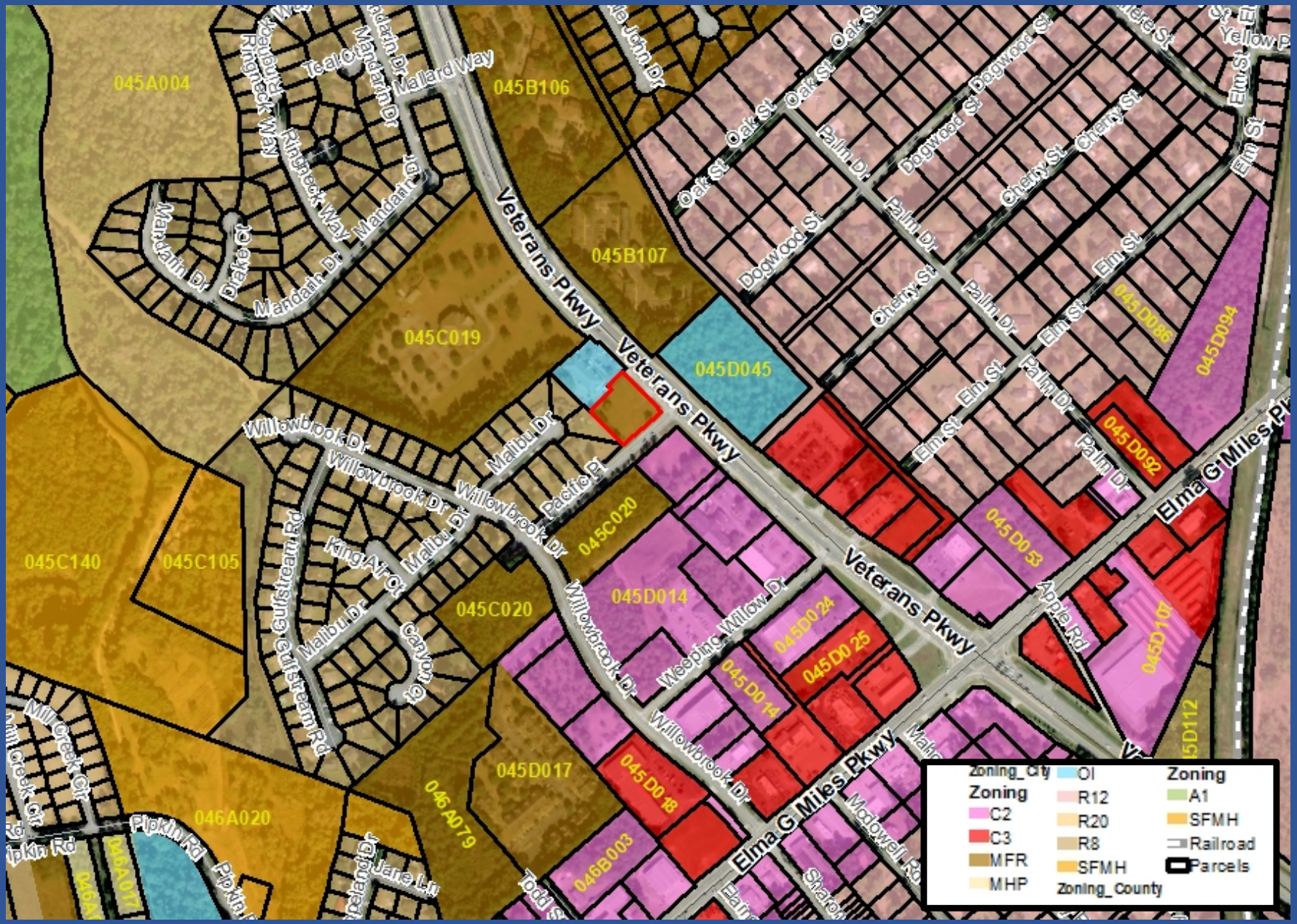
Public Hearings
The Liberty Consolidated Planning Commission will hold a public meeting April 16, 2024, at 4:30 p.m., at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.
Public Hearings to be Held by the Applicable Governing Authority:
Thursday, May 2, 2024, 3:00 p.m. – The City of Hinesville Mayor and Council will meet at Hinesville City Hall, 115 East M. L. King Jr. Drive, Hinesville.
Tuesday, May 7, 2024, 6:00 p.m. – The City of Riceboro Mayor and Council will meet at Riceboro City Hall, 4614 South Coastal Highway, Riceboro.
Tuesday, May 7, 2024, 6:00 p.m. – The Liberty County Board of Commissioners will meet at the LC Courthouse Annex, 112 North Main Street, Hinesville.
Monday, May 13, 2024, 6:00 p.m. – The City of Midway Mayor and Council will meet at Midway City Hall, 41 Charlie Butler Road, Midway.
April 11, 2024, LIBERTY CONSOLIDATED PLANNING COMMISSION
ACCOUNT # 04100401
47987 4/11/24 RL



Vicinity Map



Zoning Map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045D112
Veterans Pkwy
Elma G Miles Pkwy
Mallard Way
Mandarin Dr
Ringneck Way
Treat Ct
Drake Ct
Willowbrook Dr
Malibu Dr
Pacific Dr
Gulfstream Rd
King Air Ct
Canyon Ct
Weeping Willow Dr
Oak St
Dogwood St
Cherry St
Elm St
Palm Dr
Apple Rd
Mill Creek Cir
Pipkin Rd
Jane Ln
Zoning_City
Zoning
C2
C3
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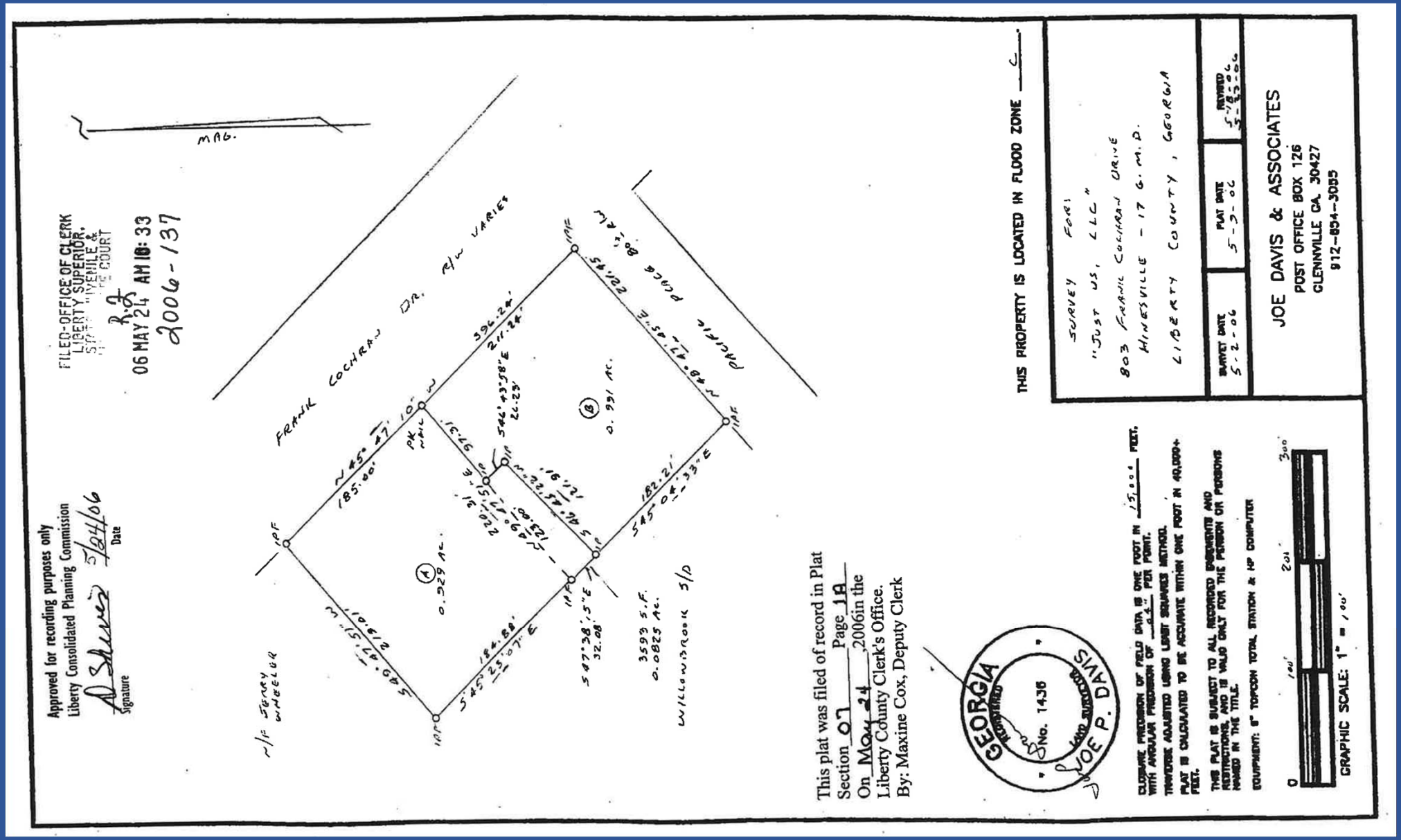
R12
R20
R8
SFMH
Zoning_County
Zoning
A1
SFMH
Railroad
Parcels

Plat


FILED-OFFICE OF CLERK
LIBERTY SUPERIOR,
06 MAY 24 AM 10: 33
2006-137
Approved for recording purposes only
Liberty Consolidated Planning Commission
Signature
Date
MAG.
FRANK COCHRAN DR. R/W VARIES
N 45° 47' 10" W
185.00'
PK NAIL
396.24'
211.24'
S 42° 43' 58" E
26.23'
0.329 AC.
0.991 AC.
184.88'
S 45° 25' 07" E
S 47° 38' 15" E
32.08'
182.21'
S 45° 04' 33" E
3599 S.F.
0.0825 AC.
WILLOWBROOK S/D
N/F SERAY WHEELER
PACIFIC PLACE
This plat was filed of record in Plat
Section 07 Page 18
On May 24, 2006in the
Liberty County Clerk's Office.
By: Maxine Cox, Deputy Clerk
GEORGIA
REGISTERED
No. 1436
LAND SURVEYOR
JOE P. DAVIS
CLOSURE PRECISION OF FIELD DATA IS ONE FOOT IN 15,000 FEET. WITH ANGULAR PRECISION OF 24" PER POINT.
TRAVERSE ADJUSTED USING LEAST SQUARES METHOD.
PLAT IS CALCULATED TO BE ACCURATE WITHIN ONE FOOT IN 40,000+ FEET.
THIS PLAT IS SUBJECT TO ALL RECORDED EASEMENTS AND RESTRICTIONS, AND IS VALID ONLY FOR THE PERSON OR PERSONS NAMED IN THE TITLE.
EQUIPMENT: 6" TOPCON TOTAL STATION & HP COMPUTER
GRAPHIC SCALE: 1" = 100'
THIS PROPERTY IS LOCATED IN FLOOD ZONE C
SURVEY FOR:
"JUST US, LLC"
803 FRANK COCHRAN DRIVE
HINESVILLE - 17 G.M.D.
LIBERTY COUNTY, GEORGIA
SURVEY DATE 5-2-06
PLAT DATE 5-3-06
REVISED 5-18-06 5-23-06
JOE DAVIS & ASSOCIATES
POST OFFICE BOX 126
GLENNVILLE GA. 30427
912-654-3055

Narrative

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

TRLONG ENGINEERING, P.C.

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

Project Narrative
Parcel # 045D 044 on Veterans Parkway
Hinesville, Georgia

The subject property, tax parcel # 045D 044, is located at the corner of Veterans Parkway and Pacific Lane in Hinesville, Georgia. The property fronts along Veterans Parkway and contains approximately 0.87 acres. The site is currently zoned for Multi-Family Residential.

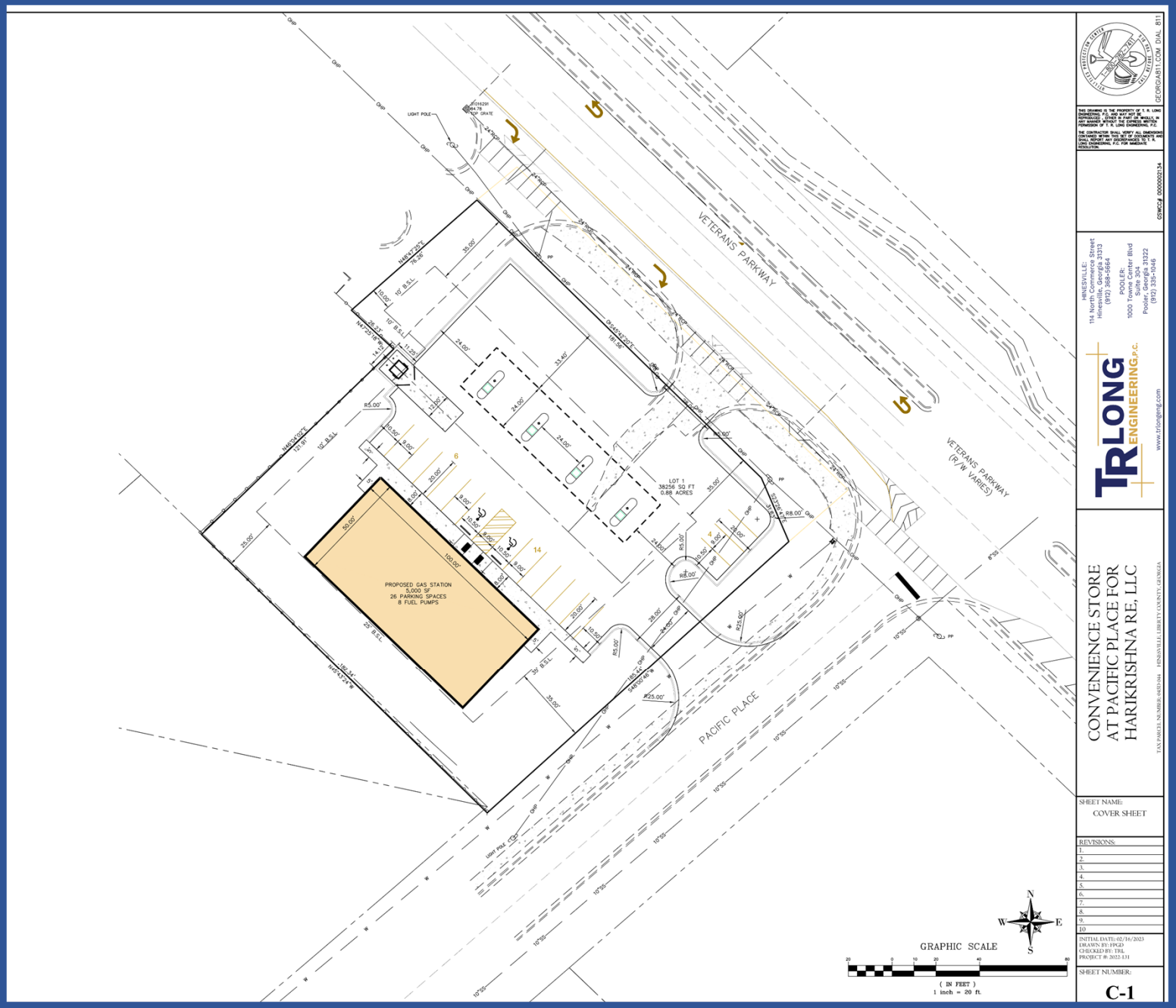
The current zoning is MFR and the proposed zoning is C2, General Commercial. The proposed use will be a convenience store with fuel pumps and parking spaces. The complex will be served by the city water and sewer.

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

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

Transportation: The primary access to the site will be from Veteran's Parkway and Pacific Place.

Plan


VETERANS PARKWAY
VETERANS PARKWAY (R/W VARIES)
PACIFIC PLACE
LOT 1
38256 SQ FT
0.88 ACRES
PROPOSED GAS STATION
5,000 SF
26 PARKING SPACES
8 FUEL PUMPS
LIGHT POLE
GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
CONVENIENCE STORE
AT PACIFIC PLACE FOR
HARIKRISHNA RE, LLC
SHEET NAME:
COVER SHEET
REVISIONS:
SHEET NUMBER:
C-1
TRLONG ENGINEERING P.C.
www.trlongeng.com

Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

10. Is this parcel in a flood hazard area?
    - *No.*
11. Is it spot zoning and unrelated to the existing pattern of development?
    - *No.*
12. Are there unique conditions which support approval or denial?
    - *This property was rezoned to MFR from C-2 in August 2022 .*

LCPC Recommendation

Approval

Rezoning Petition 2024-021-H

Conditions

Standard

Standard Conditions

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

LCPC Recommendation

Approval

Rezoning Petition 2024-021-H

Conditions

Standard

Liberty Consolidated Planning Commission

LCPC

Est. 2005

taylor | english

Taylor English Duma LLP 1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339
Main: 770.434.6868 Fax: 770.434.7376 taylorenglish.com

Steven L. Jones | Partner
Direct Dial: 678.336.7282
Cell Phone: 404.218.2756
E-mail: sjones@taylorenglish.com

May 2, 2024

VIA EMAIL: slumpkin@cityofhinseville.org
Mayor and Councilmen
City of Hinesville, GA
c/o: Sara Lumpkin, City Clerk
115 East M.L. King, Jr. Drive
Hinesville, GA 31313
slumpkin@cityofhinseville.org

Re: Rezoning Application 2024-021-H (the "Application") of Hariksrishna Re, LLC (the "Applicant") for 0.87 +/- Acres identified as Tax Parcel identification Number ("TPN") 045D 044; Parcel B with corner Veterans Pkwy and Pacific Pl (the "Property").

Dear Mayor and Councilmen[1] (the "**Mayor and Council**") of the City of Hinesville, Georgia (the "**City**"):

We, the law firm of Taylor English Duma, LLP, represent Child Development Schools, Inc., a Georgia corporation (the "**Owner**" or "**Child Development Schools**"), which owns property contiguous with the Property and identified by the postal address 803 Veterans Parkway, Hinesville, Georgia 31313 and as TPN 045D 043.

Child Development Schools utilizes its property (the "**School**") for an early education facility, providing among other things kindergarten education and after-school programs to the City's children. The playground for the School is adjacent to the Property where the Applicant proposes a convenience store with gas pumps.

Child Development Schools objects to the Application because it proposes a convenience store with gas pumps which the Owner believes is a use incompatible with the early education programs offered by Child Development Schools and on its property. The traffic generated by and the operations of a business that caters to automobile traffic pose a substantial risk to the health, safety, and welfare of the City's youth and pedestrians. The dispensing of petroleum products adjacent to a school, and the potential for catastrophic events, creates a substantial risk to the City's children that attend Child Development Schools.

Additionally, Section 3-58 of The Code of the City of Hinesville, Georgia (the "City Code") declare that "[n]o distilled spirts shall be sold or offered [for sale] within . . . 600 feet of any school building, educational building, [or] school grounds" and "[n]o wine or malt beverages

[1] See Section 3 of the Charter of the City of Hinesville, Georgia identifying the governing authority of the City as "a Mayor and five Councilmen."

shall be sold or offered [for sale] within 300 feet of any school building [or] school grounds". This "measurement[] shall be taken by the most direct route of travel on the ground and measured in a straight line from the front door of the building in which the business is located to the front door of any . . . school building or education building or to the nearest property line of the real property being used for school or educational purposes." City Code § 3-58(b)(3). In other words, the Applicant (or its tenant, grantee, or the like) will not be able to sell alcoholic beverages from the Property.

On behalf of Child Development Schools, we offer the following for consideration by the Mayor and Council prior to its action on the Application:

1. Proposed conditions, attached as **Exhibit "A"**, that Child Development Schools' requests that the City impose on the zoning of the Property, should the Mayor and Council choose to approve the Application; and
2. Constitutional Objection and *York* Objection of Child Development Schools (collectively, the "**Objections**") to the Application. The Objections are attached hereto respectively as **Exhibit "B"** and **Exhibit "C".**

As you may know, decisions of Georgia's appellate courts require our client, the Owner to submit to the City the enclosed Objections prior to the Mayor and Council's decision and/or official action on the Application. The Objections are intended solely to preserve all constitutional, statutory, and common law rights of our client regarding the Application and its effect on our client's property.

The Owner respectfully request that the City Council deny the Application or, in the alternative, only approve the Application with the conditions attached hereto as Exhibit "A" in addition to the conditions recommended by the City's staff.

Should you have any questions or concerns regarding this letter, please do not hesitate to contact me.

Sincerely,

TAYLOR ENGLISH DUMA LLP

Steven L. Jones
Counsel for Child Development Schools, Inc.

Enclosures
cc: City Attorney (via email: ldarden@jojlaw.com);
The Owner

EXHIBIT "A"

CHILD DEVELOPMENT SCHOOLS'
PROPOSED ZONING CONDITIONS

1. **Prior to issuance of a certificate of occupancy for the Property, the Applicant/Developer shall install along the entire property line between Liberty County Tax Parcel Numbers ("TPN(s)") 045D 044 and 045D 043 the following: (a) an opaque fence of no less than eight (8) feet in height; and (b) a vegetative buffer consisting of two, staggered/off-set rows of evergreen trees and, to protect against disease and loss, no more than 1/3 of said buffer shall consists of the same species of tree.**

2. **To ensure the safety of the City's youth, curb-cuts/driveways shall be located on the Property as far as possible from TPN 045D 043.**

3. **No exterior door shall face TPN 045D 043.**

4. **Gas pumps shall not be located adjacent to TPN 045D 043.**

5. **The Property shall be kept free of trash, debris, and refuse at all times.**

6. **All lighting shall be night sky friendly and oriented to prevent any light intrusion/pollution on adjacent residential and educational properties.**

EXHIBIT "B"

CONSTITUTIONAL OBJECTION

As applied to the real property of Child Development Schools, Inc., a Georgia corporation (the "Owner"), represented by Mr. Steven L. Jones, of Taylor English Duma LLP, which property is identified as Liberty County Tax Parcel Identification Number ("TPN") 045D 043 (the "Affected Property") and is the property that stands to be negatively affected by a rezoning application styled as 2024-021-H (the "Application"), which application was filed by Harikrishna Re, LLC to rezone .87 acres located at the corner of Veterans Parkway and Pacific Place, further described as TPN 045D044 (the "Property") and is before the Mayor and Councilmen (the "Mayor and Council") for the City of Hinesville, Georgia (the "City") on May 2, 2024:

If the Application is approved or is approved with condition(s) not consented to by the Owner, as applied and facially, the Zoning Ordinance of the City of Hinesville, Georgia, first adopted September 3, 1987 and subsequently amended, (the "Ordinance") will be unconstitutional in that the Owner's property rights in and to the Affected Property will be destroyed without first receiving fair, adequate, and just compensation for such property rights. As applied to the Affected Property, in such case, such action on the Application and the Ordinance, as applied and facially, will deprive the Owner of constitutionally protected rights in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

If the Application is approved, such action on the Application, application of the Ordinance to the Affected Property, and the Ordinance facially will be unconstitutional, illegal, arbitrary, capricious, null, and void, constitute a taking of the Affected Property in

violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States of America thereby denying the Owner an economically viable use of the Affected Property while not substantially advancing legitimate state interests.

Inasmuch as it is impossible for the Owner to use the Affected Property and simultaneously comply with the Ordinance and in the event the Application is approved or is approved with condition(s) not consented to by the Owner, such action on the Application, application of the Ordinance to the Affected Property, and the Ordinance facially, will constitute arbitrary, capricious, and unreasonable acts by the City of Hinesville, Georgia without any rational basis therefor and constitute abuses of discretion in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

If the Application is approved with condition(s) not consented to by the Owner, such action on the Application, application of the Ordinance to the Affected Property, and the Ordinance facially will be unconstitutional and discriminate against the Owner in an arbitrary, capricious, and unreasonable manner between the Owner and others similarly situated in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America.

EXHIBIT "B"

WHEREFORE, the Owner requests that the Mayor and Council deny the Application or, in the alternative, only approve the Application with the proposed conditions set forth in Exhibit "A" to the forgoing letter.

Respectfully submitted this 2nd day of May 2024.

TAYLOR ENGLISH DUMA LLP
Counsel for the Owner

s/ Steven L. Jones
Steven L. Jones
Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenglish.com

EXHIBIT "C"

OBJECTION TO HEARING BASED ON
YORK V. ATHENS COLLEGE OF MINISTRY, INC.

As applied to Child Development Schools, Inc., a Georgia corporation (the "Owner"), represented by Mr. Steven L. Jones, of Taylor English Duma LLP, and the Owner's real property which property is identified as Liberty County Tax Parcel Identification Number ("TPN") 045D 043 (the "Affected Property") and is the property that stands to be negatively affected by a rezoning application styled as 2024-021-H (the "Application"), which application was filed by Harikrishna Re, LLC to rezone .87 acres located at the corner of Veterans Parkway and Pacific Place, further described as TPN 045D044 (the "Property"), the Application and any actions by the Mayor and Councilmen (the "Mayor and Council") for the City of Hinesville, Georgia (the City") to approve or conditionally approve same are objected to by the Owner based on, but not limited to, the reasons set forth herein (collectively, the "York Objection" and each an "Objection"), in accordance with *York v. Athens College of Ministry, Inc.*, 348 Ga. App. 58, 821 S.E.2d 120 (Ga. Ct. App. 2018):

Contemporaneous with the filing of this *York* Objection, the Owner is filing a Constitutional Objection, and all Objections set forth therein are incorporated herein by reference as if fully restated.

The Owner objects to the hearing before the Mayor and Council to the extent that the time limitation, if any, imposed on the presentation of evidence and testimony in opposition of the Application deprives the Owner a meaningful opportunity to be heard and preserve issues, in violation of the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of Georgia of 1983. Likewise, the Owner object to any and all persons who appear or otherwise give testimony or opinion at the hearing, if any, before the Mayor and City Council to the extent that (but not limited to) said individuals (a) are not under oath; (b) are not subject to

cross-examination; (c) present evidence on and/or make statements that qualify as (or must or should be assessed with the aid of) expert opinion without any or all individuals being qualified as expert witnesses; (d) present evidence on and/or make statements that are not germane to the purview of the City with respect to the Application as set out in the Zoning Ordinance of the City of Hinesville, Georgia, adopted September 3, 1987 and subsequently amended (the "Ordinance"); and/or (e) present evidence and/or make statements that are founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence.

Additionally, the Owner objects to any action of the Mayor and Council that approves the Application or approves the Application with condition(s) not consented to by the Owner to the extent that (but not limited to) such action is: (a) in violation of Section 50-13-19(h) of the Official Code of Georgia Annotated or otherwise: (1) in violation of any constitutional, statutory, and/or ordinance provisions; (2) in excess of the constitutional, statutory, and/or ordinance authority of the City; (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion; (b) founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (c) contrary to or outside of the purview of the City, and/or procedure, for the Application set out in the Zoning Ordinance of the City of Hinesville, Georgia, first adopted September 3, 1987 as subsequently amended (the "Ordinance"); (d) based, in whole or part, on evidence or other information received outside of the hearing(s) on the Application and/or in any manner which does not afford the Owner an opportunity to review or respond to the same; and/or (e) not made pursuant and in conformance with the Ordinance; the Code of the City of Hinesville, Georgia; the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq*., and/or any other

law of the state of Georgia or the United States of America and/or made pursuant to a zoning Ordinance, map, overlay, or other requirement that was not adopted in compliance with any of the foregoing, which the Owner contends is the case for the relevant Ordinance, map, and overlay.

By and through this *York* Objection, the Owner hereby preserve all the above and incorporated Objections, and any and all evidence, arguments, and objections made and/or tendered by the Owner at or prior to the Mayor and Council's hearing on the Application, and asserts them on and within the record before, and for consideration and resolution (prior to any formal decision) by, the Mayor and Council.

WHEREFORE, the Owner requests that the Mayor and Council deny the Application or, in the alternative, only approve the Application with the proposed conditions set forth in Exhibit "A" to the forgoing letter.

Respectfully submitted this 2nd day of May 2024.

TAYLOR ENGLISH DUMA LLP
Counsel for the Owner

s/ Steven L. Jones
Steven L. Jones
Georgia State Bar No.: 639038

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JOJ

JONES OSTEEN JONES

PERSONAL PROFESSIONAL PROXIMITY

ATTORNEYS AT LAW

J. Noel Osteen
Billy N. Jones, LLC
Linnie L. Darden, III*

* Member GA & CA Bar

L. Kelley Davis
Luke R. Moses
Andrew M. Ruberti

Reply To:

Mayor and Council
City of Hinesville
c/o Ryan Arnold, Assistant City Manager
115 E. Martin Luther King, Jr. Drive
Hinesville, GA 31313
rarnold@cityofhinseville.org

Re: Rezoning Application 2024-021-H (the "Application") of Hariksrishna Re, LLC (the "Applicant") for 0.87 +/- Acres identified as Tax Parcel identification Number ("TPN") 045D 044; Parcel B with corner Veterans Pkwy and Pacific Pl (the "Property").

Dear Mayor and Council:

The Assistant City Manager Ryan Arnold requested that I provide a legal opinion regarding the above-captioned rezoning application. A letter objecting to the rezoning application, dated May 2, 2024, from the law offices of Taylor English Duma, LLP ("Taylor English"), in their capacity as attorneys for Child Development Schools (the "School") was previously sent to Mayor and Council. In its letter, Taylor English cited Section 3-58 of The Code of the City of Hinesville, which prohibits the sale of wine or malt beverages within 300 feet of a school building. The letter also stated that Child Development Schools provides kindergarten education and after-school programs to children.

While I have not independently verified whether Child Development Schools does, in fact, provide kindergarten education, I have seen no evidence to dispute that assertion. O.C.G.A. § 3-3-21(a)(1)(B) states that "no person knowingly and intentionally may sell or offer to sell…wine or malt beverages within 100 yards of any school building, school grounds, or college campus." For purposes of the aforementioned statute, O.C.G.A. § 20-2-690(b) lists requirements for an institution to meet the definition of a school. If the primary purpose of Child Development Schools is to provide education, if it operates on a continuing basis, if it provides instruction for an equivalent of 180 school days, if it offers basic academic educational programming, if it provides the Liberty County School Superintendent with a list of the names, ages, and residences of its enrollees, and if it meets the health and safety standards established under Georgia law and City ordinances for schools, then it is my opinion that Child Development Schools meets the definition of a school. If it does not meet all the foregoing criteria, Child Development Schools may not be defined as a school.

If Child Development Schools does meet the definition of a private school under Georgia law and if the above-captioned Rezoning Application would allow the sale of alcoholic beverages within

100 yards of Child Development Schools, then the above-captioned rezoning application should be denied as it would appear to violate both state law and local ordinance. I would recommend that the City verify whether or not Child Development Schools meets the definition of a school and whether the applicant would be allowed to sell alcoholic beverages prior to Mayor and Council making a determination regarding the above-captioned zoning application.

As always, should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Luke R. Moses

LRM/lrm

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Carl Vinson Institute of Government and The Georgia Municipal Association Certificate.

Prepared by: Rodonia Armstrong

Presented by: Mayor Karl A. Riles

PURPOSE: To present Councilmember Newby and Councilmember Ortiz their Newly Elected Officials Institute Certificate.

BACKGROUND: Councilmember Newby and Councilmember Ortiz attended the University of Georgia and The Georgia Municipal Association Newly Elected Officials Training on March 2024.

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:
1. CM Newby NEO Certificate
2. CM Ortiz NEO Certificate

PREVIOUS COUNCIL DISCUSSION:

University of Georgia

CARL VINSON INSTITUTE OF GOVERNMENT

and

The Georgia Municipal Association

hereby certify

Dexter Newby

has successfully completed the

Newly Elected Officials Institute
March 22, 2024

President, Georgia Municipal Association

President, The University of Georgia

University of Georgia

CARL VINSON INSTITUTE OF GOVERNMENT

and

The Georgia Municipal Association

hereby certify

Jose Antonio Ortiz Jr.

has successfully completed the

Newly Elected Officials Institute
March 1, 2024

President, Georgia Municipal Association

President, The University of Georgia

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: HPD Lieutenant Kyle D. Lairamore Retirement Recognition

Prepared by: Jean Marie Reynolds

Presented by: Tracey Howard

PURPOSE: To Present for Mayor and Council consideration Chief Tracey E. Howard to recognize the retirement of Detective Lieutenant Kyle D. Lairamore after 22 years of service to the Hinesville Police Department

BACKGROUND: Detective Lieutenant Kyle D. Lairamore has retired from the Hinesville Police Department after 22 years of service. On behalf of the City of Hinesville and the Hinesville Police Department, Chief Tracey E. Howard would like to acknowledge Lt. Lairamore's contributions to the protection and safety of the citizens of Hinesville for over two decades.

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION: None

6.1.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Rezoning Petition 2024-028-H

Prepared by: Lori Parks

Presented by: Jeff Ricketson

PURPOSE: A rezoning petition submitted by Walthourville Properties, LLC to rezone 19.86 acres +/- from R-20 (Single-Family Residential-20) to MFR (Multi-Family Residential) for apartments. The property is located on Courtland Drive and is further described as LCTM Parcel 058B081.

BACKGROUND:

FUNDING: N/A

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

ATTACHMENTS:
1. Rezoning Petition 2024-028-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2024-028-H

A rezoning petition has been submitted by Walthourville Properties, LLC to rezone 19.86 acres +/- from R-20 (Single-Family Residential-20) to MFR (Multi-Family Residential) for apartments. Property is located on Courtland Drive in Hinesville and is further described as LCTM Parcel 058B081.

Public Notification

Rezoning Petition 2024-019-H
A rezoning petition has been submitted by Philip Searles on behalf of the owners Frederick Mingledorff III and Carole Mingledorff Grinstead to rezone 14.0 acres +/- from O-I (Office Institutional) and C-2 (General Commercial) to MFR (Multi-Family Residential) for apartments. Property is located at 302 Fairhope Lane in Hinesville and is further described as LCTM Parcels 056D061 and 056D058. Property is bounded now or formerly as follows: NORTH by lands of Leo Escalera, LLC, Frederick W. Mingledorff III and Diversity Health Care; EAST by lands of Juan A. Towsend and Kim Anita Smalls, Janet Wesselmann, Aubrey and David Utz, Brian Williams, James E. Brewer, Derek L. Duke, Marion Bernard Hunter, Ellanora and Luis Perez, White Circle, LLC and The Glenn E. and Trudie Bryant Foundation; SOUTH lands of The Glenn E. and Trudie Bryant Foundation, The Michael E. Bryant Life Trust and Shawn L. and Elizabeth E. Hammock; and WEST by West Oglethorpe Highway.

Rezoning Petition 2024-020-H
A rezoning petition has been submitted by Berkshire-Hudson Capital XI, LLC to rezone 1.0 acre +/- from R-12 (Single-Family Residential-12) to C-2 (General Commercial) for a commercial/retail building including a coffee shop. Property is located at 502 and 504 West Oglethorpe Highway in Hinesville and is further described as LCTM Parcels 057B059 and 057B060. Property is bounded now or formerly as follows: NORTH by lands of Susan R. Copner; EAST by lands of Pacita V. Brinkerhoff and James E. and Holly Thames; SOUTH by lands of Darius and Audrey Dela Cruz; and WEST by West Oglethorpe Highway.

Rezoning Petition 2024-021-H
A rezoning petition has been submitted by Harikrishna Re, LLC (Kamlesh Patel) to rezone 0.87 acres +/- from MFR (Multi-Family Residential) to C-2 (General Commercial) for a convenience store/ gas station. Property is located at the corner of Veterans Parkway and Pacific Place and is further described as LCTM Parcel 045D044. Property is bounded now or formerly as follows: NORTH by lands of Child Development School Inc.; EAST Veterans Parkway; SOUTH by Pacific Place; and WEST by lands of Douglas A. Watson.

Conditional Use Request 2024-022-M
A conditional use request has been submitted by John Urrutia for outdoor sales of tow-behind trailers and lawn mowers and equipment service. Property is located on East Oglethorpe Highway in Midway and is further described as LCTM Parcel 265012. Property is bounded now or formerly as follows: NORTH by East Ogiethorpe Highway; EAST by lands of Elliot Eugene Tate; SOUTH by lands of Jerry L. Scott; and WEST by lands of Allan W. Tate.

Rezoning Petition 2024-023-H
A rezoning petition has been submitted by Harikrishna Re, LLC (Kamlesh Patel) to rezone 2.17 acres +/- from R-8 (Single-Family Residential-8) to C-2 (General Commercial) for a shopping center and convenience store. Property is located on West 15th Street in Hinesville and is further described as LCTM Parcel 030B019. Property is bounded now or formerly as follows: NORTH by West 15th Street; EAST by lands of DT Retail Properties, LLC; SOUTH by lands of Essie M. Jackson and Edith D. Bailey; and WEST by lands of Joel Pascale, Cordell Henderson, Christina and Mario Fuentes and Michael S. Eller Jr.

Rezoning Petition 2024-024-H
A rezoning petition has been submitted by 912 Living, LLC (Jessica Victoria) to rezone 0.52 acres +/- from C-2 (General Commercial) to DD (Downtown Development) for a mixed-use live/work development. Property is located on Willowbrook Drive in Hinesville and is further described as LCTM Parcel 045D020. Property is bounded now or formerly as follows: NORTH by lands of MDRR Properties, LLC; EAST by lands of SCF RC Funding, LLC; SOUTH by Willowbrook Drive; and WEST by lands of John Tzen.

Variance Request 2024-025-R
A variance request has been submitted by SNF to maintain gravel parking instead of the required paved parking. Property is located on South Coastal Highway in Riceboro and is further described as LCTM Parcels 192B031 and 192B048. Property is bounded now or formerly as follows: NORTH by Jones Street; EAST by lands of I C G S A; SOUTH by South Coastal Highway; and WEST by lands of Chemtall, Inc and City of Riceboro.

Rezoning Petition 2024-026-R
A rezoning petition has been submitted by Ray Stanley Gordon to rezone 1.0 acre +/- from A-1 (Agricultural) to MFR (Multi-Family Residential) for apartments. Property is located on EB Cooper Highway in Riceboro and is further described as LCTM Parcel 146B031. Property is bounded now or formerly as follows: NORTH by EB Cooper Highway; EAST by lands of Christ Prayer Deliverance and Outreach Ministry; SOUTH by lands of Christ Prayer Deliverance and Outreach Ministry; and WEST by lands of Christ Prayer Deliverance and Outreach Ministry.

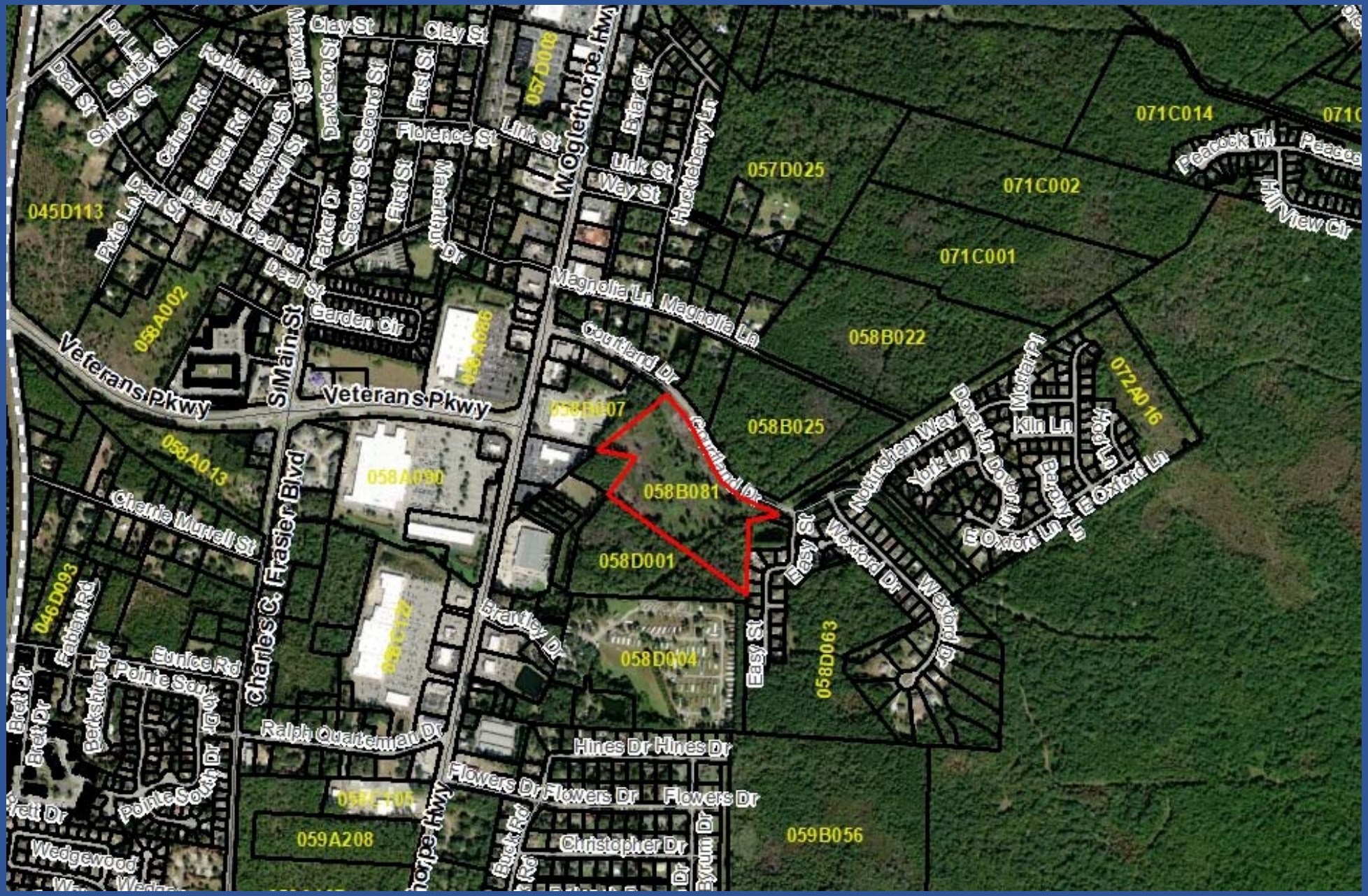
Rezoning Petition and Conditional Use Request 2024-027-LC
A rezoning petition and conditional use request have been submitted by John Roberts Jr. to rezone 5.69 acres +/- from A-1 (Agricultural) to C-3 (Highway Commercial) for a trucking terminal with overnight semi-truck parking. Property is located on EB Cooper Highway in unincorporated Liberty County and is further described as LCTM Parcel 108001. Property is bounded now or formerly as follows: NORTH by lands of Rayonier Forest Resources LP; EAST by lands of Rayonier Forest Resources LP; SOUTH by EB Cooper Highway; and WEST by lands of Rayonier Forest Resources LP.

Rezoning Petition 2024-028-H
A rezoning petition has been submitted by Walthourville Properties, LLC to rezone 19.86 acres +/- from R-20 (Single-Family Residential-20) to MFR (Multi-Family Residential) for apartments. Property is located on Courtland Drive in Hinesville and is further described as LCTM Parcel 058B081. Property is bounded now or formerly as follows: NORTH by lands of United States Postal Service; EAST by Courtland Drive; SOUTH by lands of Nadine Seay and Leon Ross Seay Jr., Jeffery and Susan Leja, Hillard Clark Jr., Norris and Angela Moody and James and Clarita Donnelly; and WEST by lands of Sarah Izzard and Et Al and Liberty County Properties, LLC.

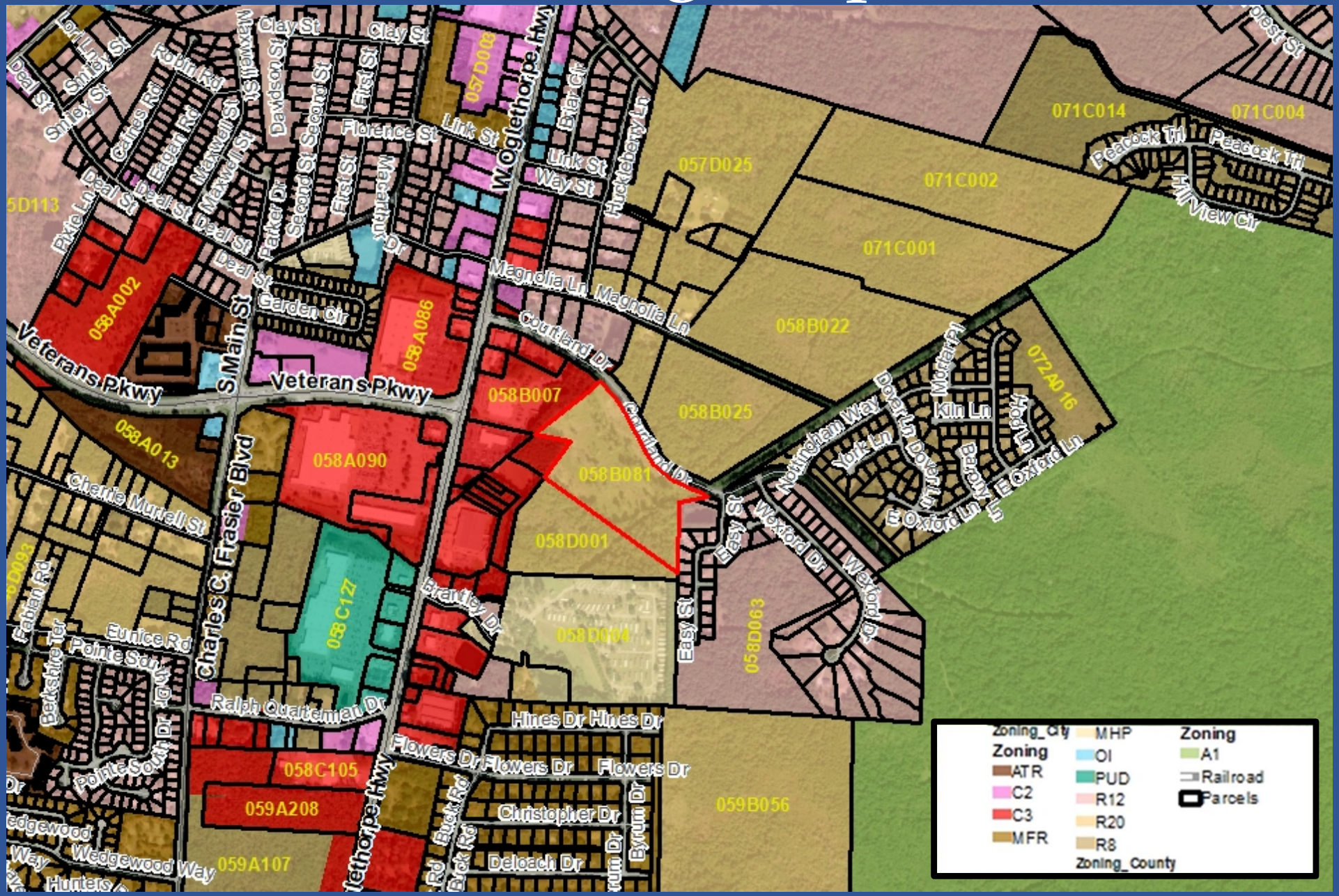
Rezoning and Annexation Petition 2024-029-R
A rezoning and annexation petition has been submitted by Leroy Williams to rezone 26.92 acres +/- from A-1 (Agricultural) to R-8 (Single-Family Residential) for a single-family residential subdivision. Annexation into the City of Riceboro is also being petitioned for. Property is located on EB Cooper Highway and is further described as LCTM Parcels 146D008 and 146D009. Property is bounded now or formerly as follows: NORTH by EB Cooper Highway and lands of Duncan Keizer, Roddy D. Neesmith and Beverly Hicks and Et Al; EAST by lands of Gregory and Annette Richardson, Michael and Ronnette McGirt, Jerry and Michelle Hargrove, Raymond White and Kenneth and Joyce LeCount; SOUTH by lands of Joe Richardson, Jerry E. Salter Jr. and Frank Lyons and Patsy Bacon; and WEST by lands of Carey McIver and Brandi and Paul Brown.

Public Hearings
The Liberty Consolidated Planning Commission will hold a public meeting April 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, May 2, 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, May 7, 2024, 6:00 p.m. – The City of Riceboro Mayor and Council will meet at Riceboro City Hall, 4614 South Coastal Highway, Riceboro.
Tuesday, May 7, 2024, 6:00 p.m. – The Liberty County Board of Commissioners will meet at the LC Courthouse Annex, 112 North Main Street, Hinesville.
Monday, May 13, 2024, 6:00 p.m. – The City of Midway Mayor and Council will meet at Midway City Hall, 41 Charlie Butler Road, Midway.
April 11, 2024, LIBERTY CONSOLIDATED PLANNING COMMISSION
ACCOUNT # 04100401
47987 4/11/24 RL

Vicinity Map



Zoning Map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Railroad
Parcels
Veterans Pkwy
S Main St
Charles C. Frasier Blvd
W Oglethorpe Hwy
Clay St
Florence St
Link St
Way St
Magnolia Ln
Courtland Dr
Garden Cir
Dear St
Easy St
Kiln Ln
Nottingham Way
York Ln
Doverton Dr
Wexford Dr
E Oxford Ln
Brookline Ln
Peacock Trl
Hill View Cir
Cherie Murrell St
Eunice Rd
Pointe South Dr
Ralph Quarteman Dr
Brantley Dr
Hines Dr
Flowers Dr
Christopher Dr
Deloach Dr
Byrum Dr
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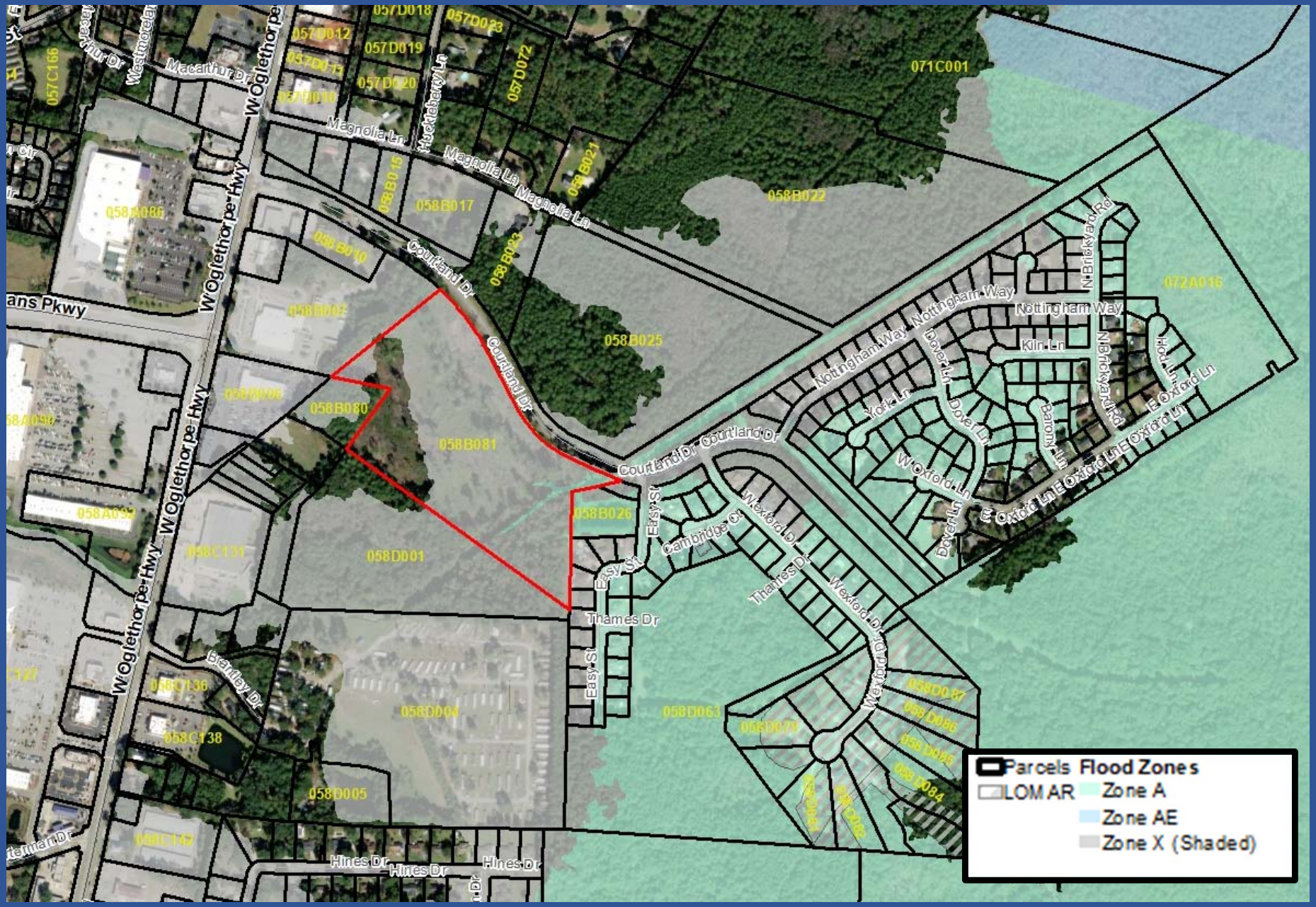
Flood Map


Parcels
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LOM AR
Zone A
Zone AE
Zone X (Shaded)
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Magnolia Ln
Huckleberry Ln
Courtland Dr
Easy St
Thames Dr
Cambridge Ct
Wexford Dr
Nottingham Way
N Brickyard Rd
Kiln Ln
Dover Ln
York Ln
Baronial Ln
W Oxford Ln
E Oxford Ln
Hodge Ln
Brentley Dr
Hines Dr
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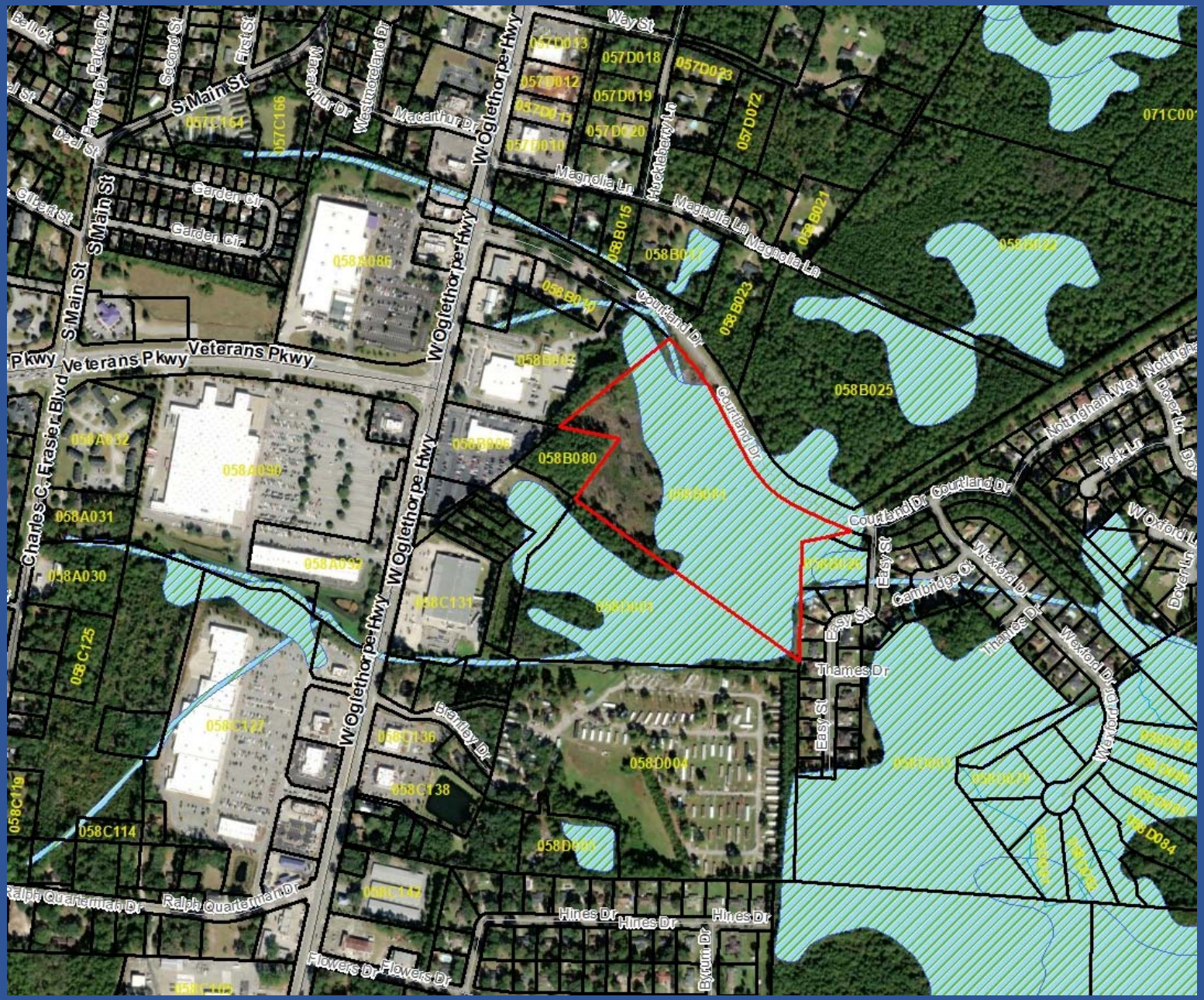
Wetlands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W Oglethorpe Hwy
Courtland Dr
Magnolia Ln
Garden Cir
Charles C. Fraser Blvd
Easy St
Thames Dr
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Ralph Quarterman Dr
Hines Dr
Flowers Dr
Byrum Dr
Wexford Dr
Cambridge Ct
Nottingham Way
York Ln
Devon Ln
Hucklebery Ln
Macarthur Dr
Westmoreland Dr
Weaver Dr
Parker Dr
Second St
First St
Bell Ct
Deal St
Gilbert St
Way St
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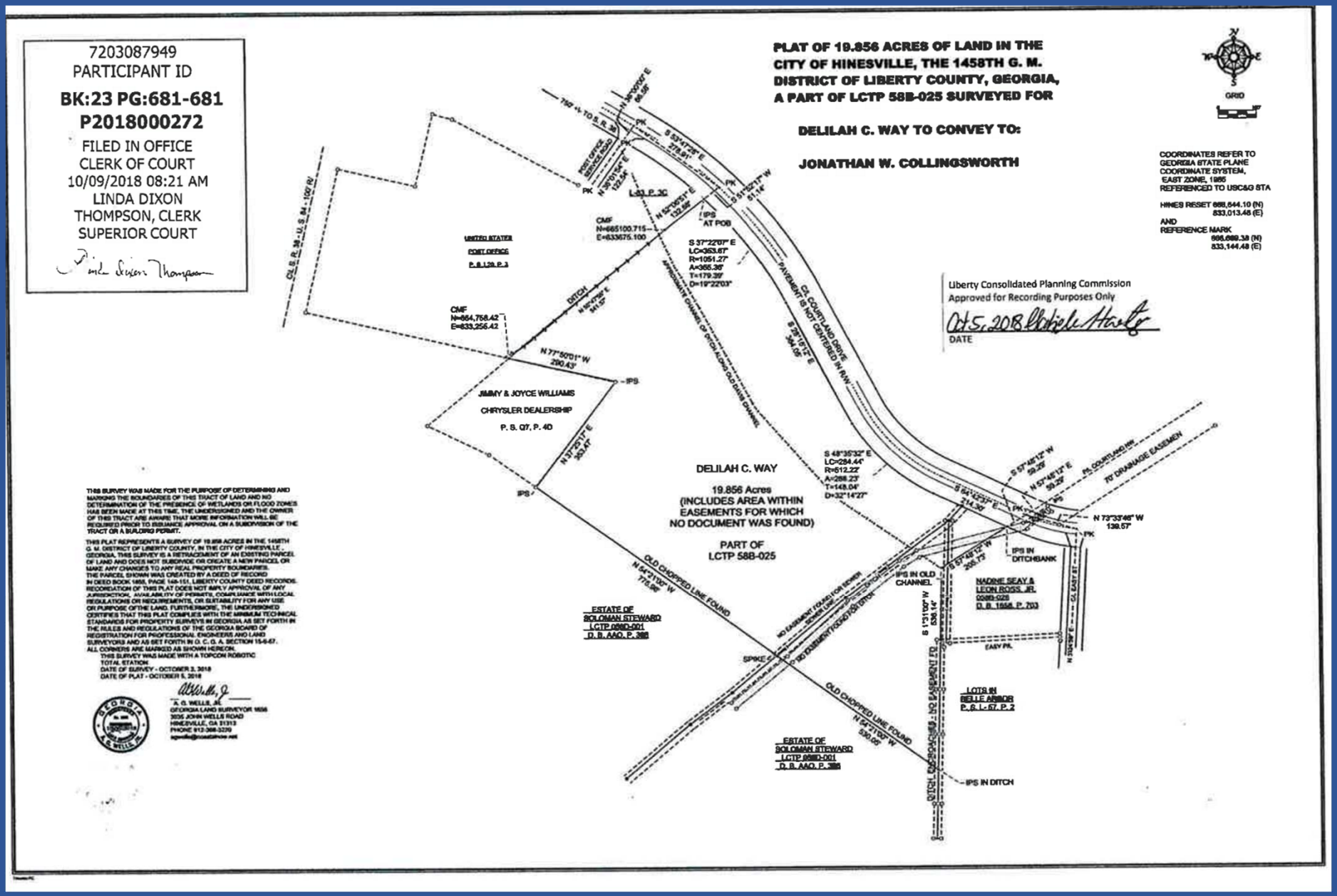
Plat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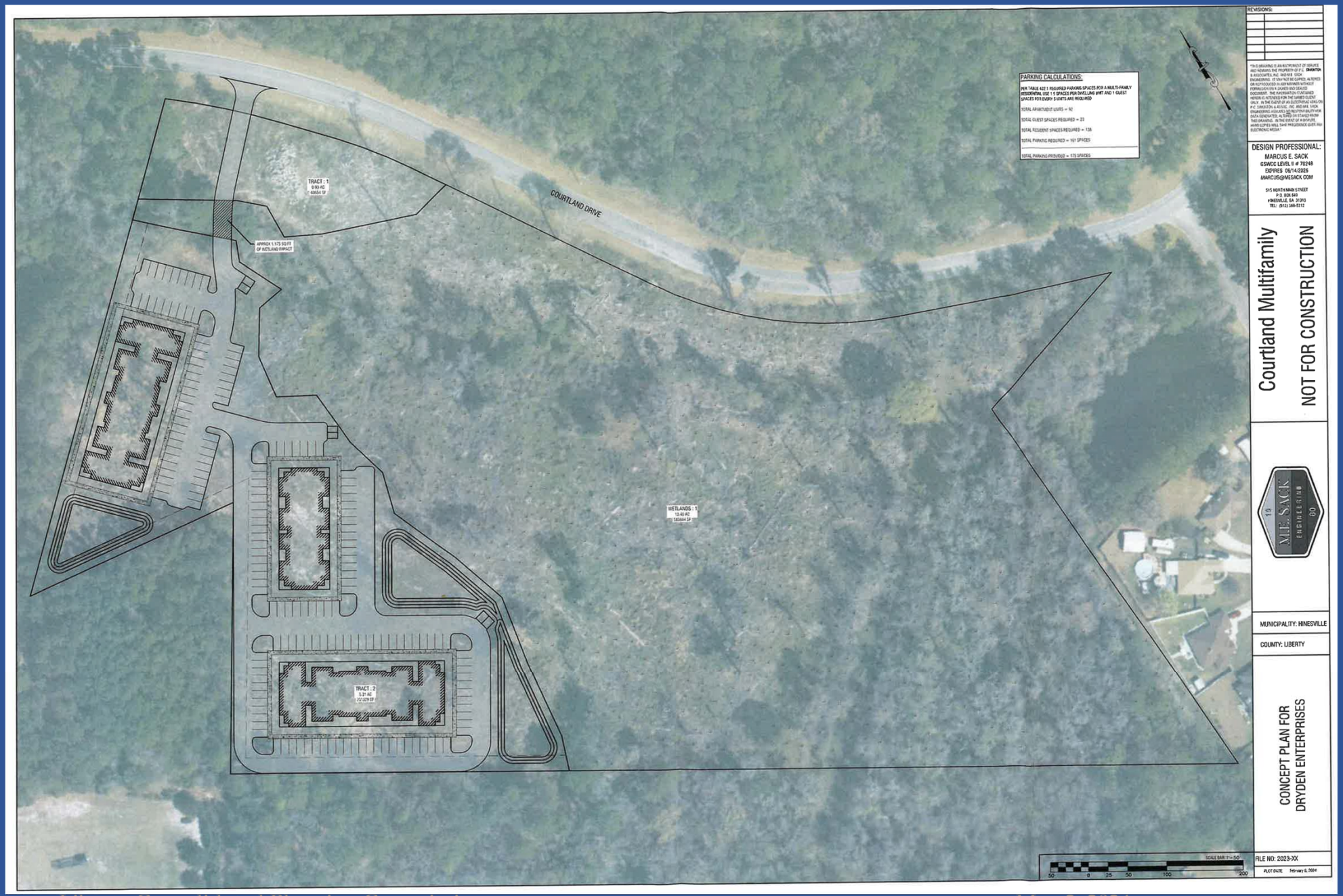
LINDA DIXON
THOMPSON, CLERK
SUPERIOR COURT
PLAT OF 19.856 ACRES OF LAND IN THE CITY OF HINESVILLE, THE 1458TH G. M. DISTRICT OF LIBERTY COUNTY, GEORGIA, A PART OF LCTP 58B-025 SURVEYED FOR
DELILAH C. WAY TO CONVEY TO:
JONATHAN W. COLLINGSWORTH
GRID
COORDINATES REFER TO GEORGIA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1985 REFERENCED TO USC&G STA
HINES RESET 668,644.10 (N) 833,013.48 (E)
AND
REFERENCE MARK 666,689.38 (N) 833,144.48 (E)
Liberty Consolidated Planning Commission
Approved for Recording Purposes Only
Oct 5, 2018
DATE
UNITED STATES POST OFFICE
P. B. 129, P. 3
JIMMY & JOYCE WILLIAMS
CHRYSLER DEALERSHIP
P. B. Q7, P. 40
DELILAH C. WAY
19.856 Acres
(INCLUDES AREA WITHIN EASEMENTS FOR WHICH NO DOCUMENT WAS FOUND)
PART OF
LCTP 58B-025
CL COURTLAND DRIVE
PAVEMENT IS NOT CENTERED IN R/W
70' DRAINAGE EASEMENT
NADINE SEAY & LEON ROSS, JR.
D. B. 1658, P. 703
ESTATE OF SOLOMAN STEWARD
LCTP 058D-001
D. B. AAO, P. 386
LOTS IN BELLE ARBOR
P. B. L-67, P. 2
OLD CHOPPED LINE FOUND
DITCH
IPS IN DITCH
IPS IN OLD CHANNEL
IPS IN DITCHBANK
THIS SURVEY WAS MADE FOR THE PURPOSE OF DETERMINING AND MARKING THE BOUNDARIES OF THIS TRACT OF LAND AND NO DETERMINATION OF THE PRESENCE OF WETLANDS OR FLOOD ZONES HAS BEEN MADE AT THIS TIME. THE UNDERSIGNED AND THE OWNER OF THIS TRACT ARE AWARE THAT MORE INFORMATION WILL BE REQUIRED PRIOR TO ISSUANCE APPROVAL ON A SUBDIVISION OF THE TRACT OR A BUILDING PERMIT.
THIS PLAT REPRESENTS A SURVEY OF 19.856 ACRES IN THE 1458TH G. M. DISTRICT OF LIBERTY COUNTY, IN THE CITY OF HINESVILLE, GEORGIA. THIS SURVEY IS A RETRACEMENT OF AN EXISTING PARCEL OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE PARCEL SHOWN WAS CREATED BY A DEED OF RECORD IN DEED BOOK 1658, PAGE 148-151, LIBERTY COUNTY DEED RECORDS. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O. C. G. A. SECTION 15-6-67. ALL CORNERS ARE MARKED AS SHOWN HEREON.
THIS SURVEY WAS MADE WITH A TOPCON ROBOTIC TOTAL STATION.
DATE OF SURVEY - OCTOBER 3, 2018
DATE OF PLAT - OCTOBER 5, 2018
R. G. WELLS, JR.
GEORGIA LAND SURVEYOR 1656
3035 JOHN WELLS ROAD
HINESVILLE, GA 31313
PHONE 912-368-3220

Plan


PARKING CALCULATIONS:
PER TABLE 422.1 REQUIRED PARKING SPACES (FOR A MULTI-FAMILY RESIDENTIAL USE 1.5 SPACES PER DWELLING UNIT AND 1 GUEST SPACES FOR EVERY 5 UNITS ARE REQUIRED
TOTAL APARTMENT UNITS = 92
TOTAL GUEST SPACES REQUIRED = 23
TOTAL RESIDENT SPACES REQUIRED = 138
TOTAL PARKING REQUIRED = 161 SPACES
TOTAL PARKING PROVIDED = 173 SPACES
COURTLAND DRIVE
TRACT : 1
0.93 AC
40554 SF
APPROX 1,175 SQ FT OF WETLAND IMPACT
WETLANDS : 1
13.40 AC
583844 SF
TRACT : 2
9.31 AC
405,579 SF
SCALE BAR 1"=50'
50 0 25 50 100 200
REVISIONS:
DESIGN PROFESSIONAL:
MARCUS E. SACK
GSWCC LEVEL II # 70248
EXPIRES 06/14/2026
MARCUS@MESACK.COM
515 NORTH MAIN STREET
P.O. BOX 849
HINESVILLE, GA 31313
TEL: (912) 369-5312
Courtland Multifamily
NOT FOR CONSTRUCTION
M.E. SACK
ENGINEERING
MUNICIPALITY: HINESVILLE
COUNTY: LIBERTY
CONCEPT PLAN FOR
DRYDEN ENTERPRISES
FILE NO: 2023-XX
PLOT DATE February 6, 2024

Narrative

M.E. SACK ENGINEERING 1980

515 N. Main Street | Hinesville, GA 31313
PO Box 649 | Hinesville, GA 31310
912.368.5212
www.mesack.com
ME Sack Engineering
@mesackengineering
mesack

DESCRIPTIVE NARRATIVE
Courtland Apartments
MES #2024-13

Walthourville Properties LLC, on behalf of the owner, is requesting that parcel 058B081 be rezoned from R20 to MFR in order to construct and maintain an apartment complex. Affordable modern housing is becoming increasingly scarce as the surrounding area's population grows. This project would create roughly 92 apartment units and will maintain the vegetative buffer along the adjacent neighborhood. Wetlands exist on the site, and while a jurisdictional determination is being made, no work will begin until the ACOE verification is completed. Detention ponds will be installed throughout the property to prevent an increase in stormwater runoff that would adversely affect properties surrounding it.

Rendering

M.E. SACK ENGINEERING

DRYDEN ENTERPRISES, INC.

COURTLAND APARTMENTS

HINESVILLE, GA

Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

10. Is this parcel in a flood hazard area?
    - *Yes, there is a minimal amount of flood zone A.*
11. Is it spot zoning and unrelated to the existing pattern of development?
    - *No.*
12. Are there unique conditions which support approval or denial?
    - *No.*

LCPC Recommendation

Approval

Rezoning Petition 2024-028-H

Conditions

Standard

Standard Conditions

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

LCPC Recommendation

Approval

Rezoning Petition 2024-028-H

Conditions

Standard

Liberty Consolidated Planning Commission

LCPC

Est. 2005

6.2.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Rezoning Petition 2024-030-H

Prepared by: Lori Parks

Presented by: Jeff Ricketson

PURPOSE: Rezoning Petition submitted by Interstate Commercial Real Estate Services on behalf of the owner, Delilah Way to rezone 17.48 areca +/- from R-8 (SIngle-Family Residential) to C-3 (Highway Commercial) for a shopping center and 10.20 acres +/- from C-3 (Highway Commercial) and R-8 (Single-Family Residential-8) to MFR (Multi-Family Residential) for town homes. Property is located on West Oglethorpe Highway in Hinesville and is further described as LCTM-Parcel 059A107.

BACKGROUND:

FUNDING: N/A

RECOMMENDATION: May 21, 2024. LCPC Commissioners recommended approval with standard and special conditions. The special condition is that a traffic study shall be submitted at the time of site plan review to evaluate the impacts on Highway 84 and Charles C. Frasier Boulevard.

ATTACHMENTS:

1. Rezoning Petition 2024-030-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2024-030-H

A rezoning petition has been submitted by Interstate Commercial Real Estate Services on behalf of the owner, Delilah Way to rezone 17.48 acres +/- from R-8 (Single-Family Residential) to C-3 (Highway Commercial) for a shopping center and 10.20 acres +/- from C-3 (Highway Commercial) and R-8 (Single-Family Residential-8) to MFR (Multi-Family Residential) for town homes. Property is located on West Oglethorpe Highway in Hinesville and is further described as LCTM Parcel 059A107.

Public Notification

Rezoning Petition 2024-030-H
A rezoning petition has been submitted by Interstate Commercial Real Estate Services on behalf of the owner, Delilah Waye, to rezone 17.48 acres +/- from R-8 (Single-Family Residential-8) to C-3 (Highway Commercial) for a shopping center and 10.20 acres +/- from C-3 (Highway Commercial) and R-8 (Single-Family Resiential-8) to MFR (Multi-Family Residential) for townhomes. Property is located on West Oglethorpe Highway in Hinesville and is further described as LCTM Parcel 059A107. Property is bounded now or formerly as follows: NORTH by lands of Americo Real Estate Company, Shirley C. Frasier, Booker T. Burley, Patricia A. Jackson and Georgia Power Company; EAST by West Oglethorpe Highway and lands of Loretta Dye; SOUTH lands of 261 Strickland Street, LLC, Clifton and Ok Cha Mobley, Gerardo Aguilera and Et al, Michael P. Quarterman Sr. and Pamela Y. Quarterman, Dawn Margaret Thomas, Michael Quarterman, Dallas Roots, LLC, Melodie Sherie Campbell and Et al, Yu D. Lin, George A. Carter, Terry S. and Angela G. Fortson, Ray Futch, Keyonna Hampton, Liberty Real Estate Investments, LLC and Janette Ravenel; and WEST by Charles C. Frasier Boulevard.

Rezoning Petition 2024-031-H
A rezoning petition has been submitted by KC Brothers Construction to rezone 15.3 acres +/- from R-8 (Single-Family Residential-8) to MFR (Multi-Family Residential) for apartments. Property is located on Ellie Lane in Hinesville and is further described as LCTM Parcel 047A202. Property is bounded now or formerly as follows: NORTH by Whippoorwill Way and lands of Jeremy J. Cavazos and Tiffanie Cavazos and Aidan Gulley and Angela Gulley; EAST by lands of Pablo Lasalle Jr., Modesto Cotto and Alejandrina Yeye, Chad M. Luttrull, Medina Diana A. and Jorge A. Lopez, Lawrence Garrow, Peggy Simpson Wells, Kerry S. Frasier and KC Brothers Construction, LLC; SOUTH by Ellie Lane; and WEST by Ellie Lane and lands of Shelly Walker.

Rezoning Petition 2024-032-LC
A rezoning petition has been submitted by Dryden Enterprises to rezone 12.26 acres +/- from AR-1 (Agricultural Residential) to PUD (Planned Unit Development) to add to the Alder Grove Subdivision General Development Plan, increasing the total units from 232 to 255. Property is located on Isle of Wight Road in unincorporated Liberty County and is further described as LCTM Parcel 263C033. Property is bounded now or formerly as follows: NORTH by Isle of Wight Road; EAST by lands of Gladys and Verdelle Lambert, Lewis Golden, The Quarterman Living Trust; SOUTH by lands of Dryden Enterprises Inc.; and WEST by lands of David B. Ayers, Majorie E. Wedincamp, Charlotte and Joe Hall, Jayla N. and Michael J. Maxwell, Marco and Karla S. Lopez, Olaf and Tammy J. Marks.

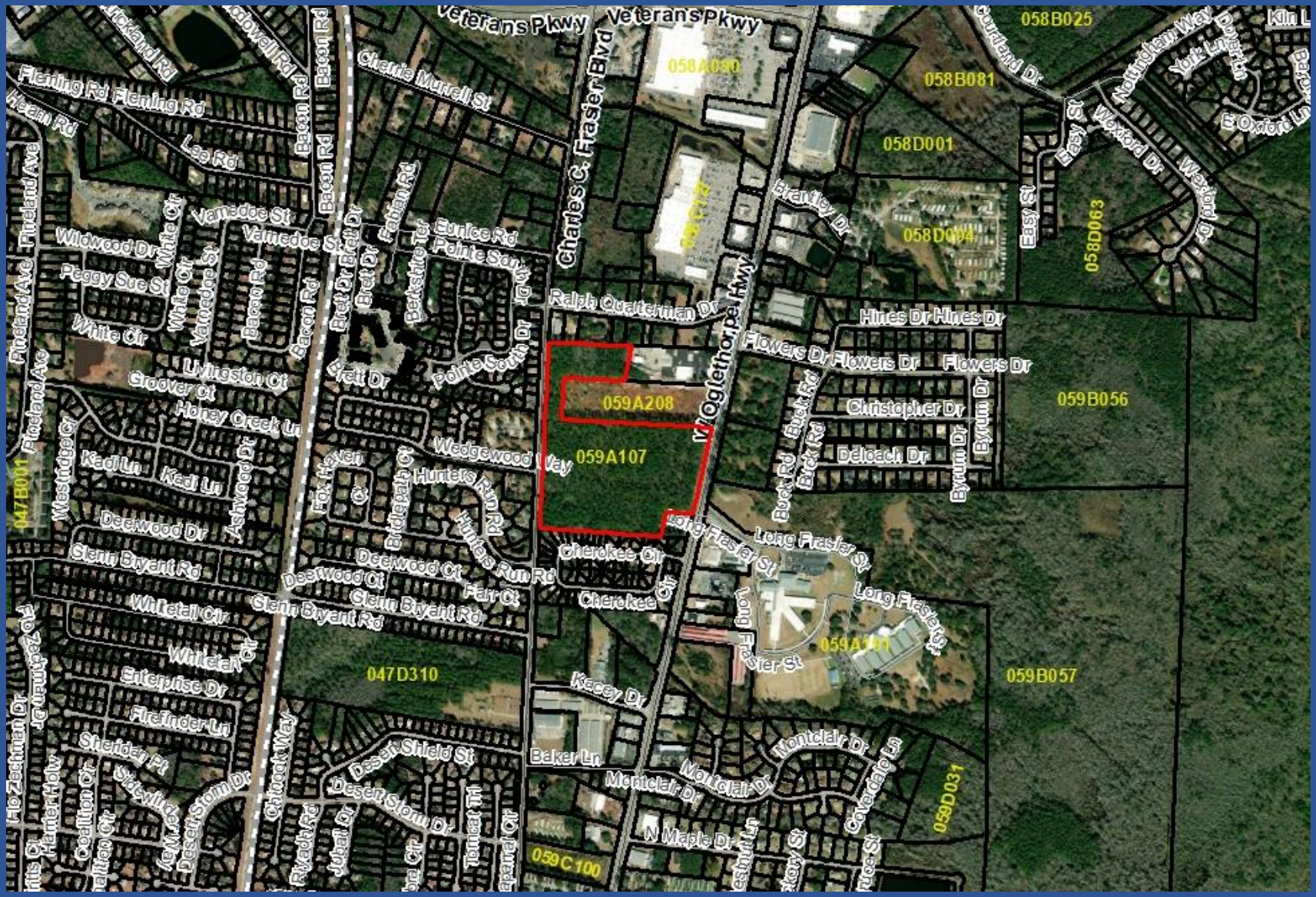
Public Hearings
The Liberty Consolidated Planning Commission will hold a public meeting May 21, 2024, at 4:30 p.m., at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.

Public Hearings to be Held by the Applicable Governing Authority:
Tuesday, June 4, 2024, 6:00 p.m. – The Liberty County Board of Commissioners will meet at the LC Courthouse Annex, 112 North Main Street, Hinesville.
Thursday, June 6, 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.
48216 5/9/24 RL

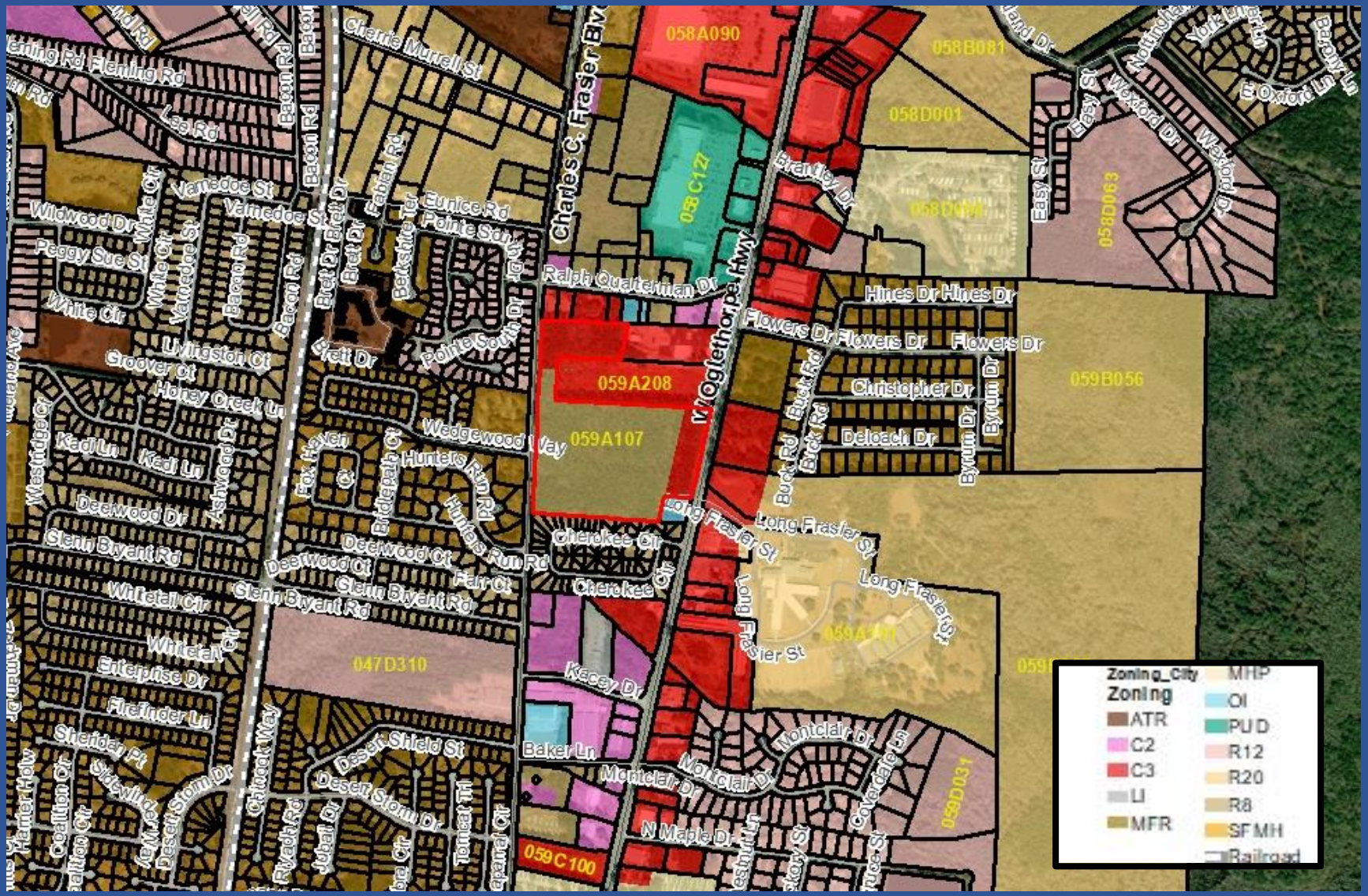
West Oglethorpe Hwy.

Charles C. Frasier Blvd.

Vicinity Map



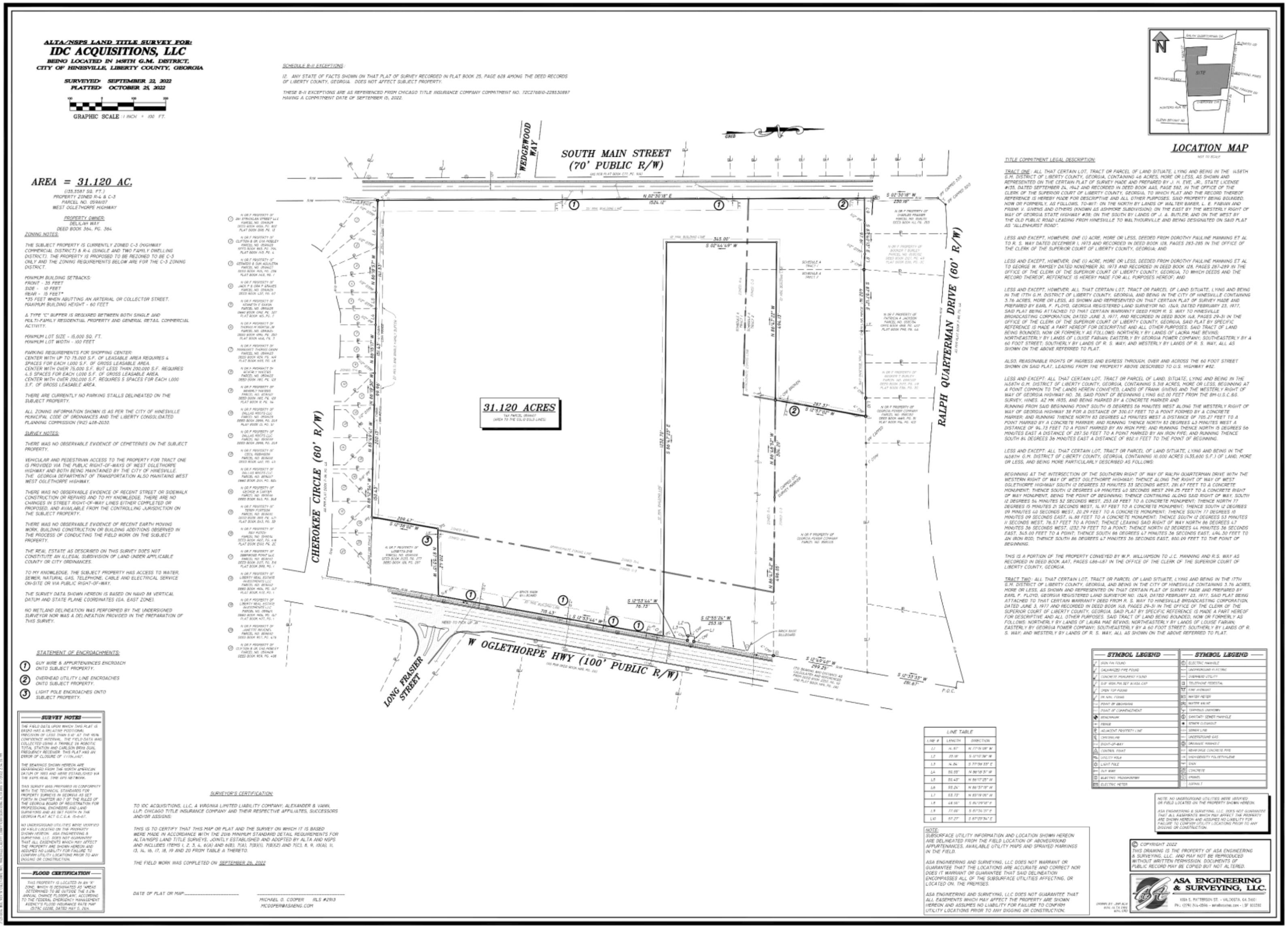
Zoning Map


058A090
058B081
058D001
058C127
058D063
059A208
059A107
059B056
047D310
059C100
Charles C. Fraser Blvd
W Ogletthorpe Hwy
Ralph Quarterman Dr
Hines Dr
Flowers Dr
Christopher Dr
Deloach Dr
Long Fraser St
Cherokee Cir
Kacey Dr
Baker Ln
Montclair Dr
N Maple Dr
Wedgewood Way
Hunters Run Rd
Glenn Bryant Rd
Deerwood Dr
Deerwood Ct
Fair Ct
Whitetail Cir
Enterprise Dr
Firefinder Ln
Desert Shield St
Desert Storm Dr
Chatham Way
Eunice Rd
Pointe South Dr
Fleming Rd
Lee Rd
Bacon Rd
Vamedoe St
Wildwood Dr
Peggy Sue St
White Cir
Livingston Ct
Groover Ct
Honey Creek Ln
Kadi Ln
Westridge Ct
Ashwood Dr
Fox Haven Ct
Bridgepath Ct
Berkshire Dr
Fabian Rd
Brett Dr
Charma Murrell St
Bradley Dr
Buck Rd
Brick Rd
Byrum Dr
Easy St
Wexford Dr
Oxford Ln
Zoning_City
Zoning
ATR
C2
C3
LI
MFR
MHP
OI
PUD
R12
R20
R8
SFMH
Railroad

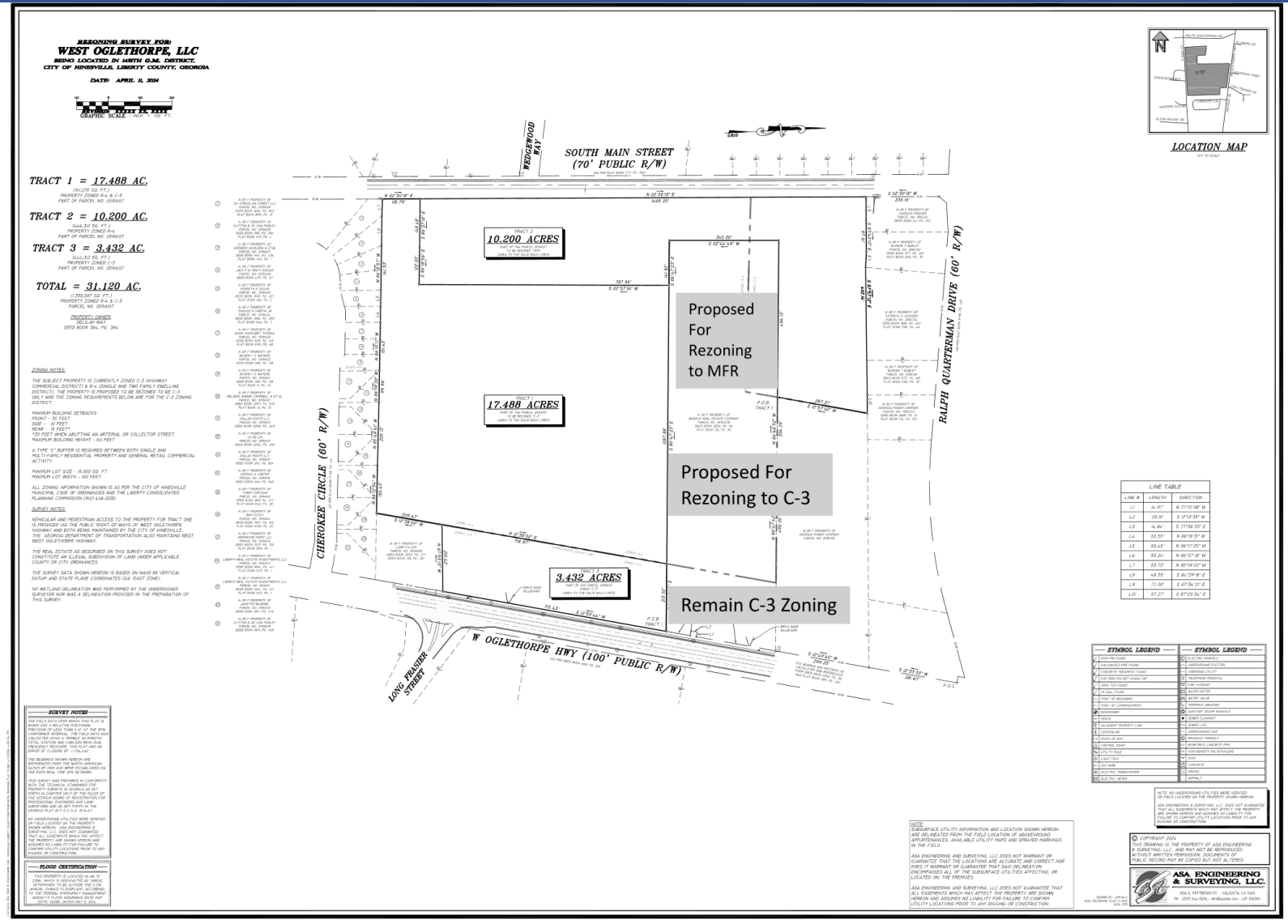
Narrative

IDC Acquisitions, LLC has proposed a Commercial Shopping Center development on Parcel 059A107 consisting of roughly 21 acres. The proposed retail development includes 140,648sq of Anchor retail space as well as two out parcels developments totaling 28,164sq, a 904-space parking lot and associated road improvements. The rear 10.20 acres of the development will be proposed for townhome residential development. The residential portion is planned for 100 unit homes.

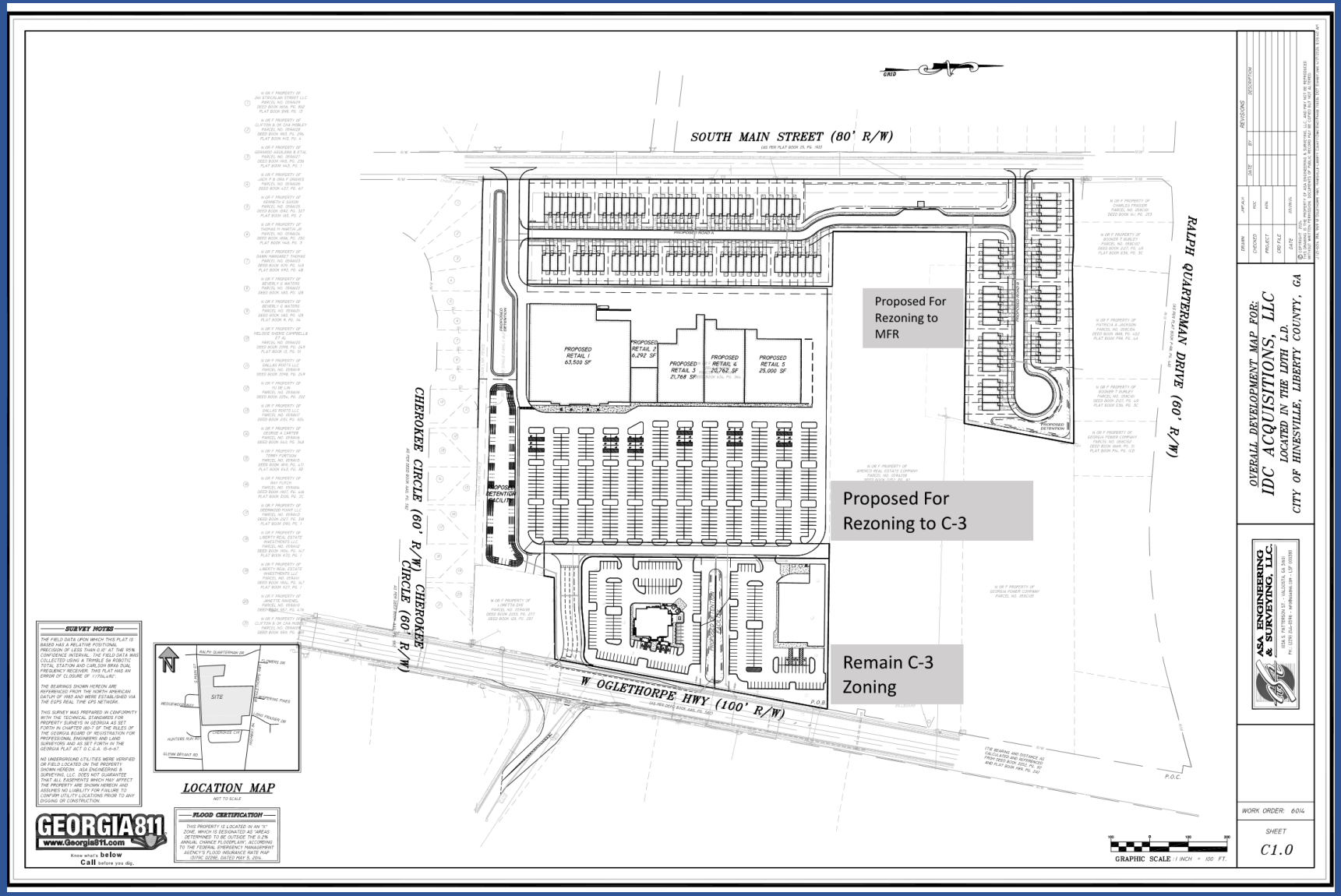
Plat


ALTA/NSPS LAND TITLE SURVEY FOR:
IDC ACQUISITIONS, LLC
BEING LOCATED IN 1458TH G.M. DISTRICT,
CITY OF HINESVILLE, LIBERTY COUNTY, GEORGIA
SURVEYED: SEPTEMBER 22, 2022
PLATTED: OCTOBER 25, 2022
GRAPHIC SCALE : 1 INCH = 100 FT.
SCHEDULE B-II EXCEPTIONS:
12. ANY STATE OF FACTS SHOWN ON THAT PLAT OF SURVEY RECORDED IN PLAT BOOK 25, PAGE 628 AMONG THE DEED RECORDS OF LIBERTY COUNTY, GEORGIA. DOES NOT AFFECT SUBJECT PROPERTY.
THESE B-II EXCEPTIONS ARE AS REFERENCED FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 72C276810-228530867 HAVING A COMMITMENT DATE OF SEPTEMBER 15, 2022.
AREA = 31.120 AC.
(135.5587 SQ. FT.)
PROPERTY ZONED R-4 & C-3
PARCEL NO. 059A107
WEST OGLETHORPE HIGHWAY
PROPERTY OWNER:
DELILAH WAY
DEED BOOK 364, PG. 364
ZONING NOTES:
THE SUBJECT PROPERTY IS CURRENTLY ZONED C-3 (HIGHWAY COMMERCIAL DISTRICT) & R-4 (SINGLE AND TWO FAMILY DWELLING DISTRICT). THE PROPERTY IS PROPOSED TO BE REZONED TO BE C-3 ONLY AND THE ZONING REQUIREMENTS BELOW ARE FOR THE C-3 ZONING DISTRICT.
MINIMUM BUILDING SETBACKS:
FRONT - 35 FEET
SIDE - 10 FEET
REAR - 15 FEET*
*35 FEET WHEN ABUTTING AN ARTERIAL OR COLLECTOR STREET.
MAXIMUM BUILDING HEIGHT - 60 FEET
A TYPE "C" BUFFER IS REQUIRED BETWEEN BOTH SINGLE AND MULTI-FAMILY RESIDENTIAL PROPERTY AND GENERAL RETAIL COMMERCIAL ACTIVITY.
MINIMUM LOT SIZE - 15,000 SQ. FT.
MINIMUM LOT WIDTH - 100 FEET
PARKING REQUIREMENTS FOR SHOPPING CENTER:
CENTER WITH UP TO 75,000 S.F. OF LEASABLE AREA REQUIRES 4 SPACES FOR EACH 1,000 S.F. OF GROSS LEASABLE AREA.
CENTER WITH OVER 75,000 S.F. BUT LESS THAN 200,000 S.F. REQUIRES 4.5 SPACES FOR EACH 1,000 S.F. OF GROSS LEASABLE AREA.
CENTER WITH OVER 200,000 S.F. REQUIRES 5 SPACES FOR EACH 1,000 S.F. OF GROSS LEASABLE AREA.
THERE ARE CURRENTLY NO PARKING STALLS DELINEATED ON THE SUBJECT PROPERTY.
ALL ZONING INFORMATION SHOWN IS AS PER THE CITY OF HINESVILLE MUNICIPAL CODE OF ORDINANCES AND THE LIBERTY CONSOLIDATED PLANNING COMMISSION (912) 408-2030.
SURVEY NOTES:
THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY.
VEHICULAR AND PEDESTRIAN ACCESS TO THE PROPERTY FOR TRACT ONE IS PROVIDED VIA THE PUBLIC RIGHT-OF-WAYS OF WEST OGLETHORPE HIGHWAY AND BOTH BEING MAINTAINED BY THE CITY OF HINESVILLE. THE GEORGIA DEPARTMENT OF TRANSPORTATION ALSO MAINTAINS WEST WEST OGLETHORPE HIGHWAY.
THERE WAS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AND TO MY KNOWLEDGE, THERE ARE NO CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION ON THE SUBJECT PROPERTY.
THERE WAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ON THE SUBJECT PROPERTY.
THE REAL ESTATE AS DESCRIBED ON THIS SURVEY DOES NOT CONSTITUTE AN ILLEGAL SUBDIVISION OF LAND UNDER APPLICABLE COUNTY OR CITY ORDINANCES.
TO MY KNOWLEDGE, THE SUBJECT PROPERTY HAS ACCESS TO WATER, SEWER, NATURAL GAS, TELEPHONE, CABLE AND ELECTRICAL SERVICE ON-SITE OR VIA PUBLIC RIGHT-OF-WAY.
THE SURVEY DATA SHOWN HEREON IS BASED ON NAVD 88 VERTICAL DATUM AND STATE PLANE COORDINATES (GA. EAST ZONE).
NO WETLAND DELINEATION WAS PERFORMED BY THE UNDERSIGNED SURVEYOR NOR WAS A DELINEATION PROVIDED IN THE PREPARATION OF THIS SURVEY.
STATEMENT OF ENCROACHMENTS:
1 GUY WIRE & APPURTENANCES ENCROACH ONTO SUBJECT PROPERTY.
2 OVERHEAD UTILITY LINE ENCROACHES ONTO SUBJECT PROPERTY.
3 LIGHT POLE ENCROACHES ONTO SUBJECT PROPERTY.
SURVEY NOTES
FLOOD CERTIFICATION
THIS PROPERTY IS LOCATED IN AN "X" ZONE, WHICH IS DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP
SOUTH MAIN STREET
(70' PUBLIC R/W)
WEDGEWOOD WAY
CHEROKEE CIRCLE (60' R/W)
RALPH QUARTERMAN DRIVE (60' R/W)
W OGLETHORPE HWY (100' PUBLIC R/W)
LONG FRASIER STREET
31.120 ACRES
N 02°30'18" E
1524.12'
S 02°30'18" W
230.16'
345.00'
S 02°44'49" W
287.37'
S 12°57'02" W
1232.70'
S 86°47'23" E
N 86°47'22" W
494.13'
N 86°48'52" W
306.20'
N 86°47'42" W
496.05'
209.47'
S 12°58'02" W
715.43'
S 12°53'44" W
76.73'
S 12°55'24" W
253.16'
S 12°49'40" W
299.25'
S 12°53'33" W
281.67'
P.O.C.
LOCATION MAP
SITE
TITLE COMMITMENT LEGAL DESCRIPTION:
TRACT ONE: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1458TH G.M. DISTRICT OF LIBERTY COUNTY, GEORGIA, CONTAINING 46 ACRES, MORE OR LESS, AS SHOWN AND REPRESENTED ON THE CERTAIN PLAT OF SURVEY MADE AND PREPARED BY J. H. EVE, JR., STATE LICENSE #155, DATED SEPTEMBER 24, 1942 AND RECORDED IN DEED BOOK AAS, PAGE 582, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF LIBERTY COUNTY, GEORGIA, TO WHICH PLAT AND THE RECORD THEREOF REFERENCE IS HEREBY MADE FOR DESCRIPTIVE AND ALL OTHER PURPOSES. SAID PROPERTY BEING BOUNDED, NOW OR FORMERLY, AS FOLLOWS, TO-WIT: ON THE NORTH BY LANDS OF WALTER BAKER, L. E. FABIAN AND FRANK V. GIVENS AND OTHERS (KNOWN AS ASHMORE SUBDIVISION); ON THE EAST BY THE WESTERLY RIGHT OF WAY OF GEORGIA STATE HIGHWAY #38; ON THE SOUTH BY LANDS OF J. A. BUTLER; AND ON THE WEST BY THE OLD PUBLIC ROAD LEADING FROM HINESVILLE TO WALTHOURVILLE AND BEING DESIGNATED ON SAID PLAT AS "ALLENHURST ROAD".
LESS AND EXCEPT, HOWEVER, ONE (1) ACRE, MORE OR LESS, DEEDED FROM DOROTHY PAULINE MANNING ET AL TO R. S. WAY DATED DECEMBER 1, 1973 AND RECORDED IN DEED BOOK 128, PAGES 283-285 IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF LIBERTY COUNTY, GEORGIA; AND
LESS AND EXCEPT, HOWEVER, ONE (1) ACRE, MORE OR LESS, DEEDED FROM DOROTHY PAULINE MANNING ET AL TO GEORGE W. RAMSEY DATED NOVEMBER 30, 1973 AND RECORDED IN DEED BOOK 128, PAGES 287-289 IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF LIBERTY COUNTY, GEORGIA, TO WHICH DEEDS AND THE RECORD THEREOF, REFERENCE IS HEREBY MADE FOR ALL PURPOSES HEREOF; AND
LESS AND EXCEPT, HOWEVER, ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 17TH G.M. DISTRICT OF LIBERTY COUNTY, GEORGIA, AND BEING IN THE CITY OF HINESVILLE CONTAINING 3.76 ACRES, MORE OR LESS, AS SHOWN AND REPRESENTED ON THAT CERTAIN PLAT OF SURVEY MADE AND PREPARED BY EARL F. FLOYD, GEORGIA REGISTERED LAND SURVEYOR NO. 1349, DATED FEBRUARY 23, 1977, SAID PLAT BEING ATTACHED TO THAT CERTAIN WARRANTY DEED FROM R. S. WAY TO HINESVILLE BROADCASTING CORPORATION, DATED JUNE 3, 1977, AND RECORDED IN DEED BOOK 168, PAGES 29-31 IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF LIBERTY COUNTY, GEORGIA, SAID PLAT BY SPECIFIC REFERENCE IS MADE A PART HEREOF FOR DESCRIPTIVE AND ALL OTHER PURPOSES. SAID TRACT OF LAND BEING BOUNDED, NOW OR FORMERLY AS FOLLOWS: NORTHERLY BY LANDS OF LAURA MAE BEVINS; NORTHEASTERLY BY LANDS OF LOUISE FABIAN; EASTERLY BY GEORGIA POWER COMPANY; SOUTHEASTERLY BY A 60 FOOT STREET; SOUTHERLY BY LANDS OF R. S. WAY; AND WESTERLY BY LANDS OF R. S. WAY, ALL AS SHOWN ON THE ABOVE REFERRED TO PLAT.
ALSO, REASONABLE RIGHTS OF INGRESS AND EGRESS THROUGH, OVER AND ACROSS THE 60 FOOT STREET SHOWN ON SAID PLAT, LEADING FROM THE PROPERTY ABOVE DESCRIBED TO U.S. HIGHWAY #82.
LESS AND EXCEPT: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE 1458TH G.M. DISTRICT OF LIBERTY COUNTY, GEORGIA, CONTAINING 5.318 ACRES, MORE OR LESS, BEGINNING AT A POINT COMMON TO THE LANDS HEREIN CONVEYED, LANDS OF FRANK GIVENS AND THE WESTERLY RIGHT OF WAY OF GEORGIA HIGHWAY NO. 38, SAID POINT OF BEGINNING LYING 612.00 FEET FROM THE BM-U.S.C.&G. SURVEY, HINES. AZ MK 1935, AND BEING MARKED BY A CONCRETE MARKER AND
RUNNING FROM SAID BEGINNING POINT SOUTH 15 DEGREES 56 MINUTES WEST ALONG THE WESTERLY RIGHT OF WAY OF GEORGIA HIGHWAY 38 FOR A DISTANCE OF 300.07 FEET TO A POINT FORMED BY A CONCRETE MARKER; AND RUNNING THENCE NORTH 83 DEGREES 43 MINUTES WEST A DISTANCE OF 705.27 FEET TO A POINT MARKED BY A CONCRETE MARKER; AND RUNNING THENCE NORTH 83 DEGREES 43 MINUTES WEST A DISTANCE OF 94.73 FEET TO A POINT MARKED BY AN IRON PIPE; AND RUNNING THENCE NORTH 15 DEGREES 56 MINUTES EAST A DISTANCE OF 287.50 FEET TO A POINT MARKED BY AN IRON PIPE; AND RUNNING THENCE SOUTH 84 DEGREES 36 MINUTES EAST A DISTANCE OF 802.11 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1458TH G.M. DISTRICT OF LIBERTY COUNTY, GEORGIA, CONTAINING 10.000 ACRES (435,600 S.F.) OF LAND, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF RALPH QUARTERMAN DRIVE WITH THE WESTERN RIGHT OF WAY OF WEST OGLETHORPE HIGHWAY; THENCE ALONG THE RIGHT OF WAY OF WEST OGLETHORPE HIGHWAY SOUTH 12 DEGREES 33 MINUTES 33 SECONDS WEST, 281.67 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12 DEGREES 49 MINUTES 40 SECONDS WEST 299.25 FEET TO A CONCRETE RIGHT OF WAY MONUMENT, BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 12 DEGREES 56 MINUTES 52 SECONDS WEST, 253.08 FEET TO A CONCRETE MONUMENT; THENCE NORTH 77 DEGREES 15 MINUTES 21 SECONDS WEST, 16.97 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12 DEGREES 09 MINUTES 40 SECONDS WEST, 20.29 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 77 DEGREES 10 MINUTES 09 SECONDS EAST, 14.88 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12 DEGREES 53 MINUTES 11 SECONDS WEST, 76.57 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 86 DEGREES 47 MINUTES 36 SECONDS WEST, 1232.79 FEET TO A POINT; THENCE NORTH 02 DEGREES 44 MINUTES 36 SECONDS EAST, 345.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 47 MINUTES 36 SECONDS EAST, 494.30 FEET TO AN IRON ROD; THENCE SOUTH 86 DEGREES 47 MINUTES 36 SECONDS EAST, 800.09 FEET TO THE POINT OF BEGINNING.
THIS IS A PORTION OF THE PROPERTY CONVEYED BY W.P. WILLIAMSON TO J.C. MANNING AND R.S. WAY AS RECORDED IN DEED BOOK AAT, PAGES 486-487 IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF LIBERTY COUNTY, GEORGIA.
TRACT TWO: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 17TH G.M. DISTRICT OF LIBERTY COUNTY, GEORGIA, AND BEING IN THE CITY OF HINESVILLE CONTAINING 3.76 ACRES, MORE OR LESS, AS SHOWN AND REPRESENTED ON THAT CERTAIN PLAT OF SURVEY MADE AND PREPARED BY EARL F. FLOYD, GEORGIA REGISTERED LAND SURVEYOR NO. 1349, DATED FEBRUARY 23, 1977, SAID PLAT BEING ATTACHED TO THAT CERTAIN WARRANTY DEED FROM R. S. WAY TO HINESVILLE BROADCASTING CORPORATION, DATED JUNE 3, 1977 AND RECORDED IN DEED BOOK 168, PAGES 29-31 IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF LIBERTY COUNTY, GEORGIA, SAID PLAT BY SPECIFIC REFERENCE IS MADE A PART HEREOF FOR DESCRIPTIVE AND ALL OTHER PURPOSES. SAID TRACT OF LAND BEING BOUNDED, NOW OR FORMERLY AS FOLLOWS: NORTHERLY BY LANDS OF LAURA MAE BEVINS; NORTHEASTERLY BY LANDS OF LOUISE FABIAN; EASTERLY BY GEORGIA POWER COMPANY; SOUTHEASTERLY BY A 60 FOOT STREET; SOUTHERLY BY LANDS OF R. S. WAY; AND WESTERLY BY LANDS OF R. S. WAY, ALL AS SHOWN ON THE ABOVE REFERRED TO PLAT.
SYMBOL LEGEND
LINE TABLE
SURVEYOR'S CERTIFICATION:
TO IDC ACQUISITIONS, LLC, A VIRGINIA LIMITED LIABILITY COMPANY; ALEXANDER & VANN, LLP; CHICAGO TITLE INSURANCE COMPANY AND THEIR RESPECTIVE AFFILIATES, SUCCESSORS AND/OR ASSIGNS:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 6(A) AND 6(B), 7(A), 7(B)(1), 7(B)(2) AND 7(C), 8, 9, 10(A), 11, 13, 14, 16, 17, 18, 19 AND 20 FROM TABLE A THERETO.
THE FIELD WORK WAS COMPLETED ON SEPTEMBER 26, 2022
DATE OF PLAT OR MAP:
MICHAEL O. COOPER RLS #2913
MCOOPER@ASAENG.COM
NOTE:
SUBSURFACE UTILITY INFORMATION AND LOCATION SHOWN HEREON ARE DELINEATED FROM THE FIELD LOCATION OF ABOVEGROUND APPURTENANCES, AVAILABLE UTILITY MAPS AND SPRAYED MARKINGS IN THE FIELD.
ASA ENGINEERING AND SURVEYING, LLC DOES NOT WARRANT OR GUARANTEE THAT THE LOCATIONS ARE ACCURATE AND CORRECT NOR DOES IT WARRANT OR GUARANTEE THAT SAID DELINEATION ENCOMPASSES ALL OF THE SUBSURFACE UTILITIES AFFECTING, OR LOCATED ON, THE PREMISES.
ASA ENGINEERING AND SURVEYING, LLC DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON AND ASSUMES NO LIABILITY FOR FAILURE TO CONFIRM UTILITY LOCATIONS PRIOR TO ANY DIGGING OR CONSTRUCTION.
© COPYRIGHT 2022
THIS DRAWING IS THE PROPERTY OF ASA ENGINEERING & SURVEYING, LLC. AND MAY NOT BE REPRODUCED WITHOUT WRITTEN PERMISSION. DOCUMENTS OF PUBLIC RECORD MAY BE COPIED BUT NOT ALTERED.
ASA ENGINEERING & SURVEYING, LLC.

Proposed Rezoning



Plan


SOUTH MAIN STREET (80' R/W)
RALPH QUARTERMAN DRIVE (60' R/W)
CHEROKEE CIRCLE (60' R/W)
W OGLETHORPE HWY (100' R/W)
PROPOSED RETAIL 1 63,500 SF
PROPOSED RETAIL 2 6,292 SF
PROPOSED RETAIL 3 21,768 SF
PROPOSED RETAIL 4 20,762 SF
PROPOSED RETAIL 5 25,000 SF
PROPOSED DETENTION
Proposed For Rezoning to MFR
Proposed For Rezoning to C-3
Remain C-3 Zoning
SURVEY NOTES
LOCATION MAP
NOT TO SCALE
FLOOD CERTIFICATION
GEORGIA811
www.Georgia811.com
Know what's below
Call before you dig.
GRAPHIC SCALE: 1 INCH = 100 FT.
OVERALL DEVELOPMENT MAP FOR:
IDC ACQUISITIONS, LLC
LOCATED IN THE 10TH L.D.
CITY OF HINESVILLE, LIBERTY COUNTY, GA
ASA ENGINEERING & SURVEYING, LLC.
WORK ORDER: 6014
SHEET
C1.0

Zoning Analysis

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

Zoning Analysis

4. Will there be an adverse effect on the value and usability of nearby properties?
   - *A 6-foot fence and 20 foot planted or preserved buffer is required along abutting residential properties.*
5. Is the proposed use suitable in view of nearby uses?
   - *Yes.*
6. Will the zoning proposal create an undue burden on transportation including streets and transit, and on schools, utilities, or the provision of public safety?
   - *A traffic study is required to mitigate any undue burdens.*

Zoning Analysis

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

Zoning Analysis

10. Is this parcel in a flood hazard area?
    - *No.*
11. Is it spot zoning and unrelated to the existing pattern of development?
    - *No.*
12. Are there unique conditions which support approval or denial?
    - *Property fronts on Highway 84 and that portion is already zoned C-3.*

LCPC Recommendation

Approval

Rezoning Petition 2024-030-H

Conditions

Standard and Special

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.

Special Condition

- Traffic study shall be submitted at the time of site plan review to evaluate the impacts on Highway 84 and Charles C. Frasier Boulevard.

LCPC Recommendation

Approval

Rezoning Petition 2024-030-H

Conditions

Standard and Special

Liberty Consolidated
LCPC
Est. 2005
Planning Commission

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Rezoning Petition 2024-031-H

Prepared by: Lori Parks

Presented by: Jeff Ricketson

PURPOSE: A rezoning petition has been submitted by KC Brothers Construction to rezone 15.3 acres +/- from R-8 (Single-Family Residential) to MFR (Multi-Family Residential) for apartments. Property is located on Ellie Lane in Hinesville and is further described as LCTM Parcel 047A022 (portion thereof).

BACKGROUND:

FUNDING: N/A

RECOMMENDATION: May 21, 2024. LCPC Commissioners recommended approval with standard and special conditions. The special conditions are a wetland delineation shall be required and approval by the Amry Corps of Engineers prior to site plan review, before approval of the preliminary plat and ownership of Ellie Lane shall be determined.

ATTACHMENTS:

1. Rezoning Petition 2024-031-H

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2024-031-H

A rezoning petition has been submitted by KC Brothers Construction to rezone 15.3 acres +/- from R-8 (Single-Family Residential-8) to MFR (Multi-Family Residential) for apartments. Property is located on Ellie Lane in Hinesville and is further described as LCTM Parcel 047A202 (portion thereof).

Public Notification

Rezoning Petition 2024-030-H
A rezoning petition has been submitted by Interstate Commercial Real Estate Services on behalf of the owner, Delilah Waye, to rezone 17.48 acres +/- from R-8 (Single-Family Residential-8) to C-3 (Highway Commercial) for a shopping center and 10.20 acres +/- from C-3 (Highway Commercial) and R-8 (Single-Family Resiential-8) to MFR (Multi-Family Residential) for townhomes. Property is located on West Oglethorpe Highway in Hinesville and is further described as LCTM Parcel 059A107. Property is bounded now or formerly as follows: NORTH by lands of Americo Real Estate Company, Shirley C. Frasier, Booker T. Burley, Patricia A. Jackson and Georgia Power Company; EAST by West Oglethorpe Highway and lands of Loretta Dye; SOUTH lands of 261 Strickland Street, LLC, Clifton and Ok Cha Mobley, Gerardo Aguilera and Et al, Michael P. Quarterman Sr. and Pamela Y. Quarterman, Dawn Margaret Thomas, Michael Quarterman, Dallas Roots, LLC, Melodie Sherie Campbell and Et al, Yu D. Lin, George A. Carter, Terry S. and Angela G. Fortson, Ray Futch, Keyonna Hampton, Liberty Real Estate Investments, LLC and Janette Ravenel; and WEST by Charles C. Frasier Boulevard.

Rezoning Petition 2024-031-H
A rezoning petition has been submitted by KC Brothers Construction to rezone 15.3 acres +/- from R-8 (Single-Family Residential-8) to MFR (Multi-Family Residential) for apartments. Property is located on Ellie Lane in Hinesville and is further described as LCTM Parcel 047A202. Property is bounded now or formerly as follows: NORTH by Whippoorwill Way and lands of Jeremy J. Cavazos and Tiffanie Cavazos and Aidan Gulley and Angela Gulley; EAST by lands of Pablo Lasalle Jr., Modesto Cotto and Alejandrina Yeye, Chad M. Luttrull, Medina Diana A. and Jorge A. Lopez, Lawrence Garrow, Peggy Simpson Wells, Kerry S. Frasier and KC Brothers Construction, LLC; SOUTH by Ellie Lane; and WEST by Ellie Lane and lands of Shelly Walker.

Rezoning Petition 2024-032-LC
A rezoning petition has been submitted by Dryden Enterprises to rezone 12.26 acres +/- from AR-1 (Agricultural Residential) to PUD (Planned Unit Development) to add to the Alder Grove Subdivision General Development Plan, increasing the total units from 232 to 255. Property is located on Isle of Wight Road in unincorporated Liberty County and is further described as LCTM Parcel 263C033. Property is bounded now or formerly as follows: NORTH by Isle of Wight Road; EAST by lands of Gladys and Verdelle Lambert, Lewis Golden, The Quarterman Living Trust; SOUTH by lands of Dryden Enterprises Inc.; and WEST by lands of David B. Ayers, Majorie E. Wedincamp, Charlotte and Joe Hall, Jayla N. and Michael J. Maxwell, Marco and Karla S. Lopez, Olaf and Tammy J. Marks.

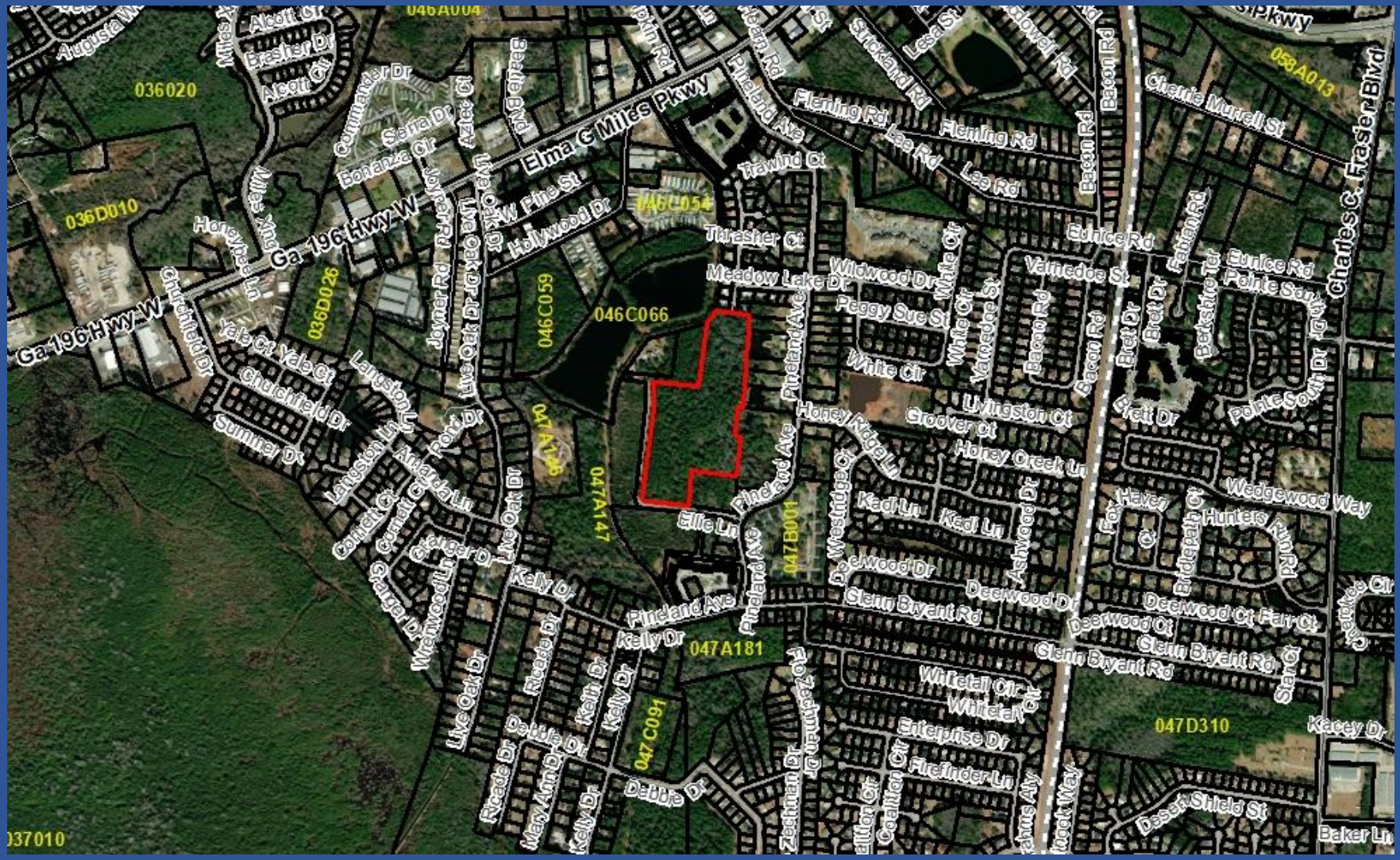
Public Hearings
The Liberty Consolidated Planning Commission will hold a public meeting May 21, 2024, at 4:30 p.m., at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.

Public Hearings to be Held by the Applicable Governing Authority:
Tuesday, June 4, 2024, 6:00 p.m. – The Liberty County Board of Commissioners will meet at the LC Courthouse Annex, 112 North Main Street, Hinesville.
Thursday, June 6, 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.
48216 5/9/24 RL

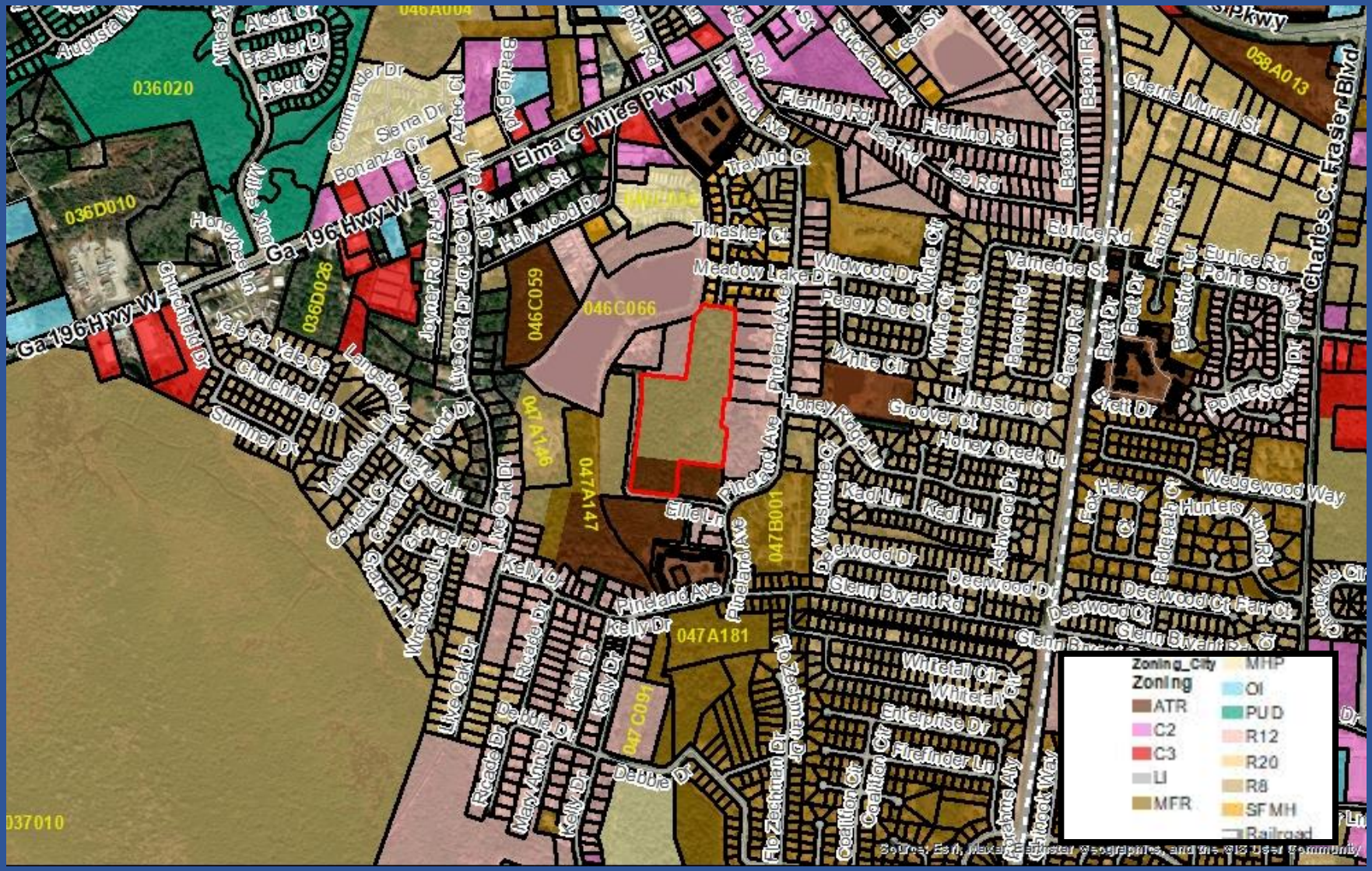
Ellie Lane

Whippoorwill Way

Vicinity Map



Zoning Map


Zoning_City
Zoning
ATR
C2
C3
LI
MFR
MHP
OI
PUD
R12
R20
R8
SFMH
Railroad
Elma G Miles Pkwy
Ga 196 Hwy W
Pineland Ave
Fleming Rd
Lee Rd
Bacon Rd
Charlie Murrell St
Charles C. Frasier Blvd
Eunice Rd
Pointe South Dr
Glenn Bryant Rd
Deerwood Dr
Deerwood Ct
Wedgewood Way
Hunters Run Rd
Kelly Dr
Kedi Ln
Ellie Ln
Debbie Dr
Enterprise Dr
Firefinder Ln
Whitetail Cir
Coalition Cir
Meadow Lake Dr
Thrasher Ct
Holywood Dr
Peggy Sue St
White Cir
Livingston Ct
Glover Ct
Honey Creek Ln
Honey Ridge Ln
Varnedoe St
Trawind Ct
Sierra Dr
Bonanza Cir
Commander Dr
Aztec Ct
Yale Ct
Churchfield Dr
Sumter Dr
Langston Ln
Pond Dr
Live Oak Dr
Jayner Rd
Wrenwood Ln
Ricede Dr
Mary Ann Dr
Kelly Dr
Fio Zachman Dr
Ashdrus Ally
Chilcock Way
Fox Haven Ct
Bridgepath Ct
Berkshire Rd
Fabian Rd
Brett Dr
Efrett Dr
036020
036D010
036D026
046A004
046C059
046C066
047A146
047A147
047B001
047A181
047C09
058A013
037010

Flood Map

Elma C Miles Pkwy
Ga 196 Hwy W
Pineland Ave
Glenn Bryant Rd
Fleming Rd
Bacon Rd
Eunice Rd
Lee Rd
Brett Dr
Kadi Ln
Deerwood Dr
Honey Ridge Ln
Meadow Lake Dr
Wildwood Dr
Peggy Sue St
White Cir
Valmedoe St
Groover Ct
Livingston Ct
Honey Creek Ln
Enterprise Dr
Whitetail Cir
Live Oak Dr
Hollywood Dr
W Pine St
Joyner Rd
Kelly Dr
Ellie Ln
Trawind Ct
Thrasher Ct
Streckland Rd
Clowell Rd
Charlie Murrell St
Hebron Rd
Berkshire Tce
Greenbriar Rd
Hunters Run Rd
Deerwood Ct
Wedgewood Way
Westridge Ct
Rivegate Dr
Kelly Dr
Daffodil Dr
Enterprise Dr
046B155
046B153
046C066
046C059
046C051
046C054
046D333
047A202
047A210
047A147
047A201
047B001
047A181
047C091
036020
036D022
036D026
Railroad Flood Zones
Parcels
LOMAR
Floodway
Zone A
Zone AE
Zone X (Shaded)

Wetlands Map

Narrative

GOOSE CREEK LLC

Rezoning Narrative
for James Rim

Tax Parcel 047A 202
Ellie Lane, Hinesville, Georgia

The current zoning for the tax parcel 047A 202 (17.7 acres +/-) is ATR and R8.

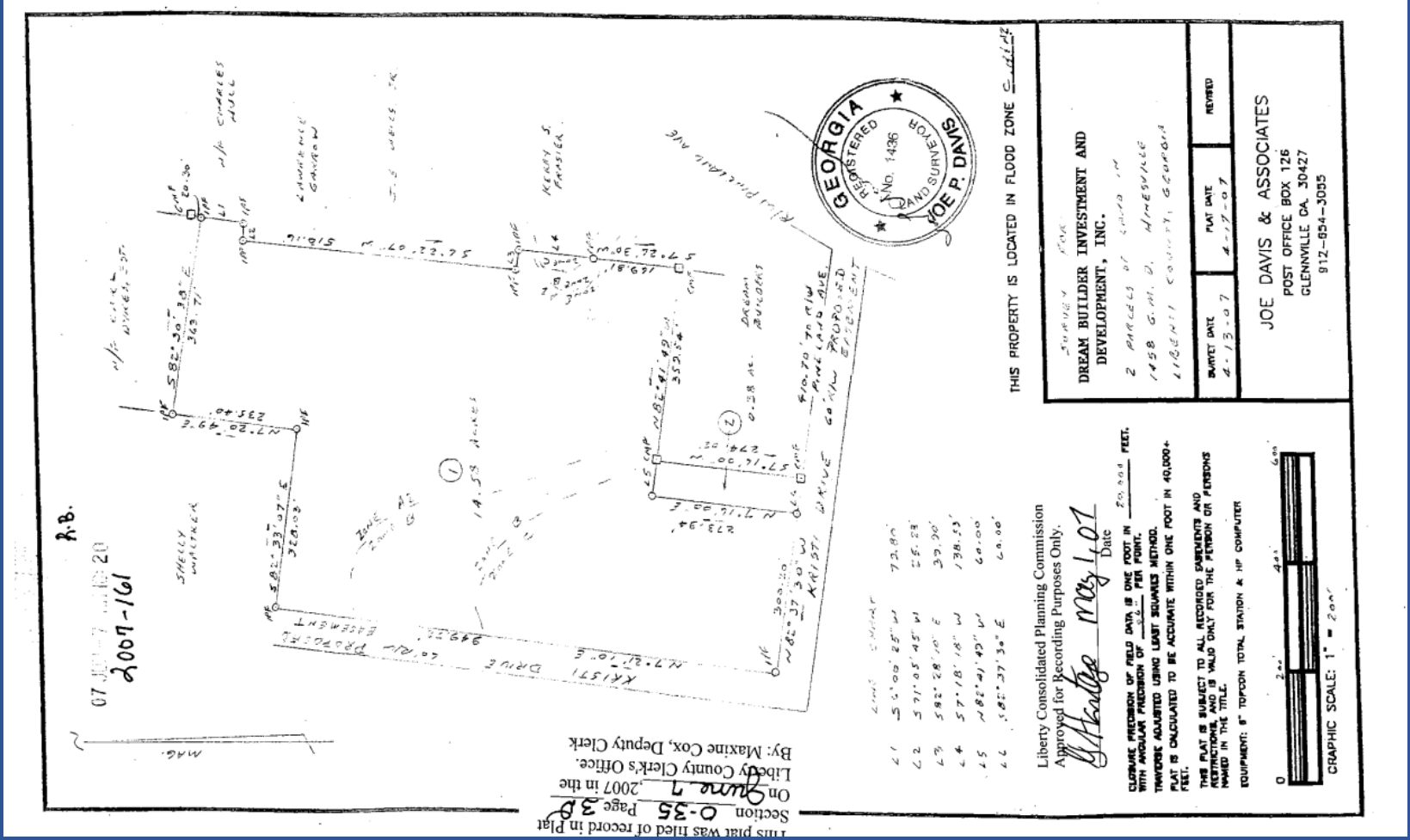
The subject parcel is located along Ellie Lane in Hinesville, Georgia. The project is proposed to include the remaining portion of Parcel 047A 202 that is not zoned ATR (roughly 15.3 AC), and rezone it to MFR. This property will be developed for multifamily apartments and include several greenspaces and necessary storm water detention. This parcel is anticipated to yield roughly 48 rentable units plus roughly 41 townhome units shared between Parcel 047A 202 and Parcel 047A 203. A portion of Ellie Lane will be improved to city roadway standards in conjunction with this development. The project will be accessed through the first public portion of Ellie Lane.

The current zoning designation for tax parcel 047A 202 (approximately 17.7 acres) is ATR and R8. Roughly 15.3 acres is currently zoned R-8. Goose Creek, on behalf of our client, is respectfully requesting that 15.3 acres zoned R-8 to be rezoned to MFR.

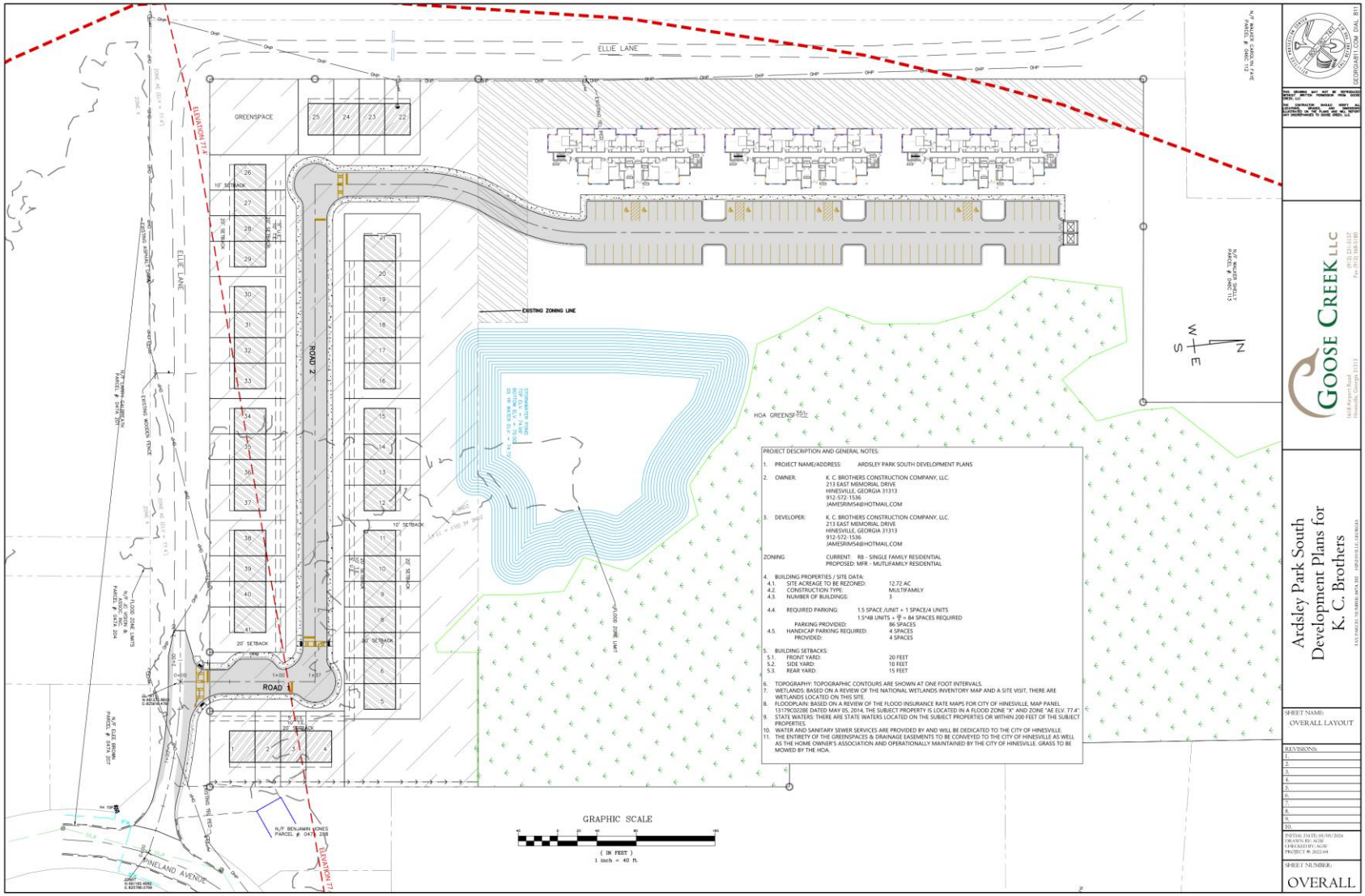
Situated along Ellie Lane, the intended development of this property entails the construction of multifamily apartments and townhomes, incorporating various greenspaces and requisite stormwater detention facilities. It is estimated that this development will accommodate approximately 48 rentable units, in addition to around 41 townhome units, distributed between Parcel 047A 202 and Parcel 047A 203. Though these are estimates based on the current information, a yield of 60-80 rentable units would be ideal, though unlikely based on site constraints.

Furthermore, a segment of Ellie Lane will undergo enhancements to comply with city roadway standards, in tandem with the progression of this development. Access to the project site will primarily be facilitated through the initial public segment of Ellie Lane.

Plat


2007-161
SHELLY WALTKER
KRISTI DRIVE
PROPOSED EASEMENT
KERRY S. PARSLER
DEBRA BUCKNER
KRISTI DRIVE
PROPOSED EASEMENT
GEORGIA
REGISTERED
LAND SURVEYOR
No. 1436
JOE P. DAVIS
THIS PROPERTY IS LOCATED IN FLOOD ZONE C
DREAM BUILDER INVESTMENT AND DEVELOPMENT, INC.
2 PARCELS OF LAND IN
1458 G.M. D. HINESVILLE
LIBERTY COUNTY, GEORGIA
SURVEY DATE 4-13-07
PLAT DATE 4-17-07
REVISED
JOE DAVIS & ASSOCIATES
POST OFFICE BOX 126
GLENNVILLE GA. 30427
912-654-3055
Liberty Consolidated Planning Commission
Approved for Recording Purposes Only.
Date
CLOSURE PRECISION OF FIELD DATA IS ONE FOOT IN 20,000 FEET.
WITH ANGULAR PRECISION OF 6" PER POINT.
TRAVERSE ADJUSTED USING LEAST SQUARES METHOD.
PLAT IS CALCULATED TO BE ACCURATE WITHIN ONE FOOT IN 40,000+ FEET.
THIS PLAT IS SUBJECT TO ALL RECORDED EASEMENTS AND RESTRICTIONS, AND IS VALID ONLY FOR THE PERSON OR PERSONS NAMED IN THE TITLE.
EQUIPMENT: 6" TOPCON TOTAL STATION & HP COMPUTER
CRAPHIC SCALE: 1" = 200'
This plat was filed of record in Plat Section O-35 Page 38
On June 7 2007 in the Liberty County Clerk's Office.
By: Maxine Cox, Deputy Clerk

Plan


ELLIE LANE
GREENSPACE
ROAD 2
ROAD 1
EXISTING ZONING LINE
HOA GREENSPACE
ELEVATION 77.4
PINELAND AVENUE
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
PROJECT DESCRIPTION AND GENERAL NOTES:
1. PROJECT NAME/ADDRESS: ARDSLEY PARK SOUTH DEVELOPMENT PLANS
2. OWNER: K. C. BROTHERS CONSTRUCTION COMPANY, LLC. 213 EAST MEMORIAL DRIVE HINESVILLE, GEORGIA 31313 912-572-1536 JAMESRIMS4@HOTMAIL.COM
3. DEVELOPER: K. C. BROTHERS CONSTRUCTION COMPANY, LLC. 213 EAST MEMORIAL DRIVE HINESVILLE, GEORGIA 31313 912-572-1536 JAMESRIMS4@HOTMAIL.COM
ZONING: CURRENT: RB - SINGLE FAMILY RESIDENTIAL PROPOSED: MFR - MUTLIFAMILY RESIDENTIAL
4. BUILDING PROPERTIES / SITE DATA:
4.1. SITE ACREAGE TO BE REZONED: 12.72 AC
4.2. CONSTRUCTION TYPE: MULTIFAMILY
4.3. NUMBER OF BUILDINGS: 3
4.4. REQUIRED PARKING: 1.5 SPACE /UNIT + 1 SPACE/4 UNITS 1.5*48 UNITS + 48/4 = 84 SPACES REQUIRED
PARKING PROVIDED: 86 SPACES
4.5. HANDICAP PARKING REQUIRED: 4 SPACES
PROVIDED: 4 SPACES
5. BUILDING SETBACKS:
5.1. FRONT YARD: 20 FEET
5.2. SIDE YARD: 10 FEET
5.3. REAR YARD: 15 FEET
6. TOPOGRAPHY: TOPOGRAPHIC CONTOURS ARE SHOWN AT ONE FOOT INTERVALS.
7. WETLANDS: BASED ON A REVIEW OF THE NATIONAL WETLANDS INVENTORY MAP AND A SITE VISIT, THERE ARE WETLANDS LOCATED ON THIS SITE.
8. FLOODPLAIN: BASED ON A REVIEW OF THE FLOOD INSURANCE RATE MAPS FOR CITY OF HINESVILLE, MAP PANEL 13179C0020E DATED MAY 05, 2014, THE SUBJECT PROPERTY IS LOCATED IN A FLOOD ZONE "X" AND ZONE "AE ELV. 77.4".
9. STATE WATERS: THERE ARE STATE WATERS LOCATED ON THE SUBJECT PROPERTIES OR WITHIN 200 FEET OF THE SUBJECT PROPERTIES.
10. WATER AND SANITARY SEWER SERVICES ARE PROVIDED BY AND WILL BE DEDICATED TO THE CITY OF HINESVILLE.
11. THE ENTIRETY OF THE GREENSPACES & DRAINAGE EASEMENTS TO BE CONVEYED TO THE CITY OF HINESVILLE AS WELL AS THE HOME OWNER'S ASSOCIATION AND OPERATIONALLY MAINTAINED BY THE CITY OF HINESVILLE. GRASS TO BE MOWED BY THE HOA.
GOOSE CREEK LLC
Ardsley Park South Development Plans for K. C. Brothers
SHEET NAME: OVERALL LAYOUT
REVISIONS:
SHEET NUMBER: OVERALL

Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

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

Zoning Analysis

10. Is this parcel in a flood hazard area?
    - *Yes, it is entirely in flood zone AE and there is floodway on the property. A flood study will be required for development in the floodplain.*
11. Is it spot zoning and unrelated to the existing pattern of development?
    - *No.*
12. Are there unique conditions which support approval or denial?
    - *No.*

LCPC Recommendation

Approval

Rezoning Petition 2024-031-H

Conditions

Standard and Special

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.

Special Conditions

- Wetland delineation shall be required and approved by the Army Corps of Engineers prior to site plan review.
- Before approval of the preliminary plat and ownership of Ellie Lane shall be determined.

LCPC Recommendation

Approval

Rezoning Petition 2024-031-H

Conditions

Standard and Special

Liberty Consolidated
LCPC
Est. 2005
Planning Commission

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: 2024-2028 Consolidated Plan and the 2024 Annual Action Plan

Prepared by: Temperance West

Presented by: Ryan Arnold

PURPOSE: To present to Mayor and Council the draft of the 2024-2028 Consolidated Plan and 2024 Annual Action Plan, which enables continued funding under the Community Development Block Grant.

BACKGROUND: In 2003, the City of Hinesville was designated as an entitlement community, making it eligible to receive Community Development Block Grant funding from the United States Department of Housing and Urban Development (HUD). This funding provides an annual allocation designed to revitalize neighborhoods, expand and maintain affordable housing and economic opportunities, and/or improve community facilities and services that benefit low-moderate income persons.

In order to remain eligible for this non-competitive funding, the City of Hinesville must file a Consolidated Plan every five years that outlines the City's priorities, objectives, and strategies over the next five years, along with an Annual Action Plan that speaks to activities that will be undertaken within the specific fiscal year. The 2024 allocation is $278,545 and has no match requirement.

FUNDING: $278,545

RECOMMENDATION: N/A

ATTACHMENTS:
1. Hinesville ConPlan and AI City Council Presentation
2. 2024 Annual Action Plan Budget

PREVIOUS COUNCIL DISCUSSION: N/A

HINESVILLE
GEORGIA
"Home for a Day or a Lifetime"

MOSAIC
COMMUNITY PLANNING

Consolidated Plan, Annual Action Plan, & Analysis of Impediments to Fair Housing Choice

June 2024

CONSOLIDATED PLAN & ANNUAL ACTION PLAN

- Identifies and prioritizes community development and housing needs
- Serves as funding application for Community Development Block Grant (CDBG) program
- Develops a strategy to target federal grant money to areas with greatest needs

PROJECT TIMELINE

- **Community engagement and data gathering:** November-December 2023
- **Read and comment on the draft plans at HinesvilleGAConPlan.com:** June 3-July 3, 2024
- **Plan Finalization and Approval:** June -July 2024

COMMUNITY ENGAGEMENT

- Project website **HinesvilleGAConPlan.com:** 1,022 site visitors engaged
- Housing and community needs survey: 38 respondents
- 2 Community workshops (1 virtual, 1 in-person)
- Stakeholder engagement through interviews, community workshops, focus groups, and written requests for information: 12 organizations/agencies engaged
- Resident focus groups through Liberty ReEntry Coalition and Hinesville Housing Authority: 13 participants
- 30-day public comment period: June 3 – July 3, 2024

CDBG FUNDING OBJECTIVES

- Develop communities through:
  - Decent housing
  - Suitable living environment
  - Expanded economic opportunity
- Result in:
  - Benefit to people with low or moderate incomes
  - Prevent or eliminate slum or blight
  - Meet an urgent need

CDBG ELIGIBLE ACTIVITIES

- Wide variety, including:
  - Housing & other property activities
  - Public facilities & public services
  - Economic development activities
  - Funding to nonprofit organizations
  - Planning and administration
  - Other activities

2023-2027 GOALS AND ANTICIPATED RESOURCES

Program	Funding- Year 1	Funding- 5 Years (expected)
CDBG	$278,545	$1,378,545

Goal	Funding- 5 Years	Outcomes- 5 Years
Reduce Blight	CDBG: $160,000	8 buildings demolished
Improve Housing Access and Quality	CDBG: $455,000	21 homeowner housing units rehabilitated 2 homeowner housing units added
Improve Public Facilities and Infrastructure	CDBG: $281,054	Public facility or infrastructure activities: 2,500 persons assisted
Provide Public Services	CDBG: $206,782	Public service activities other than low/moderate income household benefit: 1,000 households assisted
Planning and Administration	CDBG: $275,709	Other: Administration and planning; fair housing activities

2024 PROJECTS

Project	Description	Funding- 2024
Owner-Occupied Rehab	Provide small home repair grants or loans to eligible homeowners who own and occupy their home.	$80,000
Land Acquisition and Clearing	Land acquisition and clearing to support affordable housing development	$20,000
Public Services	Funding to nonprofit organizations to conduct public service activities.	$41,782
Public Infrastructure Improvements	Provide public infrastructure improvements within Low-Moderate Income areas within the City of Hinesville	$81,054
Program Administration	Administration of CDBG program	$55,709
TOTAL		**$278,545**

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)

Assesses equal access to housing as set forth by Title VI of the Civil Rights Act of 1964 and Fair Housing Act of 1968, which:

> **"protect a person's right to own, sell, purchase, or rent housing of his or her choice without fear of unlawful discrimination"**

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AFFIRMATIVELY FURTHERING FAIR HOUSING

Recipients of HUD funds are required to take meaningful actions, in addition to combating discrimination, that:

- Overcome patterns of segregation and
- Foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics:

  - Race
  - Color
  - National origin
  - Religion
  - Sex (including gender identity and sexual orientation)
  - Familial status
  - Disability

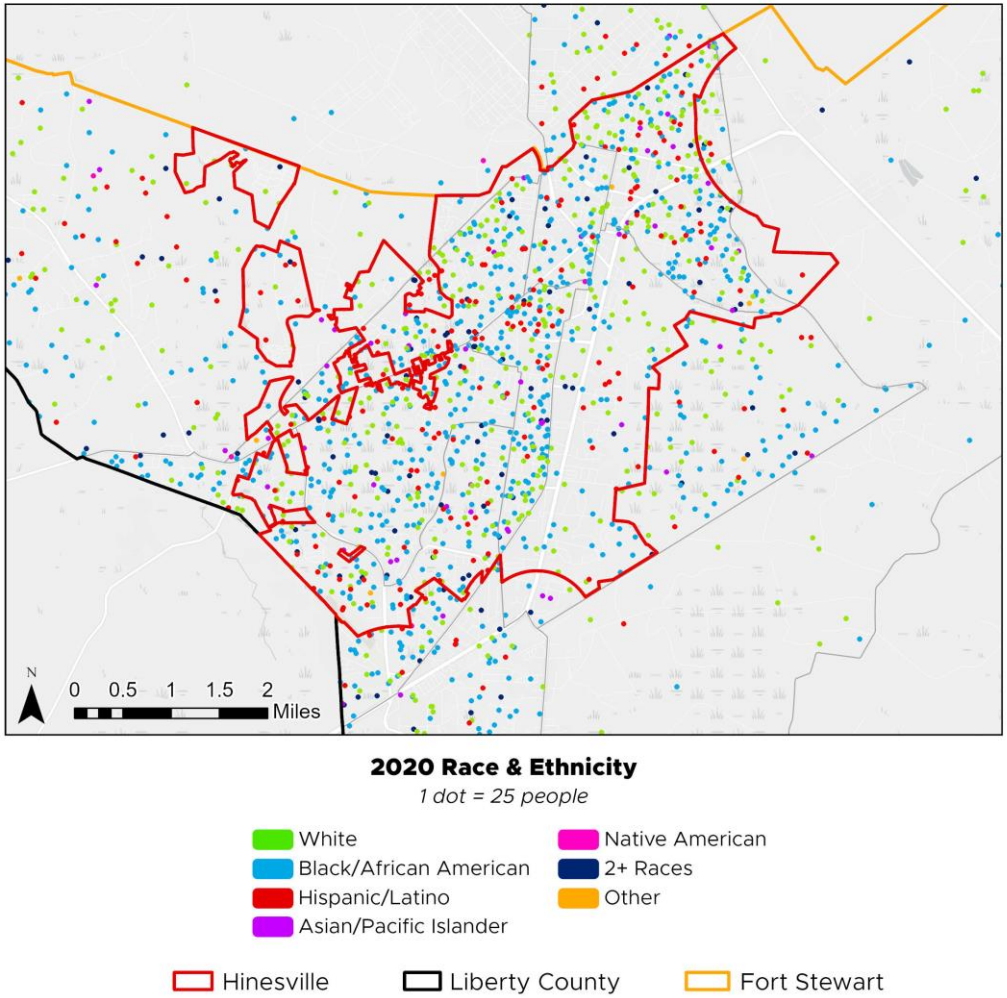
WHAT WILL THE AI INCLUDE?

- Analysis of the local fair housing landscape
- Four specific fair housing issues:
  - Integration and segregation
  - Areas of poverty
  - Access to opportunity
  - Housing need
- Fair housing priorities and goals

SEGREGATION/ INTEGRATION

Mapping of residential patterns by:

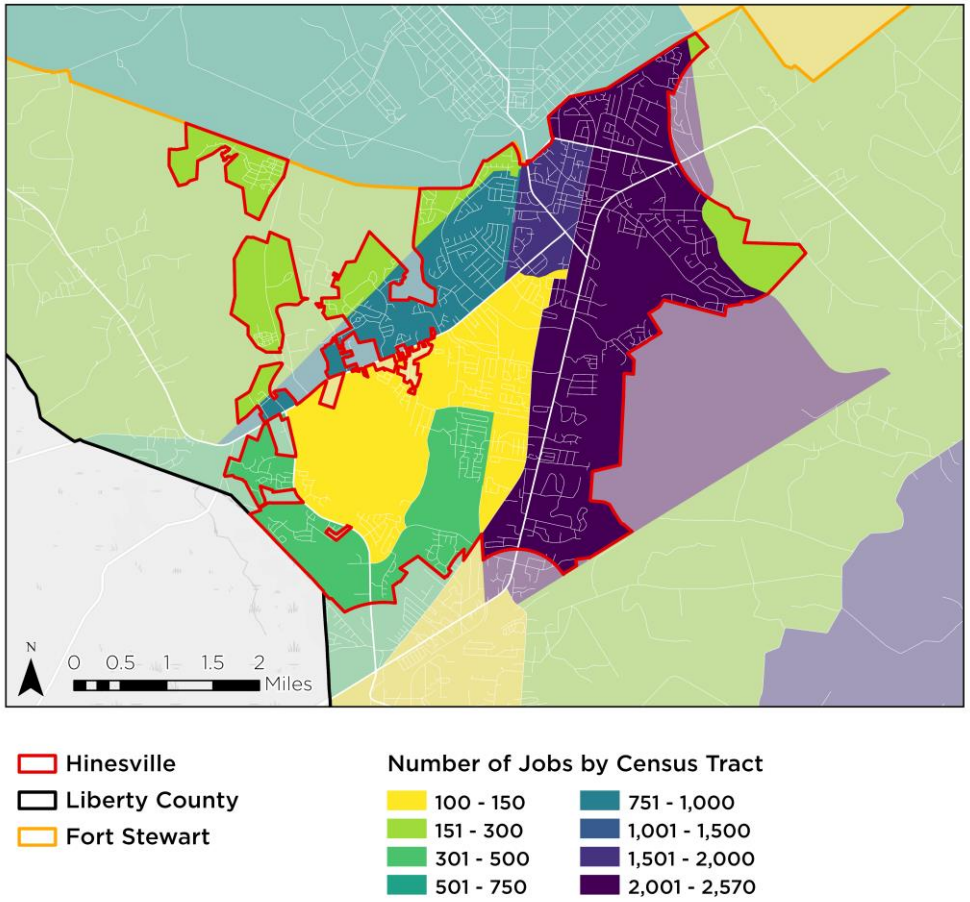
- Race/ ethnicity
- National origin
- Limited English proficiency
- Disability



ACCESS TO OPPORTUNITY

Mapping + survey data on access to:

- Education
- Employment
- Transportation
- Healthy Environments
- Low-Poverty Neighborhoods



IMPEDIMENTS TO FAIR HOUSING CHOICE

- Limited Incomes and Lack of Access to Resources Restrict Housing Choice Among Protected Classes
- Limited Supply of Quality Affordable Housing for Low- and Moderate-Income Households
- Lack of Transitional Housing, Supportive Housing, and Homelessness Services
- Lack of Affordable and Accessible Housing for Residents with Disabilities
- Lack of Fair Housing Education and Activities

IMPEDIMENTS TO FAIR HOUSING CHOICE

CONTRIBUTING FACTORS	RECOMMENDED ACTIVITIES	RESPONSIBLE PARTIES AND PARTNERS
IMPEDIMENT #2: LIMITED SUPPLY OF QUALITY AFFORDABLE HOUSING FOR LOW- AND MODERATE-INCOME HOUSEHOLDS		
Lack of affordable housing options	• Review Georgia Department of Community Affairs' Qualified Allocation Plan (QAP) to identify local government policies or actions that may increase the competitiveness of developer applications • Implement changes to the zoning code that promote increased variety in housing types and prices • Increase understanding of residents most pressing housing needs through the development of a Housing Needs Assessment • Consider incentivizing the development of affordable housing with density bonuses and/or inclusionary zoning policies • Partner with area housing authorities, non-profits, and housing land trusts to increase affordable housing projects in the City of Hinesville	• City of Hinesville • Habitat for Humanity • LIHTC/affordable housing developers • Liberty County Community Housing Development Organization (LCCHDO)
Existing affordable units are in need of rehabilitation/repairs	• Continue to support the rehabilitation of existing affordable housing options through the City's Owner-Occupied Rehabilitation Program • Increase contributions to publicly supported housing repairs • Create and maintain partnerships with community-based organizations that operate housing assistance programs • Establish and maintain relationships between code enforcement and community-based home repair organizations	• City of Hinesville • Non-profit community partners • Hinesville Housing Authority
Lack of assistance available for prospective homebuyers	• Promote existing resources such as the Georgia Dream Homeownership Program • Partner with community-based organizations to provide homebuyer education and financial literacy services	• City of Hinesville • Georgia Department of Community Affairs (DCA) • Hinesville Housing Authority • JC Vision and Associates, Inc. • Consumer Credit Counseling Service

GET INVOLVED!

Read and comment on the draft plans at:

HinesvilleGAConPlan.com

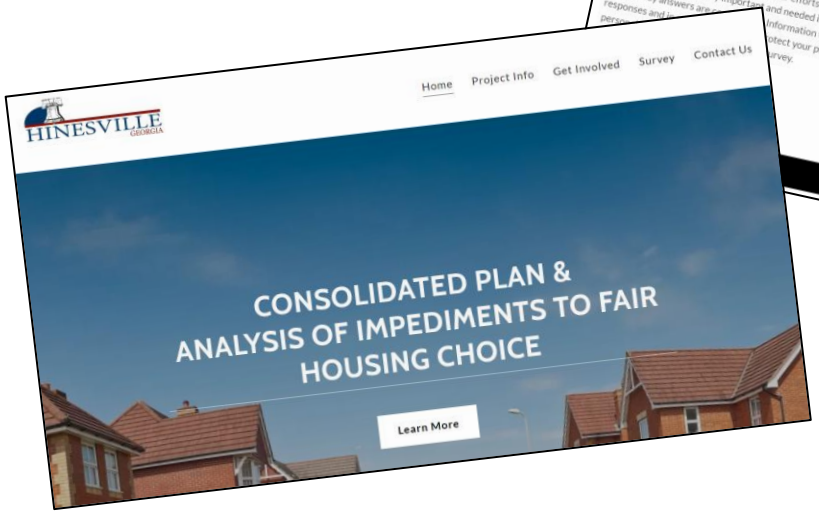
Share more comments:

info@mosaiccommunityplanning.com

P.O. Box 170349

Atlanta, GA 31117

770-366-7893



United States Department of Housing and Urban Development
Community Development Block Grant
2024 Annual Action Plan

BUDGET

Project/Program	Amount
Owner-Occupied Rehabilitation	$80,000
Affordable Housing	$20,000
Public Service Agency Sub-Recipient Program	$41,782
Public Infrastructure Improvements	$81,054
Program Administration and Fair Housing	$55,709
Total	**$278,545**

Grant Allocation **$ 278,545**
Match Required **$ 0**

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Surplus Equipment Request

Prepared by: Wendy Bruce Sochia

Presented by: Robert Kitchings

PURPOSE: To Present for Mayor and Council Consideration, Declare 2004 Ford F-150 and 2005 Ford Expedition Surplus from Hinesville Fire Department

BACKGROUND: Please see attachment.

FUNDING: N/A

RECOMMENDATION: Recommend disposing of 2004 Ford F-150 and 2005 Ford Expedition using Surplus for Sale.

ATTACHMENTS:
1. Surplus Items

PREVIOUS COUNCIL DISCUSSION:

ITEM DESCRIPTION	YEAR	DEPARTMENT	Mileage	REASON FOR SURPLUS
Ford F-150	2004	Fire	139,653	Took delivery of replacement vehicle. Maintenance cost outweigh value
Ford Expedition	2005	Fire	133,653	Took delivery of replacement vehicle. Maintenance cost outweigh value

7.2.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Fiscal Year 2024 Budget Amendment Resolution #2024-05

Prepared by: Kimberly Ryon

Presented by:

PURPOSE: To adopt Resolution #2024-05 to amend the City's budget for fiscal year ending October 31, 2024.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:
1. FY 2024 Budget Amendment Resolution 2024-05
2. Budget Amendment FY 2024

PREVIOUS COUNCIL DISCUSSION:

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HINESVILLE, GEORGIA AMENDING THE ANNUAL BUDGET OF THE CITY OF HINESVILLE PURSUANT TO O.C.G.A. §36-81-3(d)(1)

W I T N E S S E T H:

WHEREAS, on or about October 19, 2023 the Mayor and Council of the City of Hinesville, Georgia adopted an annual balanced budget for the fiscal year ended October 31, 2024 in accordance with O.C.G.A. §36-81-3 et seq; and,

WHEREAS, at the time of its adoption, the annual 2024 budget for the General Fund and Special Revenue Funds projected the future needs of the City during the fiscal year 2024, and said budget is presently balanced so that the sum of estimated revenues and appropriated fund balances is equal to appropriations; and

WHEREAS, certain need and expenditures have arisen requiring the Mayor and Council of the City of Hinesville, Georgia to review the allocation of the City's resources in order to effectively address unanticipated expenditures and better ensure the continued operation of the City and delivery of those services made available to its citizens; and

WHEREAS, the Mayor and Council of the City of Hinesville, Georgia, in accordance with O.C.G.A. §36-8-31(d)(1), have determined that such unanticipated expenditures require amendment to said annual balanced budget for the General Fund; and

WHEREAS, this resolution is presented and otherwise considered at a meeting of the City pursuant to lawful and fully given notice as required by O.C.G.A. §50-14-1 et seq.

NOW THEREFORE, BE IT RESOLVED and it is hereby resolved, that the findings and determinations set forth in the foregoing recitals are incorporated in the body of this Resolution in their entirety by this reference.

BE IT FURTHER RESOLVED and it is hereby resolved, as follows:

1. That pursuant to O.C.G.A. §36-81-3(d), the Mayor and Council of the City of Hinesville, Georgia hereby amend the aforementioned annual budget for the fiscal year ended October 31, 2024 as provided in that certain schedule attached hereto and made a part hereof for all purposes; provided, however, that this Resolution shall in no way impair or otherwise limit the authority of the City and/or its officers to make such transfers of appropriations with any fund or to otherwise act without further resolution(s) with respect to the annual budget as permitted by said O.C.G.A. §36-81-3 et seq.

2. The Mayor and/or City Manager is hereby authorized to take any and all further action and to execute and deliver any and all other certifications, instruments and documents as may be necessary or appropriate to authorize or effect the undertakings contemplated herein.

3. Any and all action taken by the City, its officers or members prior to the date hereof in connection with the matters set forth herein is hereby ratified and affirmed to the extent necessary to effect the purpose of this Resolution.

4. That this Resolution shall take effect immediately upon its adoption and the Clerk of the City shall place of public record this Resolution in the minutes of the governing authority.

This Resolution shall become effective on the _____ day of _____, 2024

APPROVED this _____ day of _____, 2024.

_____
Karl A. Riles, Mayor

_____
Vicky C. Nelson, Mayor Pro Tem

_____
Diana F. Reid, Council Member

_____
Jason Floyd, Council Member

_____
Dexter L. Newby, Council Member

_____
José A. Ortiz, Jr., Council Member

ATTEST:

_____
Kenneth K. Howard, City Manager

City of Hinesville
Budget Amendment #1
FYE October 31, 2024

		Debit	Credit
GENERAL FUND			
100.000.0000.00.33.4115	EFSG GRANT		6,300
100.022.5431.00.57.3050	EFSG	6,300	
		6,300	**6,300**

To amend for additional grant funds

100.063.4210.00.54.2200	VEHICLES	45,081	
100.064.6210.00.54.2200	VEHICLES	41,145	
100.011.1517.00.53.1106	PROMOTIONAL EXPENSE	4,000	
100.017.1540.00.53.1106	PROMOTIONAL EXPENSE	3,600	
100.017.1540.00.53.1300	EMPLOYEE ANNUAL ACTIVITIES	6,000	
100.0000.00.38.9005	USE OF FUND BALANCE		99,826
		99,826	**99,826**

To amend budget for FY2023 budgeted items received/paid for in FY2024

GENERAL FUND
Net Increase to Revenues ***$ 106,126***

WATER & SEWER FUND

505.073.4410.00.54.2200	VEHICLES	48,800	
505.0000.00.38.9005	USE OF FUND BALANCE		48,800
		48,800	**48,800**

To amend budget for FY2023 budgeted items received/paid for in FY2024

WATER & SEWER FUND
Net Increase to Revenues ***$ 48,800***

STORMWATER UTILITY FUND

575.066.4250.00.54.2200	VEHICLES	40,345	
575.0000.00.38.9005	USE OF FUND BALANCE		40,345
		40,345	**40,345**

To amend budget for FY2023 budgeted items received/paid for in FY2024

STORMWATER UTILITY FUND
Net Increase to Revenues ***$ 40,345***

7.3.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Transportation Special Purpose Local Option Sales and Use Tax - Resolution # 2024-06

Prepared by: Christy Deloach

Presented by: Kenneth Howard

PURPOSE: To present proposed Resolution #2024-06 to authorize the execution of an Intergovernmental Agreement by and between the City of Hinesville and Liberty County governing, among other matters, the allocation of Transportation Special Purpose Local Option Sales and Use Tax (TSPLOST) proceeds for discussion/approval.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:
1. 2024-06 Resolution TSPLOST
2. 2024 Liberty TSPLOST Contract (v1) 05-14-24
3. TSPLOST 2 - with city assigments
4. 2024 Liberty TSPLOST Contract (REDLINE TO 2020)

PREVIOUS COUNCIL DISCUSSION:

RESOLUTION OF THE MAYOR AND COUNCIL OF HINESVILLE, GEORGIA TO AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO O.C.G.A. § 48-8-262, GOVERNING, AMONG OTHER MATTERS, THE ALLOCATION OF TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX PROCEEDS; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia Annotated , O.C.G.A. § 48-8-260, et seq. (sometimes, the "**Act**"), authorizes the imposition of a county-wide Transportation Special Purpose Local Option Sales and Use Tax (the "**TSPLOST**") for designated transportation purposes at a rate of up to one (1%) percent and for a period of no more than five (5) years within a special district having a geographical boundary coterminous with that of the county, subject to approval of said TSPLOST by the voters within the special district at a referendum held for such purposes; and

WHEREAS, O.C.G.A. § 48-8-262(a) requires that, prior to issuance of the call for the required referendum and after determining that the region of which it is a part is not currently proposing a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, a county desiring to levy a TSPLOST within a county-wide special district must notify the mayor of each qualified municipality located within the county-wide special district of a meeting at which the governing authorities of the county and each such municipality are to meet to discuss possible projects for inclusion in the referendum and the rate of the tax to be imposed; and

WHEREAS, following said meeting and prior to any TSPLOST being imposed, O.C.G.A. § 48-8-262(b)(1) authorizes the execution of an intergovernmental agreement between the participating county and qualified municipalities therein memorializing their agreement to levy the TSPLOST and the rate of such tax, which agreement shall minimally include the information, schedules, procedures, and other provisions enumerated in O.C.G.A. § 48-8-262(b)(2); and

WHEREAS, pursuant to O.C.G.A. § 48-8-262(a) and following receipt of the notice required thereby, representatives from the City of Hinesville, Georgia (the "**City**") met with representatives of the County and others on May 1, 2024 to discuss those matters contemplated by the Act, including possible projects for inclusion in a referendum to be held relating to the TSPLOST; and

WHEREAS, the County intends to enter into an intergovernmental agreement with the City and other municipalities within the County confirming the projects and purposes to be funded, in part or in whole, by the proceeds of the TSPLOST, as well as, among other matters, the rate of the TSPLOST (i.e. 1%), and the allocation of such proceeds among the County and said municipalities (in the form attached hereto as **Exhibit "A"**, and as the same may be revised, modified, or restated with approval of the Mayor of the City, the "**Intergovernmental Agreement**"); and

WHEREAS, after careful deliberation, the Mayor and Council of the City (sometimes referred to as the "**City Governing Authority**") have determined that it is in the best interest of the citizens to enter into the Intergovernmental Agreement prior to the issuance of the call

of the election authorizing the TSPLOST, in compliance with the Act and with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, this Resolution is presented and otherwise considered at a meeting of the City Governing Authority pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, that the findings, determinations, and other statements set forth in the foregoing recitals, as well as all exhibits hereto, are incorporated in the body of this Resolution in their entirety by this reference.

B**E IT FURTHER RESOLVED**, and it is hereby resolved, as follows:

1. The City Governing Authority hereby ratifies and approves the Intergovernmental Agreement and all of the provisions thereof and the transactions, actions, agreements, and other matters contemplated thereby on the part of the City to be performed or observed (which are by this specific reference incorporated in this Resolution and made a part hereof for all purposes), and specifically authorizes and empowers the Mayor (or in his or her absence, the Mayor Pro Tempore, or other designee of the Mayor), on behalf of the City, acting alone, to approve any and all revisions, modifications, or restatements of the Intergovernmental Agreement deemed appropriate by the Mayor or his or her designee following adoption of this Resolution.

2. The City Governing Authority further authorizes and empowers the Mayor (or in his or her absence, the Mayor Pro Tempore, or other designee of the Mayor), on behalf of the City, either acting alone or together with any other representative of the City, to execute and deliver to the County the Intergovernmental Agreement and any and all additional certifications, agreements, instruments, and other documents of whatever kind that may at any time or from time to time be required by the County or the State of Georgia in connection therewith; the execution and delivery of said Intergovernmental Agreement and any such additional certifications, agreements, instruments, and other documents by the Mayor or his or her designee, either acting alone or together with any other representative of the City, to be conclusive evidence of the City's obligation and agreement thereunder and binding upon (and enforceable against) the City in every respect. The foregoing is intended to grant to the Mayor of the City broad powers and authority to consummate and undertake the matters contemplated herein and shall not be construed to impose any limitation or restriction on such powers and authority unless specifically and expressly set forth in this Resolution.

3. The Mayor (or in his or her absence, the Mayor Pro Tempore, or other designee of the Mayor), on behalf of the City, either acting alone or together with any other representative of the City, is additionally authorized to take such further action as the Mayor deems necessary or appropriate and consistent with the intent of this Resolution to enable the City to enter into and perform its obligations under the Intergovernmental Agreement or otherwise imposed by law with respect to the TSPLOST.

4. Any and all action taken by the City Governing Authority or its officials or representatives, including, without limitation, the Mayor, prior to the date hereof in connection with the TSPLOST or the Intergovernmental Agreement, or any of the documents, instruments, or

agreements anticipated in connection therewith, is hereby ratified and affirmed to the extent necessary to effect the purpose of this Resolution.

5. This Resolution shall take effect immediately upon its adoption and the Clerk or other official or agent of the City shall place a public record of this Resolution in the minutes of the City.

6. All resolutions or parts of resolutions, if any, in conflict herewith, shall be and the same are hereby repealed.

DULY ADOPTED this the 6th day of June, 2024.

CITY OF HINESVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
Karl A. Riles, Mayor

Attest: _____
Kenneth Howard, City Manager

STATE OF GEORGIA)
)
COUNTY OF LIBERTY)

INTERGOVERNMENTAL AGREEMENT REGARDING LIBERTY COUNTY 2024 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX

THIS INTERGOVERNMENTAL AGREEMENT REGARDING LIBERTY COUNTY 2024 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX (this **"Agreement"**) is made and entered into as of the Effective Date (as defined below) by and between LIBERTY COUNTY (the "**County**"), a political subdivision of the State of Georgia, and the CITIES OF ALLENHURST, FLEMINGTON, GUMBRANCH, HINESVILLE, MIDWAY, RICEBORO, and WALTHOURVILLE (each such municipality, a **"Municipality"**, and collectively, the "**Municipalities**"), each a municipal corporation created and existing under the laws of the State of Georgia (said County and Municipalities each being sometimes referred to as a "party", and collectively as the "parties").

W I T N E S S E T H:

WHEREAS, under Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, O.C.G.A. § 48-8-260, *et seq*. (the **"Act"**), and by following the procedures set forth therein, a qualified county may impose a Transportation Special Purpose Local Option Sales and Use Tax (**"TSPLOST"**) for designated transportation purposes at a rate of up to one (1%) percent, and if an intergovernmental agreement is entered into by a county and the qualified municipalities, such tax may be collected for a period of not more than six (6) years within a special district having a geographical boundary coterminous with that of the county, subject to approval of said TSPLOST by the voters within the special district at a referendum held for such purpose; and

WHEREAS, pursuant to O.C.G.A. § 48-8-261(b), a county is qualified to levy a TSPLOST under the Act if (i) it is not located within a special district levying a regional special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; (ii) it is not defined as a metropolitan county special district governed by Part 2 of said Act; and (iii) among other taxes, a special purpose local option sales and use tax is currently being levied and collected pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, there currently is a TSPLOST being collected in the County, which tax was approved by the voters on June 9, 2020, which is estimated to collect the estimated amount of $54,000,000 prior to end of the five (5) year collection period as authorized by such referendum; and

WHEREAS, O.C.G.A. § 48-8-262(a) requires that, prior to issuance of the call for the required referendum and after determining that the region of which it is a part is not currently proposing a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, a county desiring to levy a TSPLOST within a county-wide special district must notify the mayor of each qualified municipality located within the county-wide special district of a meeting at which the governing authorities of the county and each such municipality are to meet to discuss possible projects for inclusion in the referendum and the rate of the tax to be imposed; and

WHEREAS, following said meeting and prior to any TSPLOST being imposed, O.C.G.A. § 48-8-262(b)(1) authorizes the execution of an intergovernmental agreement between the participating county and qualified municipalities therein memorializing their agreement to levy the TSPLOST and the rate of such tax, which agreement shall minimally include the information, schedules, procedures, and other provisions enumerated in O.C.G.A. § 48-8-262(b)(2); and

WHEREAS, after making the determination required by O.C.G.A. § 48-8-262(a)(1) and following issuance of the notice prescribed by O.C.G.A. § 48-8-262(a)(2), the governing Authority of the County, desirous of imposing a TSPLOST under the Act and otherwise qualified to do so, met with the Municipalities on **_____, 2024** to discuss those matters contemplated under the Act; and

WHEREAS, as a result of said meeting, the County and the Municipalities have, among other agreements, jointly determined that the rate of the TSPLOST should be one percent (1%) to be collected for a period of six (6) years, and identified the transportation projects and purposes to be funded from the proceeds thereof (collectively, and as described on the attached **Exhibit "A"**, the **"Transportation Projects and Purposes"**); and

WHEREAS, the County and Municipalities recognize that in order to timely and appropriately meet the transportation needs of their residents and to otherwise facilitate the acquisition, construction and installation of certain of the Transportation Projects and Purposes that it may be necessary for the County or any one or more of the Municipalities to issue general obligation debt in conjunction with the TSPLOST; and

WHEREAS, pursuant to and consistent with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizing intergovernmental agreements generally and the provisions of O.C.G.A. § 48-8-262(b) providing for intergovernmental agreements incident to the imposition of a TSPLOST, the County and Municipalities desire to enter into this Agreement concerning, *inter alia*, the call for the subject referendum, authorization of general obligation debt, and the levy of the TSPLOST and its collection, division, distribution, accounting, and use.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby expressly acknowledged, the County and Municipalities agree and bind themselves as follows:

1. Continuation of Special Tax District. By its adoption and execution of this Agreement, together with any and all required resolution(s) in connection herewith, the County does and shall, pursuant to the authority granted under O.C.G.A. § 48-8-261, continue a special tax district for the levy and imposition of the TSPLOST contemplated herein. The geographical boundaries of the special tax district continued shall be coterminous with the geographical boundaries of the County (the **"Special District"**).

2. Adoption of County Resolution; Issuance of Call for Referendum. As soon as practicable after the adoption and execution of this Agreement by all parties, the County shall consider a resolution containing that information set forth in O.C.G.A. § 48-8-262(d)(2), and authorizing a referendum to be held on **November 5, 2024** for the purpose of submitting to the

electors of the Special District the question of whether or not the one (1%) percent TSPLOST described in this Agreement should be reimposed (the **"TSPLOST Special Election"** or **"Special Election"**). Upon approval of said resolution by the governing authority of the County, the County shall notify the Liberty County Board of Elections and Registration (the **"Election Superintendent"**) by forwarding to said Election Superintendent a copy of such resolution, with the list of Transportation Projects and Purposes, or a digest thereof, to be made available during regular business hours in the office of the governing authority of the County. If the imposition of the TSPLOST is approved by the electors of the Special District at the TSPLOST Special Election, a one percent (1%) sales and use tax will be imposed, as provided by law, for the purpose of funding the Transportation Projects and Purposes (the **"2024 TSPLOST"**).

3. Term of Agreement; Condition Precedent; Term of Tax; Estimated Tax Revenue. This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as confirmed by the parties on the signature pages hereto) (said last date of execution being referred to as the **"Effective Date"**), and shall terminate upon (a) the official declaration of the failure of the TSPLOST Special Election; or (b) the expenditure by the County and Municipalities of all revenues from the 2024 TSPLOST in accordance with this Agreement. This Agreement is contingent and conditioned upon approval of the imposition of the 2024 TSPLOST described herein by the electors of the Special District at the TSPLOST Special Election. If approved, said 2024 TSPLOST shall be effectively imposed commencing upon the termination of the TSPLOST currently in effect (anticipated to be September 30, 2025), and shall continue for a period of six (6) years thereafter in accordance with O.C.G.A. § 48-8-262. The total estimated revenue from the 2024 TSPLOST authorized herein is **$76,000,000.00**, which is the amount of net proceeds estimated to be raised by the 2024 TSPLOST.

4. Projects Authorized; Allocation of Tax Proceeds. The list of the Transportation Projects and Purposes qualifying as "transportation purposes" (as defined by O.C.G.A. § 48-8-260(4)) to be funded from the 2024 TSPLOST, including an expenditure of at least thirty percent (30%) of the estimated revenue from said 2024 TSPLOST on projects (sometimes collectively referred to as the **"State Projects"**) consistent with the State-Wide Strategic Transportation Plan defined in O.C.G.A. § 32-3-22(a)(6), together with the estimated dollar amounts allocated for each of the Transportation Projects and Purposes from said 2024 TSPLOST proceeds, is attached hereto as **Exhibit "A"**. Regardless of any projected or estimated revenues from the 2024 TSPLOST, the actual 2024 TSPLOST proceeds shall be allocated between and among the parties hereto, on a percentage basis of the total amount of the 2024 TSPLOST funds collected and received, as follows: **43.656% to the County** (which shall include that portion of the 2024 TSPLOST funds allocated to County-specific projects, as well as the State Projects); **41.767% to Hinesville; 4.066% to Walthourville; 1.937% to Midway; 6.307% to Flemington; 0.714% to Riceboro; 1.322% to Allenhurst; and 0.232% to Gumbranch**. No party shall be entitled to request or receive more than their respective pro-rata share of said 2024 TSPLOST revenues based on the tax amounts actually received from the Department of Revenue or the County, as the case may be.

5. Authority to Issue General Obligation Debt; Retirement of Existing General Obligation Debt.

(a) Pursuant to O.C.G.A. § 48-8-263(d), the County and the City of Hinesville shall be authorized to issue general obligation debt in accordance with Article IX, Section V,

Paragraph 1 of the Constitution of the State of Georgia, in order to finance those Transportation Projects and Purposes attributable to said party. The maximum amount of general obligation debt which may be authorized by the County and the City of Hinesville hereunder shall be the respective dollar amounts allocated to each party as shown on said **Exhibit "A"**. The authorization to issue general obligation debt hereunder shall include the right to re-structure or re-finance the same throughout the imposition of the 2024 SPLOST; provided that the terms of any re-structure or re-finance shall not cause the amount of existing and outstanding general obligation debt authorized hereunder to at any time exceed the maximum outstanding principal indebtedness amount(s) described herein.

(b) As permitted by the provisions of O.C.G.A. § 48-8-260(4)(b), the authorization to issue general obligation debt hereunder shall include the right to utilize the 2024 TSPLOST proceeds to retire previously incurred general obligation debt issued by either the County or the City of Hinesville as shown on the attached **Exhibit "A"**, but only where said debt was issued for such transportation purposes as identified in O.C.G.A. § 48-8-260(4)(A), and only to the extent that the combined amounts of any previously incurred general obligation debt retired and any new general obligation debt issued by the County or the City of Hinesville hereunder do not exceed the maximum amount(s) authorized hereunder for said party.

(c) In its resolution to be adopted pursuant to Paragraph 2 of this Agreement, the County shall instruct the Elections Superintendent to include necessary language concerning the authority to issue general obligation debt and the ballot presented to the voters of the Special District as a part of the TSPLOST Special Election shall contain the language required under O.C.G.A. § 48-8-263(2) concerning the issuance of said general obligation debt. If the 2024 TSPLOST is approved as required by law, the County and the City of Hinesville shall be authorized to issue general obligation debt in any manner authorized by O.C.G.A. § 48-8-263(d)(2), subject to the maximum dollar limitations set forth herein.

(d) Any and all general obligation debt issued by the County and the City of Hinesville pursuant to the authority granted hereunder shall be subject to the requirements and restrictions imposed under O.C.G.A. § 48-8-269.5.

6. Priority of Projects. The County and each Municipality shall have the right to prioritize those Transportation Projects and Purposes attributable to them, provided that all such Transportation Projects and Purposes shall comply with both the provisions of this Agreement and the Act.

7. Re-Allocation of Funds. Any 2024 TSPLOST proceeds received but not required to complete any of the Transportation Projects and Purposes may be allocated by the responsible party to different transportation purposes (as defined by O.C.G.A. § 48-8-260(4)), subject to the requirements of this Agreement and the Act. Where any one or more of the Transportation Projects and Purposes attributable to a party is found to be impractical or not necessary by the party undertaking the same or its legality is subject to question, its funding may be re-allocated to another of its Transportation Projects and Purposes where necessary, or an alternative transportation purpose may be selected by said party, subject to the requirement that said transportation purpose be one which the proceeds of the 2024 TSPLOST have been approved in the TSPLOST Special Election (as set forth in **Exhibit "A"** hereto). Any re-allocation of 2024

TSPLOST funds as provided above or designation of a project as unfeasible or impractical shall also comply with all provisions of the Act.

8. <u>Completion of Projects</u>. The County and Municipalities shall promptly move forward with the acquisition, construction, and installation of their respective Transportation Projects and Purposes in an efficient and economical manner, at a reasonable cost, and in conformity with all applicable laws, ordinances, rules and regulations. Each party shall maintain any and all records and documentation concerning their undertaking of the Transportation Projects and Purposes authorized herein which may be required by law and said records and documents shall be subject to public inspection as required by law.

9. <u>Collection and Distribution of TSPLOST Proceeds; Segregation of Funds</u>. Upon effective implementation of the 2024 TSPLOST, the County and Municipalities shall each establish independent and separate special trust funds, each of which shall be designated as a TSPLOST Fund in compliance with the provisions of O.C.G.A. § 48-8-269.5(a) (each, a **"Special Account"** and, collectively, the **"Special Accounts"**). The County and Municipalities shall each be responsible for selecting a local bank or banks which shall act as a depository and custodian of their respective Special Accounts upon such terms and conditions as may be acceptable to each party. The monies collected by the Georgia Department of Revenue from and through the imposition of the 2024 TSPLOST, less the one (1%) percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267(a)(1), shall be paid to the County and shall be deposited by the County in its Special Account. The monies received by the County in its Special Account shall be held and applied to the cost of reimbursing the County for administering the Special Account and to distributions required hereunder and for the costs and expenses incurred by the County in undertaking those Transportation Projects and Purposes attributable to it under this Agreement, and all of the permitted expenses incidental thereto, and the payment of any debt service authorized hereunder. On or before the fifteenth (15th) day of each month, the County shall distribute to the Municipalities their proportionate percentages of the 2024 TSPLOST proceeds as required under this Agreement and based upon the actual amount of the 2024 TSPLOST proceeds received by the County in the month prior to distribution. The 2024 TSPLOST proceeds distributed by the County to the Municipalities shall be deposited into and held in their respective Special Accounts. The monies received by the Municipalities in their respective Special Accounts shall be held and applied to the cost of reimbursing the Municipalities for administering their respective Special Accounts and to distributions required hereunder and for the costs and expenses incurred by the Municipalities in undertaking their respective Transportation Projects and Purposes authorized under this Agreement, and all of the permitted expenses incidental thereto, and the payment of any debt service authorized hereunder. If general obligation debt is issued by the County or the City of Hinesville in accordance with this Agreement, the 2024 TSPLOST shall first be used for paying the debt service requirements on such general obligation debt for any such year before such proceeds are spent on their respective Transportation Projects and Purposes, as required by the Act. The parties agree that they will not cause or permit to be withdrawn from their respective Special Accounts any monies except in accordance with the terms and provisions of this Agreement and the Act. The parties further agree that no funds other than those received from the 2024 TSPLOST authorized herein shall be deposited in the Special Accounts and that funds from the Special Accounts shall not be commingled with any other funds or accounts of the parties. The County shall be responsible for administering the initial collections and distributions to and from its Special Account in a manner designated to effectuate the terms of

this Agreement and shall be reimbursed for the actual cost incurred by the County in said administration; **provided, however**, that if agreed to by the Georgia Department of Revenue, the proportionate amounts of the 2024 TSPLOST proceeds due to the County and each Municipality hereunder shall be paid directly into the Special Accounts maintained by said County and each Municipality, in which case the County shall be relieved from any obligation to receive, administer, disburse, or account for said 2024 TSPLOST proceeds which it would otherwise be obligated but for such direct payment to the Municipalities (and all such obligations shall be assumed by each Municipality with respect to its Special Account), except that the County shall in any event receive and disburse those 2024 TSPLOST proceeds attributable to the City of Allenhurst and the City of Gumbranch and shall maintain the respective Special Account for each such Municipality. Unless otherwise agreed in writing by the County and any Municipality, all work associated with the Transportation Projects and Purposes for which a portion of the 2024 TSPLOST proceeds are allocated to a Municipality hereunder shall be undertaken and administered by the responsible Municipality or its contractors, and the County shall have no obligation to administer or prosecute said Transportation Projects and Purposes on behalf of any Municipality, except for those obligations relating to any Special Account into which it is required to disburse 2024 TSPLOST proceeds, whether arising by virtue the refusal of the Georgia Department of Revenue to make direct payments to the County and each Municipality as contemplated herein or, with respect to the City of Allenhurst and the City of Gumbranch, the assumption of such obligations by the County. Additionally, and whether or not 2024 TSPLOST proceeds are disbursed to the Municipalities by the Department of Revenue or the County, the County shall receive all 2024 TSPLOST funds dedicated to the State Projects; provided, however, that, with respect to any State Project that is located within the jurisdictional limits of any Municipality and which the County has otherwise consented to said Municipality's administration and undertaking of said State Project, the County shall disburse from time to time to said Municipality its proportionate share of the 2024 TSPLOST revenues which are attributable to the State Project(s) being undertaken by the Municipality within its jurisdiction.

10. Permitted Uses of Proceeds from Special Accounts. All funds in the Special Accounts shall be used exclusively for the purpose of paying for the cost of undertaking the Transportation Projects and Purposes, and the expenses incidental thereto, and without intending hereby to limit or restrict or to extend any proper definition of such costs and expenses as now provided by the Act, said costs and expenses shall include:

(a) the cost of premiums on insurance bonds, including performance and payment bonds, if any, in connection with the Transportation Projects and Purposes until the completion date;

(b) the fees and expenses of architects and/or engineers for surveys and estimates, preparation of plans, specifications and recommendations and supervision of acquisition, construction and installment of the Transportation Projects and Purposes, as well as for the performance of all other duties of such architects and engineers in relation thereto;

(c) the expenses of administration of such undertakings, including legal fees and accounting fees;

(d) any taxes or other government charges, if any, lawfully levied or assessed upon the Transportation Projects and Purposes prior to the completion date;

(e) the cost of acquiring by purchase any lands, machinery and equipment, and any easements, rights, or damages incident to or arising as a consequence of the acquisition, construction and installation of the Transportation Projects and Purposes;

(f) the costs for labor, amounts payable to contractors, builders and material men in connection with the undertaking of the Transportation Projects and Purposes; and

(g) such other fees, costs, expenses and other charges of whatever nature incidental and pertaining to the undertaking of the Transportation Projects and Purposes.

11. Documentation and Authority for Withdrawals: All withdrawals from the Special Accounts shall be made by checks signed or countersigned by a person or persons designated by the respective governing authority responsible for such Special Account, but, before any such check shall be signed, there shall be filed with said governing authority the following (on forms prescribed by said governing authority or, if disbursements are being made into said Special Account by the County, for whatever reason, on forms prescribed by the County):

(a) a written requisition for such payment stating each amount to be paid and the name of the person, firm, corporation or entity to which payment shall be made; and

(b) a written statement signed by a public official designating which of the Transportation Projects and Purposes the monies will be used.

12. Audit, Record Retention and Reporting: During the period of this Agreement, the County and the Municipalities shall maintain the records required by O.C.G.A. § 48-8-269.5(a)(2) concerning the use of the 2024 TSPLOST proceeds and shall comply with the audit requirements of O.C.G.A. § 48-8-269.5(a)(2). All monies deposited in the Special Accounts shall be audited by a certified public accounting firm at such time or times as the official audits of the party are made. Each of the parties agrees to cooperate with such certified public accounting firm(s) in any such audit by providing any and all necessary information. The cost of any such audit(s) shall be paid from the Special Accounts. In addition, the County and Municipalities shall each comply with the annual reporting requirements contained in O.C.G.A. § 48-8-269.6. The cost of such reporting requirements shall be paid from the Special Accounts.

13. Mutual Representations and Warranties. In furtherance of the public purposes of this Agreement, the County and Municipalities each represent and warrant to the other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries or knowledge of the other parties) that: (a) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (b) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; (c) its representatives executing this Agreement have been duly authorized to

execute and deliver the same by all appropriate action on the party's governing authority; (d) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement; and (e) the execution, delivery and performance of this Agreement will not contravene any contract, undertaking, instrument or other agreement to which it is a party or which purports to be binding upon it, or violate the provisions of its respective charter (or similar organizational legislation) or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State, as the case may be. Without limiting the generality of the foregoing, each party hereby expressly represents and warrants that it has formally adopted and approved a resolution authorizing this Agreement at a duly called public meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include the Georgia Open Meetings Act, O.C.G.A. 50-14-1 *et seq*. and any applicable provisions of its respective charter (or other organizational legislation) or Code of Ordinances. Each Municipality further represents and warrants that (w) it is a duly created and existing municipal corporation under the laws of the State of Georgia; (x) it is a "qualified municipality" under the provisions of O.C.G.A. § 48-8-110; (y) all its respective boundaries are located within Liberty County; and (z) it was given notice of the meeting of the County and Municipalities held on **_____, 2024** in accordance with O.C.G.A. § 48-8-262(a)(2).

14. Severability. If any provision at this Agreement or any provision of the law authorizing this Agreement or the holding of the election authorizing the imposition of the TSPLOST described herein shall be declared or held to be invalid, such invalid provision shall be severable from the remaining provisions of this Agreement and the remaining provisions shall remain in full force and effect.

15. Counterparts; Electronic Execution. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. In this connection and to facilitate the execution and delivery of this Agreement, the parties may execute and exchange such counterparts by facsimile or other electronic transmission (e.g. pdf via email, etc.); it being acknowledged that, notwithstanding any statutory or decisional law to the contrary, the printed product of such facsimile transmittal or other electronic transmission of the signature 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.

16. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. In this connection, it is further specifically acknowledged and agreed that each Municipality has or will make such independent review and evaluation, as well as all other decisions, pertaining to the 2024 TSPLOST and the Transportation Projects and Purposes proposed to be funded, in whole or in part, by the same, without reliance upon any oral or written representation, warranty, information, advice, or analysis of any kind whatsoever from the County, however obtained, except for those agreements and representations, if any, expressly and specifically set forth herein. Without limiting the generality of the foregoing, the County

specifically disclaims any and all representations or warranties, express or implied, regarding the success of the TSPLOST Special Election, the amounts to be raised by the 2024 TSPLOST, the imposition of the 2024 TSPLOST, or the allocation of any amount generated by virtue of any future or reimposed TSPLOST; it being further acknowledged by each Municipality that any of the Transportation Projects and Purposes funded, in whole or in part, from the 2024 TSPLOST shall be undertaken at the Municipality's sole risk and that, except as set forth herein (but subject to the conditions contained in or implied by this Agreement regarding the imposition, collection, and allocation of said 2024 TSPLOST), and that no amounts whatsoever are guaranteed to the Municipalities in connection with the 2024 TSPLOST or any future TSPLOST.

17. 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.

18. Assignment. The rights and obligations of the parties under this Agreement are personal and may not be assigned for any reason.

19. Construction; Exhibits. The parties hereto acknowledge that this Agreement shall in all instances be interpreted consistent with the Act, the provisions of which are by this reference incorporated herein for all purposes. 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.

20. 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 shall be in Liberty County.

21. 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.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the Effective Date.

LIBERTY COUNTY

(OFFICIAL SEAL)

By: _____
Donald L. Lovette, Chairman

Attest: _____
Joseph W. Brown, Administrator

Date: _____, 2024

[Signatures Continued on Following Page(s)]

CITY OF ALLENHURST, GEORGIA

(OFFICAL SEAL)

By: _____
James Willis, Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Appear on Following Page(s)]

CITY OF FLEMINGTON, GEORGIA

(OFFICIAL SEAL)

By: _____
Paul Hawkins, Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Appear on Following Page(s)]

CITY OF GUMBRANCH, GEORGIA

(OFFICIAL SEAL)

By: _____
Tina Eason, Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Appear on Following Page(s)]

CITY OF HINESVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
Karl Riles, Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Continued on Following Page(s)]

CITY OF MIDWAY, GEORGIA

(OFFICIAL SEAL)

By: _____
Levern Clancy, Jr., Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Continued on Following Page(s)]

CITY OF RICEBORO, GEORGIA

(OFFICIAL SEAL)

By: _____
Christopher Stacy, Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2024 TSPLOST]

CITY OF WALTHOURVILLE

(OFFICIAL SEAL)

By: _____
Sarah B. Hayes, Mayor

Attest: _____

Date: _____

[Exhibit(s) Attached]

EXHIBIT "A"
TRANSPORTATION PROJECTS AND PURPOSES

Use of Proceeds: All proceeds collected from the 2024 TSPLOST shall be utilized for "transportation purposes" as defined in O.C.G.A. § 48-8-260(4) and for the specific categories of projects authorized and described in the Schedule below.

Distribution of Proceeds; Project Priority: All projects in the categories described below shall have equal priority and shall receive *pro-rata* allocation of 2024 TSPLOST proceeds on a monthly basis. The parties shall each determine, in their discretion, the order in which a particular specific project or projects are commenced.

2024 TSPLOST Revenue Estimate: The parties estimate that the 2024 TSPLOST shall generate total sales tax revenue in the amount of **$76,000,000.00** over twenty-four (24) calendar quarters from the date collections commence, which is the estimated amount of net proceeds to be raised by the 2024 TSPLOST. However, irrespective of the amount collected, the 2024 TSPLOST proceeds shall be divided and distributed on the *pro rata* percentage established in the Schedule below.

Project	County/Municipality	Estimated Cost	Pro Rata
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same; including further new general obligation debt and other multi-year obligations issued to finance any of the	County	$33,178,267	43.656%

foregoing purposes. At least thirty (30%) percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).			
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.	City of Allenhurst	$1,004,693	1.322%
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements	City of Flemington	$4,793,123	6.307%

for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.			
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.	City of Gumbranch	$176,161	0.232%
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment	City of Midway	$1,471,802	1.937%

and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.			
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same; including further new general obligation debt and other multi-year obligations issued to finance any of the foregoing purposes.	City of Hinesville	$31,742,831	41.767%

Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.	City of Riceboro	$542,900	0.714%
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.	City of Walthourville	$3,090,223	4.066%

T-SPLOST 2 Proposed Project Listing

Projects/Entities	76,000,000		Proposed Distribtion
Mandatory Projects			
Roadway Improvements S. Main St.- Screven to Quarterman		6.05%	1,500,000
Roadway Improvements S. Main St. - Quarterman to Kasey		14.11%	3,500,000
Signalization Improvements E.G. Miles		3.63%	900,000
Signalization Improvements Hardman & Airport Road		2.42%	600,000
Signalization Improvements Hwy. 84		2.02%	500,000
Roadway Improvements Island's Highway		6.05%	1,500,000
Roadway Improvements E.G. Miles		8.06%	2,000,000
Roadway Improvements Wallace Martin & Hwy.84		12.24%	3,034,600
Roadway Improvements Patriots Trail & General Stewart		4.03%	1,000,000
Roadway Safety Improvements Hwy.84 & LCRD		6.05%	1,500,000
Bridge Concept and Design I-95 Exit 76		4.84%	1,200,000
Roadway Improvements James Brown Park		3.02%	750,000
Roadway improvements Butler Avenue		3.02%	750,000
Roadway Improvements Interstate Paper Road		8.06%	2,000,000
Roadway Concept and Design Hinesville By-pass Phase II		8.06%	2,000,000
Roadway Improvements Bacontown Road		3.93%	975,000
Roadway Improvements Rogers Pasture Road		2.82%	700,000
Sidewalk Improvements Hwy.84 Allenhurst		1.58%	393,000
Total Mandatory Projects	32.64%	100.00%	**24,802,600**
Indirect Charge	3.00%		**2,280,000**
Allocated Portion			
Allenhurst		1.25%	611,693
Flemington		1.55%	758,523
Gumbranch		0.36%	176,161
Hinesville		47.72%	23,342,831
Midway		3.01%	1,471,802
Riceboro		1.11%	542,900
Walthourville		5.09%	2,490,223
Liberty County Commissioner District Funds		39.91%	19,523,267
Allocated Totals	64.37%	100.00%	**48,917,400**
Grand Totals	**100.00%**		**76,000,000**

T-SPLOST Commissioner District Funds	19,523,267		Proposed Distribution
District 1 - Stevens		14.88%	2,905,353
District 2 - Frasier		13.49%	2,633,952
District 3 - Thrift		14.88%	2,905,353
District 4 - Jones		14.88%	2,905,353
District 5 - Gilliard		14.88%	2,905,353
District 6 - Walden		13.49%	2,633,952
Chairman		13.49%	2,633,952
Totals		**100.00%**	**19,523,267**

TSPLOST 2 - List With Estimates

Intersection: Veterans & S Main	6.05%	1,500,000	
S. Main - Quarterman to Kacey	14.11%	3,500,000	
Signalization Projects E.G. Miles: Miles Crossing, Pineland, Arlington	3.63%	900,000	
Hardeman Road Improvements	2.42%	600,000	
Signalization Improvements	2.02%	500,000	
Islands Hwy Overlay	6.05%	1,500,000	
EG Miles Access Management Improvements	8.06%	2,000,000	
Wallace Martin Re-alignment	12.24%	3,034,600	
Patriots Trail / General Stewart Connector	4.03%	1,000,000	
Safety Improvements LCRD	6.05%	1,500,000	
I-95 Exit 76 Bridge Addition	4.84%	1,200,000	
JB Park	3.02%	750,000	
Butler Ave. Improvements	3.02%	750,000	
Road Improvements: Interstate Paper	8.06%	2,000,000	
Hinesville by-pass phase II	8.06%	2,000,000	
Bacontown Road	3.93%	975,000	
Rogers Pasture Road	2.82%	700,000	
Sidewalks- US Hwy 84 (West)	1.58%	$393,000	
	100.00%	**24,802,600**	32.6%

STATE OF GEORGIA)
)
COUNTY OF LIBERTY)

INTERGOVERNMENTAL AGREEMENT REGARDING LIBERTY COUNTY ~~2020~~2024 TRANSPORTATION SPECIAL

THIS INTERGOVERNMENTAL AGREEMENT REGARDING LIBERTY COUNTY ~~2020~~2024 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX (this **"Agreement"**) is made and entered into as of the Effective Date (as defined below) by and between LIBERTY COUNTY (the "**County**"), a political subdivision of the State of Georgia, and the CITIES OF ALLENHURST, FLEMINGTON, GUMBRANCH, HINESVILLE, MIDWAY, RICEBORO, and WALTHOURVILLE (each such municipality, a **"Municipality"**, and collectively, the "**Municipalities**"), each a municipal corporation created and existing under the laws of the State of Georgia (said County and Municipalities each being sometimes referred to as a "party", and collectively as the "parties").

W I T N E S S E T H:

WHEREAS, under Article ~~5a~~5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, O.C.G.A. § 48-8-260, *et seq*. (~~sometimes,~~ the **"Act"**), and by following the procedures set forth therein, a qualified county may impose a Transportation Special Purpose Local Option Sales and Use Tax ~~("~~(**"TSPLOST~~")~~")** for designated transportation purposes at a rate of up to one (1%) percent, and if an intergovernmental agreement is entered into by a county and the qualified municipalities, such tax may be collected for a period of ~~no~~not more than ~~five (5~~six (6) years within a special district having a geographical boundary coterminous with that of the county, subject to approval of said TSPLOST by the voters within the special district at a referendum held for such purpose; and

WHEREAS, pursuant to O.C.G.A. § 48-8-261(b), a county is qualified to levy a TSPLOST under the Act if (i) it is not located within a special district levying a regional special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; (ii) it is not defined as a metropolitan county special district governed by Part 2 of said Act; and (iii) among other taxes, a special purpose local option sales and use tax is currently being levied and collected pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, there currently is a TSPLOST being collected in the County, which tax was approved by the voters on June 9, 2020, which is estimated to collect the estimated amount of $54,000,000 prior to end of the five (5) year collection period as authorized by such referendum; and

WHEREAS, O.C.G.A. § 48-8-262(a) requires that, prior to issuance of the call for the required referendum and after determining that the region of which it is a part is not currently proposing a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, a county desiring to levy a TSPLOST within a county-wide special district must notify the mayor of each qualified municipality located within the county-wide special district of a meeting at which the governing authorities of the county and each such municipality are to meet to discuss possible projects for inclusion in the referendum and the rate of the tax to be imposed; and

WHEREAS, following said meeting and prior to any TSPLOST being imposed, O.C.G.A. § 48-8-262(b)(1) authorizes the execution of an intergovernmental agreement between the participating county and qualified municipalities therein memorializing their agreement to levy the TSPLOST and the rate of such tax, which agreement shall minimally include the information, schedules, procedures, and other provisions enumerated in O.C.G.A. § 48-8-262(b)(2); and

WHEREAS, after making the determination required by O.C.G.A. § 48-8-262(a)(1) and following issuance of the notice prescribed by O.C.G.A. § 48-8-262(a)(2), the governing Authority of the County, desirous of imposing a TSPLOST under the Act and otherwise qualified to do so, met with the Municipalities on **~~August 29, 2019~~ , 2024** to discuss those matters contemplated under the Act; and

WHEREAS, as a result of said meeting, the County and the Municipalities have, among other agreements, jointly determined that the rate of the TSPLOST should be one percent (1%) to be collected for a period of six (6) years, and identified the transportation projects and purposes to be funded from the proceeds thereof (collectively, and as described on the attached **Exhibit "A"**, the **"Transportation Projects and Purposes"**); and

WHEREAS, the County and Municipalities recognize that in order to timely and appropriately meet the transportation needs of their residents and to otherwise facilitate the acquisition, construction and installation of certain of the Transportation Projects and Purposes that it may be necessary for the County or any one or more of the Municipalities to issue general obligation debt in conjunction with the TSPLOST; and

WHEREAS, pursuant to and consistent with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizing intergovernmental agreements generally and the provisions of O.C.G.A. § 48-8-262(b) providing for intergovernmental agreements incident to the imposition of a TSPLOST, the County and Municipalities desire to enter into this Agreement concerning, *inter alia*, the call for the subject referendum, authorization of general obligation debt, and the levy of the TSPLOST and its collection, division, distribution, accounting, and use.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby expressly acknowledged, the County and Municipalities agree and bind themselves as follows:

~~1. Creation~~1. Continuation of Special Tax District. By its adoption and execution of this Agreement, together with any and all required resolution(s) in connection herewith, the County does and shall, pursuant to the authority granted under O.C.G.A. § 48-8-261, ~~create~~continue a special tax district for the levy and imposition of the TSPLOST contemplated herein. The geographical boundaries of the special tax district ~~created~~continued shall be coterminous with the geographical boundaries of the County (~~sometimes,~~ the **"Special District"**).

2. Adoption of County Resolution; Issuance of Call for Referendum. As soon as practicable after the adoption and execution of this Agreement by all parties, the County shall

consider a resolution containing that information set forth in O.C.G.A. § 48-8-262(d)(2), and authorizing a referendum to be held on **~~March 24, 2020~~November 5, 2024** for the purpose of submitting to the electors of the Special District the question of whether or not the one (1%) percent TSPLOST described in this Agreement should be ~~imposed (sometimes,~~ reimposed (the **"TSPLOST Special Election"** or **"Special Election"**). Upon approval of said resolution by the governing authority of the County, the County shall notify the Liberty County Board of Elections and Registration (the **"Election Superintendent"**) by forwarding to said Election Superintendent a copy of such resolution, with the list of Transportation Projects and Purposes, or a digest thereof, to be made available during regular business hours in the office of the governing authority of the County. If the imposition of the TSPLOST is approved by the electors of the Special District at the TSPLOST Special Election, a one percent (1%) sales and use tax will be imposed, as provided by law, for the purpose of funding the Transportation Projects and Purposes (~~sometimes,~~ the **"~~2020~~2024 TSPLOST"**).

3. Term of Agreement; Condition Precedent; Term of Tax; Estimated Tax Revenue. This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as confirmed by the parties on the signature pages hereto) (said last date of execution being referred to as the **"Effective Date"**), and shall terminate upon (a) the official declaration of the failure of the TSPLOST Special Election; or (b) the expenditure by the County and Municipalities of all revenues from the ~~2020~~2024 TSPLOST in accordance with this Agreement. This Agreement is contingent and conditioned upon approval of the imposition of the ~~2020~~2024 TSPLOST described herein by the electors of the Special District at the TSPLOST Special Election. If approved, said ~~2020~~2024 TSPLOST shall be effectively imposed commencing ~~on July 1, 2020,~~upon the termination of the TSPLOST currently in effect (anticipated to be September 30, 2025), and shall continue for a ~~maximum~~ period of ~~five (5~~six (6) years thereafter ~~or until such earlier time as required under~~in accordance with O.C.G.A. § 48-8-~~264(b).~~262. The total estimated revenue from the ~~2020~~2024 TSPLOST authorized herein is **$~~54~~76,000,000.00**, which is the ~~maximum~~ amount of net proceeds estimated to be raised by the ~~2020~~2024 TSPLOST.

4. Projects Authorized; Allocation of Tax Proceeds. The list of the Transportation Projects and Purposes qualifying as "transportation purposes" (as defined by O.C.G.A. § 48-8-260(4)) to be funded from the ~~2020~~2024 TSPLOST, including an expenditure of at least thirty percent (30%) of the estimated revenue from said ~~2020~~2024 TSPLOST on projects (sometimes collectively referred to as the **"State Projects"**) consistent with the State-Wide Strategic Transportation Plan defined in O.C.G.A. § 32-3-22(a)(6), together with the estimated dollar amounts allocated for each of the Transportation Projects and Purposes from said ~~2020~~2024 TSPLOST proceeds, is attached hereto as **Exhibit "A"**. Regardless of any projected or estimated revenues from the ~~2020~~2024 TSPLOST, the actual ~~2020~~2024 TSPLOST proceeds shall be allocated between and among the parties hereto, on a percentage basis of the total amount of the ~~2020~~2024 TSPLOST funds collected and received, as follows: **~~59.76~~43.656% to the County** (which shall include that portion of the ~~2020~~2024 TSPLOST funds allocated to County-specific projects, as well as the State Projects); **~~31.31~~41.767% to Hinesville; ~~3.91~~4.066% to Walthourville; ~~2.02~~1.937% to Midway; ~~1.15~~6.307% to Flemington; 0.~~83~~714% to Riceboro; ~~0.74~~1.322% to Allenhurst; and 0.~~28~~232% to Gumbranch**. No party shall be entitled to request or receive more than their respective pro-rata share of said ~~2020~~2024 TSPLOST revenues based on the tax amounts actually received from the Department of Revenue or the County, as the case may be.

5. Authority to Issue General Obligation Debt; Retirement of Existing General Obligation Debt.

(a) Pursuant to O.C.G.A. § 48-8-263(d), the County and the City of Hinesville shall be authorized to issue general obligation debt in accordance with Article IX, Section V, Paragraph 1 of the Constitution of the State of Georgia, -in order to finance those Transportation Projects and Purposes attributable to said party. The maximum amount of general obligation debt which may be authorized by the County and the City of Hinesville hereunder shall be the respective dollar amounts allocated to each party as shown on said **Exhibit "A"**. The authorization to issue general obligation debt hereunder shall include the right to re-structure or re-finance the same throughout the imposition of the ~~2020~~2024 SPLOST; provided that the terms of any re-structure or re-finance shall not cause the amount of existing and outstanding general obligation debt authorized hereunder to at any time exceed the maximum outstanding principal indebtedness amount(s) described herein.

(b) As permitted by the provisions of O.C.G.A. § 48-8-260(4)(b), the authorization to issue general obligation debt hereunder shall include the right to utilize the ~~2020~~2024 TSPLOST proceeds to retire previously incurred general obligation debt issued by either the County or the City of Hinesville as shown on the attached **Exhibit "A"**, but only where said debt was issued for such transportation purposes as identified in O.C.G.A. § 48-8-260(4)(A), and only to the extent that the combined amounts of any previously incurred general obligation debt retired and any new general obligation debt issued by the County or the City of Hinesville hereunder do not exceed the maximum amount(s) authorized hereunder for said party.

(c) In its resolution to be adopted pursuant to Paragraph 2 of this Agreement, the County shall instruct the Elections Superintendent to include necessary language concerning the authority to issue general obligation debt and the ballot presented to the voters of the Special District as a part of the TSPLOST Special Election shall contain the language required under O.C.G.A. § 48-8-263(2) concerning the issuance of said general obligation debt. If the ~~2020~~2024 TSPLOST is approved as required by law, the County and the City of Hinesville shall be authorized to issue general obligation debt in any manner authorized by O.C.G.A. § 48-8-263(d)(2), subject to the maximum dollar limitations set forth herein.

(d) Any and all general obligation debt issued by the County and the City of Hinesville pursuant to the authority granted hereunder shall be subject to the requirements and restrictions imposed under O.C.G.A. § 48-8-269.5.

6. Priority of Projects. The County and each Municipality shall have the right to prioritize those Transportation Projects and Purposes attributable to them, provided that all such Transportation Projects and Purposes shall comply with both the provisions of this Agreement and the Act.

7. Re-Allocation of Funds. Any ~~2020~~2024 TSPLOST proceeds received but not required to complete any of the Transportation Projects and Purposes may be allocated by the responsible party to different transportation purposes (as defined by O.C.G.A. § 48-8-260(4)), subject to the requirements of this Agreement and the Act. Where any one or more of the

Transportation Projects and Purposes attributable to a party is found to be impractical or not necessary by the party undertaking the same or its legality is subject to question, its funding may be re-allocated to another of its Transportation Projects and Purposes where necessary, or an alternative transportation purpose may be selected by said party, subject to the requirement that said transportation purpose be one which the proceeds of the ~~2020~~2024 TSPLOST have been approved in the TSPLOST Special Election (as set forth in **Exhibit "A"** hereto). Any re-allocation of ~~2020~~2024 TSPLOST funds as provided above or designation of a project as unfeasible or impractical shall also comply with all provisions of the Act.

8. Completion of Projects. The County and Municipalities shall promptly move forward with the acquisition, construction, and installation of their respective Transportation Projects and Purposes in an efficient and economical manner, at a reasonable cost, and in conformity with all applicable laws, ordinances, rules and regulations. Each party shall maintain any and all records and documentation concerning their undertaking of the Transportation Projects and Purposes authorized herein which may be required by law and said records and documents shall be subject to public inspection as required by law.

9. Collection and Distribution of TSPLOST Proceeds; Segregation of Funds. Upon effective implementation of the ~~2020~~2024 TSPLOST, the County and Municipalities shall each establish independent and separate special trust funds, each of which shall be designated as a TSPLOST Fund in compliance with the provisions of O.C.G.A. § 48-8-269.5(a) (each, a **"Special Account"** and, collectively, the **"Special Accounts"**). The County and Municipalities shall each be responsible for selecting a local bank or banks which shall act as a depository and custodian of their respective Special Accounts upon such terms and conditions as may be acceptable to each party. The monies collected by the Georgia Department of Revenue from and through the imposition of the ~~2020~~2024 TSPLOST, less the one (1%) percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267(a)(1), shall be paid to the County and shall be deposited by the County in its Special Account. The monies received by the County in its Special Account shall be held and applied to the cost of reimbursing the County for administering the Special Account and to distributions required hereunder and for the costs and expenses incurred by the County in undertaking those Transportation Projects and Purposes attributable to it under this Agreement, and all of the permitted expenses incidental thereto, and the payment of any debt service authorized hereunder. On or before the fifteenth (15th) day of each month, the County shall distribute to the Municipalities their proportionate percentages of the ~~2020~~2024 TSPLOST proceeds as required under this Agreement and based upon the actual amount of the ~~2020~~2024 TSPLOST proceeds received by the County in the month prior to distribution. The ~~2020~~2024 TSPLOST proceeds distributed by the County to the Municipalities shall be deposited into and held in their respective Special Accounts. The monies received by the Municipalities in their respective Special Accounts shall be held and applied to the cost of reimbursing the Municipalities for administering their respective Special Accounts and to distributions required hereunder and for the costs and expenses incurred by the Municipalities in undertaking their respective Transportation Projects and Purposes authorized under this Agreement, and all of the permitted expenses incidental thereto, and the payment of any debt service authorized hereunder. If general obligation debt is issued by the County or the City of Hinesville in accordance with this Agreement, the ~~2020~~2024 TSPLOST shall first be used for paying the debt service requirements on such general obligation debt for any such year before such proceeds are spent on their respective Transportation Projects and Purposes, as required by the Act. The parties agree that they will not cause or permit to be withdrawn from their

respective Special Accounts any monies except in accordance with the terms and provisions of this Agreement and the Act. The parties further agree that no funds other than those received from the ~~2020~~2024 TSPLOST authorized herein shall be deposited in the Special Accounts and that funds from the Special Accounts shall not be commingled with any other funds or accounts of the parties. The County shall be responsible for administering the initial collections and distributions to and from its Special Account in a manner designated to effectuate the terms of this Agreement and shall be reimbursed for the actual cost incurred by the County in said administration; **provided, however**, that if agreed to by the Georgia Department of Revenue, the proportionate amounts of the ~~2020~~2024 TSPLOST proceeds due to the County and each Municipality hereunder shall be paid directly into the Special Accounts maintained by said County and each Municipality, in which case the County shall be relieved from any obligation to receive, administer, disburse, or account for said ~~2020~~2024 TSPLOST proceeds which it would otherwise be obligated but for such direct payment to the Municipalities (and all such obligations shall be assumed by each Municipality with respect to its Special Account), except that the County shall in any event receive and disburse those ~~2020~~2024 TSPLOST proceeds attributable to the City of Allenhurst and the City of Gumbranch and shall maintain the respective Special Account for each such Municipality. Unless otherwise agreed in writing by the County and any Municipality, all work associated with the Transportation Projects and Purposes for which a portion of the ~~2020~~2024 TSPLOST proceeds are allocated to a Municipality hereunder shall be undertaken and administered by the responsible Municipality or its contractors, and the County shall have no obligation to administer or prosecute said Transportation Projects and Purposes on behalf of any Municipality, except for those obligations relating to any Special Account into which it is required to disburse ~~2020~~2024 TSPLOST proceeds, whether arising by virtue the refusal of the Georgia Department of Revenue to make direct payments to the County and each Municipality as contemplated herein or, with respect to the City of Allenhurst and the City of Gumbranch, the assumption of such obligations by the County. Additionally, and whether or not ~~2020~~2024 TSPLOST proceeds are disbursed to the Municipalities by the Department of Revenue or the County, the County shall receive all ~~2020~~2024 TSPLOST funds dedicated to the State Projects; provided, however, that, with respect to any State Project that is located within the jurisdictional limits of any Municipality and which the County has otherwise consented to said Municipality's administration and undertaking of said State Project, the County shall disburse from time to time to said Municipality its proportionate share of the ~~2020~~2024 TSPLOST revenues which are attributable to the State Project(s) being undertaken by the Municipality within its jurisdiction.

10. Permitted Uses of Proceeds from Special Accounts. All funds in the Special Accounts shall be used exclusively for the purpose of paying for the cost of undertaking the Transportation Projects and Purposes, and the expenses incidental thereto, and without intending hereby to limit or restrict or to extend any proper definition of such costs and expenses as now provided by the Act, said costs and expenses shall include:

(a) the cost of premiums on insurance bonds, including performance and payment bonds, if any, in connection with the Transportation Projects and Purposes until the completion date;

(b) the fees and expenses of architects and/or engineers for surveys and estimates, preparation of plans, specifications and recommendations and supervision of acquisition,

construction and installment of the Transportation Projects and Purposes, as well as for the performance of all other duties of such architects and engineers in relation thereto;

(c) the expenses of administration of such undertakings, including legal fees and accounting fees;

(d) any taxes or other government charges, if any, lawfully levied or assessed upon the Transportation Projects and Purposes prior to the completion date;

(e) the cost of acquiring by purchase any lands, machinery and equipment, and any easements, rights, or damages incident to or arising as a consequence of the acquisition, construction and installation of the Transportation Projects and Purposes;

(f) the costs for labor, amounts payable to contractors, builders and material men in connection with the undertaking of the Transportation Projects and Purposes; and

(g) such other fees, costs, expenses and other charges of whatever nature incidental and pertaining to the undertaking of the Transportation Projects and Purposes.

11. Documentation and Authority for Withdrawals: All withdrawals from the Special Accounts shall be made by checks signed or countersigned by a person or persons designated by the respective governing authority responsible for such Special Account, but, before any such check shall be signed, there shall be filed with said governing authority the following (on forms prescribed by said governing authority or, if disbursements are being made into said Special Account by the County, for whatever reason, on forms prescribed by the County):

(a) a written requisition for such payment stating each amount to be paid and the name of the person, firm, corporation or entity to which payment shall be made; and

(b) a written statement signed by a public official designating which of the Transportation Projects and Purposes the monies will be used.

12. Audit, Record Retention and Reporting: During the period of this Agreement, the County and the Municipalities shall maintain the records required by O.C.G.A. § 48-8-269.5(a)(2) concerning the use of the ~~2020~~2024 TSPLOST proceeds and shall comply with the audit requirements of O.C.G.A. § 48-8-269.5(a)(2). All monies deposited in the Special Accounts shall be audited by a certified public accounting firm at such time or times as the official audits of the party are made. Each of the parties agrees to cooperate with such certified public accounting firm(s) in any such audit by providing any and all necessary information. The cost of any such audit(s) shall be paid from the Special Accounts. In addition, the County and Municipalities shall each comply with the annual reporting requirements contained in O.C.G.A. § 48-8-269.6. The cost of such reporting requirements shall be paid from the Special Accounts.

13. Mutual Representations and Warranties. In furtherance of the public purposes of this Agreement, the County and Municipalities each represent and warrant to the other (which

representations and warranties shall be deemed independently material notwithstanding any prior inquiries or knowledge of the other parties) that: (a) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (b) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; (c) its representatives executing this Agreement have been duly authorized to execute and deliver the same by all appropriate action on the party's governing authority; (d) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement; and (e) the execution, delivery and performance of this Agreement will not contravene any contract, undertaking, instrument or other agreement to which it is a party or which purports to be binding upon it, or violate the provisions of its respective charter (or similar organizational legislation) or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State, as the case may be. Without limiting the generality of the foregoing, each party hereby expressly represents and warrants that it has formally adopted and approved a resolution authorizing this Agreement at a duly called public meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include the Georgia Open Meetings Act, O.C.G.A. 50-14-1 *et seq*. and any applicable provisions of its respective charter (or other organizational legislation) or Code of Ordinances. Each Municipality further represents and warrants that (w) it is a duly created and existing municipal corporation under the laws of the State of Georgia; (x) it is a "qualified municipality" under the provisions of O.C.G.A. § 48-8-110; (y) all its respective boundaries are located within Liberty County; and (z) it was given notice of the meeting of the County and Municipalities held on ~~**August 29, 2019**~~ **, 2024** in accordance with O.C.G.A. § 48-8-262(a)(2).

14. **Severability.** If any provision at this Agreement or any provision of the law authorizing this Agreement or the holding of the election authorizing the imposition of the TSPLOST described herein shall be declared or held to be invalid, such invalid provision shall be severable from the remaining provisions of this Agreement and the remaining provisions shall remain in full force and effect.

15. **Counterparts; Electronic Execution**. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. In this connection and to facilitate the execution and delivery of this Agreement, the parties may execute and exchange such counterparts by facsimile or other electronic transmission (e.g. pdf via email, etc.); it being acknowledged that, notwithstanding any statutory or decisional law to the contrary, the printed product of such facsimile transmittal or other electronic transmission of the signature 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.

16. **Entire Agreement**. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. In this connection, it is further specifically acknowledged and agreed that each

Municipality has or will make such independent review and evaluation, as well as all other decisions, pertaining to the ~~2020~~2024 TSPLOST and the Transportation Projects and Purposes proposed to be funded, in whole or in part, by the same, without reliance upon any oral or written representation, warranty, information, advice, or analysis of any kind whatsoever from the County, however obtained, except for those agreements and representations, if any, expressly and specifically set forth herein. Without limiting the generality of the foregoing, the County specifically disclaims any and all representations or warranties, express or implied, regarding the success of the TSPLOST Special Election, the amounts to be raised by the ~~2020~~2024 TSPLOST, the imposition of the ~~2020~~2024 TSPLOST, or the allocation of any amount generated by virtue of any future or reimposed TSPLOST; it being further acknowledged by each Municipality that any of the Transportation Projects and Purposes funded, in whole or in part, from the ~~2020~~2024 TSPLOST shall be undertaken at the Municipality's sole risk and that, except as set forth herein (but subject to the conditions contained in or implied by this Agreement regarding the imposition, collection, and allocation of said ~~2020~~2024 TSPLOST), and that no amounts whatsoever are guaranteed to the Municipalities in connection with the ~~2020~~2024 TSPLOST or any future TSPLOST.

17. 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.

18. Assignment. The rights and obligations of the parties under this Agreement are personal and may not be assigned for any reason.

19. Construction; Exhibits. The parties hereto acknowledge that this Agreement shall in all instances be interpreted consistent with the Act, the provisions of which are by this reference incorporated herein for all purposes. 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.

20. 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 shall be in Liberty County.

21. 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.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the Effective Date.

LIBERTY COUNTY

(OFFICIAL SEAL)

By: _____
Donald L. Lovette, Chairman

Attest: _____
Joseph W. Brown, Administrator

Date: _____, 2024

[Signatures Continued on Following Page(s)]

CITY OF ALLENHURST, GEORGIA

(OFFICAL SEAL)

By: _____
~~Thomas G. Hines~~James Willis, Mayor

Attest: _____
City Clerk

Date: _____ _____, 2024

[Signatures Appear on Following Page(s)]

CITY OF FLEMINGTON, GEORGIA

(OFFICIAL SEAL)

By: _____
Paul Hawkins, Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Appear on Following Page(s)]

CITY OF GUMBRANCH, GEORGIA

(OFFICIAL SEAL)

By: _____
~~Ches Oneal~~Tina Eason, Mayor

Attest: _____
City Clerk

Date: ~~October 21, 2019~~_____, 2024

[Signatures Appear on Following Page(s)]

CITY OF HINESVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
~~Allen Brown~~Karl Riles, Mayor

Attest: _____
~~Sarah Lumpkin,~~ City Clerk

Date: _____, 2024

[Signatures Continued on Following Page(s)]

CITY OF MIDWAY, GEORGIA

(OFFICIAL SEAL)

By: _____
Levern Clancy, Jr., Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Continued on Following Page(s)]

CITY OF RICEBORO, GEORGIA

(OFFICIAL SEAL)

By: _____
~~William T. Austin~~Christopher Stacy,
Mayor

Attest: _____
City Clerk

Date: _____, 2024

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County ~~2020~~2024 TSPLOST]

CITY OF WALTHOURVILLE

(OFFICIAL SEAL)

By: _____
~~Daisy S. Pray~~Sarah B. Hayes, Mayor

Attest: _____

Date: _____

[Exhibit(s) Attached]

EXHIBIT "A"
TRANSPORTATION PROJECTS AND PURPOSES

Use of Proceeds: All proceeds collected from the ~~2020~~2024 TSPLOST shall be utilized for "transportation purposes" as defined in O.C.G.A. § 48-8-260(4) and for the specific categories of projects authorized and described in the Schedule below.

Distribution of Proceeds; Project Priority: All projects in the categories described below shall have equal priority and shall receive *pro-rata* allocation of ~~2020~~2024 TSPLOST proceeds on a monthly basis. The parties shall each determine, in their discretion, the order in which a particular specific project or projects are commenced.

~~2020~~2024 TSPLOST Revenue Estimate: The parties estimate that the ~~2020~~2024 TSPLOST shall generate total sales tax revenue in the amount of **$~~54~~76,000,000.00** over twenty~~ (20~~-four (24) calendar quarters from the date collections commence, which is the ~~maximum~~estimated amount of net proceeds to be raised by the ~~2020~~2024 TSPLOST. However, irrespective of the amount collected, the ~~2020~~2024 TSPLOST proceeds shall be divided and distributed on the *pro rata* percentage established in the Schedule below.

Project	County/Municipality	Estimated Cost	Pro Rata
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of	County	$~~32,272,101~~33,178,267	~~59.76~~43.656%

lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same; including further new general obligation debt and other multi-year obligations issued to finance any of the foregoing purposes. At least thirty (30%) percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).			
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and	City of Allenhurst	$~~397,980~~1,004,693	~~0.74~~1.322%

funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.			
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or	City of Flemington	$~~621,572~~4,793,123	~~1.15~~6.307%

structures useful or incident to providing access to the same.			
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.	City of Gumbranch	$~~151,956~~176,161	0.~~28~~232%

Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.	City of Midway	$1,~~089,742~~471,802	~~2.02~~1.937%

Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same; including further new general obligation debt and other multi-year obligations issued to finance any of the foregoing purposes.	City of Hinesville	$~~16,907,276~~31,742,831	~~31.31~~41.767%

Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.	City of Riceboro	$~~446,823~~542,900	0.~~83~~714%

Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.	City of Walthourville	$~~2,112,550~~3,090,223	~~3.91~~4.066%

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Health Insurance Plan Renewal

Prepared by: Christy Deloach

Presented by: Kenneth Howard

PURPOSE: To present the proposed health insurance renewal for the plan year beginning July 1, 2024 and to recommend use of the health insurance surplus funds to reduce the impact to our employees.

BACKGROUND: The City has been working with Cigna for several weeks to negotiate our health insurance renewal. The plan we are bringing to Mayor & Council is a level funded plan (also referred to as partially self-funded). In this plan:

- Rates will increase by a net of 7.80%
- Cigna is guaranteeing a $20,000 surplus credit for next year contingent upon us renewing with them next year
- There are no changes to our employees' benefits

In the past, the City has had a partially self-funded plan with Cigna. We received surplus credits during those plan years and we still have some remaining surplus. We have used the surplus credit in the past to reduce the impact of rate increases on the employees.

The rate summary page lists both the Cigna renewal rate and the rate we are proposing to pass on to our employees (a lower rate using the surplus credit).

FUNDING:

RECOMMENDATION: It is our recommendation that the City of Hinesville

- Renews our health insurance plan with the Cigna level funded option as presented
- Apply the surplus credit to the rates that are passed on to our employees.

ATTACHMENTS:

1. CIGNA renewal

PREVIOUS COUNCIL DISCUSSION:

City of Hinesville
Analysis of Health Insurance Rates
effective July 1, 2024

	#	Current Monthly Premium	Renewal - Monthly Premium	Current Monthly employee rates after applying Surplus credit	Proposed Renewal Employee Rates (applying surplus credit)	$ Change for employees - per pay period	% Change for employees
							With Surplus Use
Base Plan							
Employee	44	715.53	779.27	702.61	740.57	5.69	5.399%
Employee + Spouse	10	1,431.05	1,558.55	1,405.23	1,481.14	11.39	5.404%
Employee + Child(ren)	7	1,359.50	1,480.63	1,334.97	1,407.08	10.82	5.403%
Family	17	2,146.58	2,337.82	2,107.72	2,221.71	17.10	5.409%
Buy Up Plan							
Employee	24	776.53	822.69	751.57	803.71	12.78	9.841%
Employee + Spouse	13	1,553.06	1,645.41	1,503.15	1,607.42	25.57	9.844%
Employee + Child(ren)	3	1,475.41	1,563.13	1,428.00	1,527.05	24.29	9.844%
Family	5	2,329.59	2,468.10	2,254.60	2,411.13	38.37	9.849%

City of Hinesville
Analysis of Health Insurance Rates - Level Funding
effective July 1, 2024

	#	Current Monthly Premium	Proposed Premium w/o surplus	% proposed increase premium	Estimated Annual Premium (renewal)
CIGNA - current rates					
Base Plan					
Employee	44	715.53			377,799.84
Employee + Spouse	10	1,431.05			171,726.00
Employee + Child(ren)	7	1,359.50			114,198.00
Family	17	2,146.58			437,902.32
Buy Up Plan					
Employee	24	776.53			223,640.64
Employee + Spouse	13	1,553.06			242,277.36
Employee + Child(ren)	3	1,475.41			53,114.76
Family	5	2,329.59			139,775.40
			Total Estimated Annual Premium		**$ 1,760,434.32**
CIGNA - 7.8% Renewal Rate					
Base Plan					
Employee	44		779.27	8.9081%	411,454.56
Employee + Spouse	10		1,558.55	8.9095%	187,026.00
Employee + Child(ren)	7		1,480.63	8.9099%	124,372.92
Family	17		2,337.82	8.9091%	476,915.28
Buy Up Plan					
Employee	24		822.69	5.9444%	236,934.72
Employee + Spouse	13		1,645.41	5.9463%	256,683.96
Employee + Child(ren)	3		1,563.13	5.9455%	56,272.68
Family	5		2,468.10	5.9457%	148,086.00
			Total Estimated Annual Premium		**$ 1,897,746.12**
					137,311.80
					7.800%

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Transient Merchant License Request

Prepared by: Deridra Weeks

Presented by: Deridra Weeks

PURPOSE: Heather Perez of Phantom Fireworks would like a 2024 Transient Merchant License to sell fireworks at 1121 W Oglethorpe Hwy (American Legion) on June 26, 2024 through July 5, 2024. All departments have reviewed and approved the application.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:
1. Phantom Fireworks Application
2. Phantom Fireworks Routing Slips
3. Phantom Fireworks Background Check
4. Phantom Fireworks Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

LICENSE YEAR: 2024

FOR OFFICE USE ONLY
DATE RECEIVED: 5-15-24
BLDG INSP: _____ DATE: _____
ZONING: _____ DATE: _____
POLICE: _____ DATE: _____

HINESVILLE

PEDDLER OR TRANSIENT MERCHANT LICENSE APPLICATION

PAYABLE TO:
City of Hinesville
115 East M.L. King, Jr. Drive
Hinesville, Georgia 31313

Heather Perez
NAME OF APPLICANT:

TYPE OF LICENSE: **PEDDLER OR TRANSIENT MERCHANT** (circle one)

[redacted]
SOCIAL SECURITY NUMBER:

[redacted]
BIRTH DATE: MONTH/DATE/YEAR

81-4683606
FEDERAL TAX ID NUMBER:

[redacted]
PERMANENT MAILING ADDRESS:

478 919 1545
PHONE NUMBER:

Consumer Fireworks
DESCRIBE THE NATURE OF BUSINESS:

Heather Perez
MANAGER'S NAME:

[redacted]

IS THIS A CORPORATION? ✓ (YES) ____ (NO)
(Please attach proof or corporation)

Del. 1/17/17
IF YES, STATE AND DATE OF CORPORATION:

nantom Fireworks Eastern Region LLC
BUSINESS NAME:

2445 Belmont Ave Youngstown OH 45505
BUSINESS PERMANENT ADDRESS:

NAME OF REPRESENTATIVE:
(if different from applicant)

BIRTH DATE: MONTH/DATE/YEAR:

SOCIAL SECURITY NUMBER:

PERMANENT MAILING ADDRESS:

Consumer Fireworks
TYPE OF MERCHANDISE OR SERVICE OFFERED FOR SALE:

1121 W. Oglethorpe Hwy Hinesville, GA 31313
LOCAL BUSINESS ADDRESS: (attach authorization slip from owner for transient merchant LIC)

DATES OF BUSINESS IN CITY:
FROM: 6/26/24 TO: 7/5/24

HOURS OF OPERATION:
11:00AM to 9:00PM 6/26-7/3
12:00 PM to 6:00PM - 5th
FROM: 10:00AM TO: Midnight - 4th

TOTAL DAYS
10

Customers walk up to window and purchase fireworks
EXPLAIN HOW BUSINESS WILL BE CONDUCTED:

LIST CITIES WHERE BUSINESS HAS BEEN CONDUCTED IN THE LAST TWELVE MONTHS:

Centerville	Blackshear	Newnan	Tifton	Athens
Alma	Claxton	Cordele	Commerce	Rockmart

LICENSE FEE COMPUTATIONS

Amount per day 30 X 10 days (Enter Amount Due) $ 300
(Maximum $500.00

$ _____
Admin Fee Due for New Application $ 60
Other Fees $ 20
TOTAL DUE: $ 380
TOTAL RECEIVED $ _____

IMPORTANT - PLEASE READ CAREFULLY:
The applicant hereby agrees to be bound by all of the terms and conditions of the Ordinances adopted by the City of Hinesville, Georgia and any laws as may apply to the above business. I hereby agree to permit during business hours reasonable inspections as authorized by law.

Date: 5-15-24

DEPARTMENTAL APPROVAL ROUTING FORM

DEPARTMENTS	ROUTE SEQ	ACTION CODE	DATE		INITIALS	
			In	Out	Concur	Non Concur
LCPC	2	s	5-15-24	5-16-24	MW	
INSPECTIONS ZONING DEPARTMENT	3	s	5-16-24	5-16-24	GWS	
GIS						
FIRE DEPARTMENT	4	s	5-16-24	5-16-24	KB	
POLICE DEPARTMENT						
YES ☐ NO ☐ security required						
CITY CLERK						
BUSINESS LICENSE OFFICE	1	x	5-15-24			

Subj: Applicant Name	Phantom Fireworks
Subj: Event Name	Heather Perez
Subj: Event Date	June 26 - July 5, 2024

EVENT OR VENUE COMMENTS:

please see the attached transient merchant license.

FOR BUSINESS LICENSE USE ONLY

Yes ☐	No ☑	Is there an election, voter registration, special event, or other City and/or County related event occurring during date of the above event?	
EVENT NAME:			
Yes ☑	No ☐	Requires Mayor & Council Approval	6-6-24 Council Meeting Date:
SIGNATURE:			Last Action Date:

ACTION CODES

X -	ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET	I -	INFORMATION
A -	APPROPRIATE ACTION	D -	DECISION
G -	GUIDANCE	C -	COMMENT
S -	SIGNATURE	R -	RECOMMENDATION

DEPARTMENTS PLEASE INDICATE CONCERNS BELOW:

PLEASE FORWARD THIS COMPLETE PACKET TO THE DEPARTMENT SPECIFIED ON THE ABOVE ROUTE SEQ NO LATER THAN THREE DAYS OF RECEIVING THIS REQUEST. APPROVAL INITIALS ON THIS ROUTING FORM SERVES AS APPROVAL FOR THE ENTIRE PACKET UNLESS OTHERWISE SPECIFIED IN THE DEPARTMENT CONCERNS SECTION. FOR EFFECTIVE TRACKING THERE IS NO NEED TO SIGN ADDITIONAL AND/OR REDUNDANT DOCUMENTS.

Revised October 24, 2022

Date: 5-15-24

DEPARTMENTAL APPROVAL ROUTING FORM

DEPARTMENTS	ROUTE SEQ	ACTION CODE	DATE		INITIALS	
			In	Out	Concur	Non Concur
LCPC						
INSPECTIONS ZONING DEPARTMENT						
GIS						
FIRE DEPARTMENT						
POLICE DEPARTMENT	2	s	05/21/24	05/21/24	TEH	
YES ☐ NO ☐ security required						
CITY CLERK						
BUSINESS LICENSE OFFICE	1	x	5-15-24	5-15-24		

Subj: Applicant Name	Phantom Fireworks
Subj: Event Name	Heather Perez
Subj: Event Date	N/A

EVENT OR VENUE COMMENTS:

Please conduct a background check for a transient merchant license.

FOR BUSINESS LICENSE USE ONLY

Yes ☐	No ☑	Is there an election, voter registration, special event, or other City and/or County related event occurring during date of the above event?	
EVENT NAME:			
Yes ☑	No ☐	Requires Mayor & Council Approval	6-6-24	Council Meeting Date:
SIGNATURE:				Last Action Date:

ACTION CODES

X -	ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET	I -	INFORMATION
A -	APPROPRIATE ACTION	D -	DECISION
G -	GUIDANCE	C -	COMMENT
S -	SIGNATURE	R -	RECOMMENDATION

DEPARTMENTS PLEASE INDICATE CONCERNS BELOW:

PLEASE FORWARD THIS COMPLETE PACKET TO THE DEPARTMENT SPECIFIED ON THE ABOVE ROUTE SEQ NO LATER THAN THREE DAYS OF RECEIVING THIS REQUEST. APPROVAL INITIALS ON THIS ROUTING FORM SERVES AS APPROVAL FOR THE ENTIRE PACKET UNLESS OTHERWISE SPECIFIED IN THE DEPARTMENT CONCERNS SECTION. FOR EFFECTIVE TRACKING THERE IS NO NEED TO SIGN ADDITIONAL AND/OR REDUNDANT DOCUMENTS.

Revised October 24, 2022

MAYOR
Karl Riles

CITY MANAGER
Kenneth K. Howard

CITY CLERK

CITY ATTORNEY
Linnie L. Darden, III

Police Department
HINESVILLE
GEORGIA

Tracey E. Howard, Chief of Police

MAYOR PRO TEM
Vicky C. Nelson

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

FROM THE HINESVILLE POLICE DEPARTMENT

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

Name of applicant
Perez, Heather

_X_ No record on file
____ Record on file acceptable
____ Record on file, summary attached
____ Not acceptable

Name of applicant

____ No record on file
____ Record on file acceptable
____ Record on file, summary attached
____ Not acceptable

Name of applicant

____ No record on file
____ Record on file acceptable
____ Record on file, summary attached
____ Not acceptable

Name of applicant

____ No record on file
____ Record on file acceptable
____ Record on file, summary attached
____ Not acceptable

Name of applicant

____ No record on file
____ Record on file acceptable
____ Record on file, summary attached
____ Not acceptable

Signature

05/20/24

"Home for a Day or a Lifetime"

123 East M.L. King Jr. Drive, Hinesville, GA 31313 (912) 368-8211
www.cityofhinesville.org

SUMMARY SHEET FOR TRANSIENT MERCHANT LICENSE APPLICATION

YEAR OF LICENSE	2024
NAME OF APPLICANT(S)	Heather Perez
NAME OF BUSINESS	Phantom Fireworks
ADDRESS OF BUSINESS	1121 W Oglethorpe Hwy Hinesville, GA 31313
APPROVED BY HPD	YES 05/21/2024
APPROVED BY ZONING	YES 05/16/2024
APPROVED BY INSPECTIONS DEPARTMENT	YES 05/16/2024
APPROVED BY HFD	YES 05/16//2024
TYPE OF LICENSE	Transient Merchant License

City Council ( ) Approved ( ) Disapproved by _____ Date 06-06-2024

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Transient Merchant License Request

Prepared by: Deridra Weeks

Presented by: Deridra Weeks

PURPOSE: David Midgorden of TNT Fireworks would like a 2024 Transient Merchant License to sell fireworks at 751 W Oglethorpe Hwy (Walmer #862) on June 17, 2024 through June 23, 2024. All departments have reviewed and approved the application.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:
1. TNT Fireworks Application
2. TNT Fireworks Routing Slips
3. TNT Fireworks Background Check
4. TNT Fireworks Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

LICENSE YEAR: 2024

DATE RECEIVED: FOR OFFICE USE ONLY 5-28-24
BLDG INSP: _____ DATE: _____
ZONING: _____ DATE: _____
POLICE: _____ DATE: _____

HINESVILLE
"Come for a Day or a Lifetime"

PEDDLER OR TRANSIENT MERCHANT LICENSE APPLICATION

PAYABLE TO:
City of Hinesville
115 East M L King, Jr Drive
Hinesville, Georgia 31313

David Midgorden
NAME OF APPLICANT:

TYPE OF LICENSE: **PEDDLER** OR **TRANSIENT MERCHANT**
(circle one)

[redacted]
SOCIAL SECURITY NUMBER:

[redacted]
BIRTH DATE: MONTH/DATE/YEAR

63-0813092
FEDERAL TAX ID NUMBER:

[redacted]
PERMANENT MAILING ADDRESS:

91-271-9772
PHONE NUMBER:

Sale of Ga legal consumer fireworks
DESCRIBE THE NATURE OF BUSINESS:

David Midgorden
MANAGER'S NAME:

136 Glenn Groover Rd NE Hinesville, Ga 31313
MANAGER'S MAILING ADDRESS:

IS THIS A CORPORATION? ____ (YES) ____ (NO)
(Please attach proof or corporation)

Alabama, 1981
IF YES, STATE AND DATE OF CORPORATION:

TNT Fireworks
BUSINESS NAME:

4511 Helton Drive Florence, Al 35630
BUSINESS PERMANENT ADDRESS:

NAME OF REPRESENTATIVE:
(if different from applicant)

BIRTH DATE: MONTH/DATE/YEAR:

SOCIAL SECURITY NUMBER:

PERMANENT MAILING ADDRESS:

Ga legal consumer fireworks
TYPE OF MERCHANDISE OR SERVICE OFFERED FOR SALE:

751 W Oglethorpe Hwy Hinesville, Ga 31313
LOCAL BUSINESS ADDRESS: (attach authorization slip from owner for transient merchant LIC)

DATES OF BUSINESS IN CITY: FROM: June 17 TO: June 23

HOURS OF OPERATION: FROM: 10am TO: 10 pm

TOTAL DAYS 7

sales will be conducted out of an 8X24 wooden stand in the parking lot
EXPLAIN HOW BUSINESS WILL BE CONDUCTED:

LIST CITIES WHERE BUSINESS HAS BEEN CONDUCTED IN THE LAST TWELVE MONTHS:

Savannah	Augusta	Macon	Atlanta	Ludowici
Dublin	Athens	Loganville	Richmond Hill	Buford

LICENSE FEE COMPUTATIONS

Amount per day $30 X 7 days (Maximum $500.00	(Enter Amount Due)	$ 210
Admin Fee Due for New Application		$ 60
Other Fees		$
TOTAL DUE:		$ 270.00
	TOTAL RECEIVED $	270.00

IMPORTANT - PLEASE READ CAREFULLY:
The applicant hereby agrees to be bound by all of the terms and conditions of the Ordinances adopted by the City of Hinesville, Georgia and any laws as may apply to the above business. I hereby agree to permit during business hours reasonable inspections as authorized by law

THIS 15 DAY OF Feb, 2024

(AUTHORIZED SIGNATURE OF APPLICANT)

Personally, before me the undersigned appeared David Midgorden, who on Oath has sworn that the above information given therein is true and correct.

Sworn to and subscribed before me this 15 day of February, 2024

STATE OF Georgia COUNTY OF Liberty CITY OF Hinesville

NOTARY STAMP OR SEAL

Alexandra R. Kristopek
NOTARY PUBLIC

ALEXANDRA R. KRISTOPEK NOTARY PUBLIC Comm. Exp. 09/25/2025 LIBERTY COUNTY, GA

LICENSE MAY BE REVOKED OR REVOKED FOR VIOLATION OF THE TERMS OF THE ORDINANCE. NO BUSINESS, PERSON, OR CORPORATION IS TO OPERATE WITHOUT APPROVAL OF THIS APPLICATION FOR LICENSE.

Date: 5-28-24

DEPARTMENTAL APPROVAL ROUTING FORM

DEPARTMENTS	ROUTE SEQ	ACTION CODE	DATE		INITIALS	
			In	Out	Concur	Non Concur
LCPC	2	s	5-28-24	5-28-24	MW	
INSPECTIONS ZONING DEPARTMENT	3	s	5-28-24	5-29-24	GWS	
GIS						
FIRE DEPARTMENT	4	s	5-29-24	5-29-24	KB	
POLICE DEPARTMENT						
YES ☐ NO ☐ security required						
CITY CLERK						
BUSINESS LICENSE OFFICE	1	x	5-28-24	5-28-24		

Subj: Applicant Name	TNT Fireworks
Subj: Event Name	Dvid Midgorden
Subj: Event Date	June 17 -23, 2024

EVENT OR VENUE COMMENTS:

please see the attached transient merchant license

FOR BUSINESS LICENSE USE ONLY

Yes ☐	No ☑	Is there an election, voter registration, special event, or other City and/or County related event occurring during date of the above event?	
EVENT NAME:			
Yes ☑	No ☐	Requires Mayor & Council Approval	6-6-24	Council Meeting Date:
SIGNATURE:				Last Action Date:

ACTION CODES

X -	ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET	I -	INFORMATION
A -	APPROPRIATE ACTION	D -	DECISION
G -	GUIDANCE	C -	COMMENT
S -	SIGNATURE	R -	RECOMMENDATION

DEPARTMENTS PLEASE INDICATE CONCERNS BELOW:

PLEASE FORWARD THIS COMPLETE PACKET TO THE DEPARTMENT SPECIFIED ON THE ABOVE ROUTE SEQ NO LATER THAN THREE DAYS OF RECEIVING THIS REQUEST. APPROVAL INITIALS ON THIS ROUTING FORM SERVES AS APPROVAL FOR THE ENTIRE PACKET UNLESS OTHERWISE SPECIFIED IN THE DEPARTMENT CONCERNS SECTION. FOR EFFECTIVE TRACKING THERE IS NO NEED TO SIGN ADDITIONAL AND/OR REDUNDANT DOCUMENTS.

Revised October 24, 2022

Date: 5-28-24

DEPARTMENTAL APPROVAL ROUTING FORM

DEPARTMENTS	ROUTE SEQ	ACTION CODE	DATE		INITIALS	
			In	Out	Concur	Non Concur
LCPC						
INSPECTIONS ZONING DEPARTMENT						
GIS						
FIRE DEPARTMENT						
POLICE DEPARTMENT	2	s	05/30/24	05/30/24	TEH	
YES ☐ NO ☐ security required						
CITY CLERK						
BUSINESS LICENSE OFFICE	1	x	5-28-24	5-28-24		

ACTION CODES			
X -	ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET	I -	INFORMATION
A -	APPROPRIATE ACTION	D -	DECISION
G -	GUIDANCE	C -	COMMENT
S -	SIGNATURE	R -	RECOMMENDATION

Subj: Applicant Name	TNT Fireworks
Subj: Event Name	David Midgorden
Subj: Event Date	June 17 - 23, 2024

EVENT OR VENUE COMMENTS:

Please conduct a background check for a transient merchant license.

FOR BUSINESS LICENSE USE ONLY

Yes ☐ No ☑	Is there an election, voter registration, special event, or other City and/or County related event occurring during date of the above event?		
EVENT NAME:			
Yes ☑ No ☐	Requires Mayor & Council Approval	6-6-24	Council Meeting Date:
SIGNATURE:			Last Action Date:

DEPARTMENTS PLEASE INDICATE CONCERNS BELOW:

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Revised October 24, 2022

MAYOR
Karl Riles

CITY MANAGER
Kenneth K. Howard

CITY CLERK

CITY ATTORNEY
Linnie L. Darden, III

Police Department

HINESVILLE
GEORGIA

Tracey E. Howard, Chief of Police

MAYOR PRO TEM
Vicky C. Nelson

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

FROM THE HINESVILLE POLICE DEPARTMENT

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

Name of applicant
Midgorden, David William

_X_ No record on file
_____ Record on file acceptable
_____ Record on file, summary attached
_____ Not acceptable

Name of applicant

_____ No record on file
_____ Record on file acceptable
_____ Record on file, summary attached
_____ Not acceptable

Name of applicant

_____ No record on file
_____ Record on file acceptable
_____ Record on file, summary attached
_____ Not acceptable

Name of applicant

_____ No record on file
_____ Record on file acceptable
_____ Record on file, summary attached
_____ Not acceptable

Name of applicant

_____ No record on file
_____ Record on file acceptable
_____ Record on file, summary attached
_____ Not acceptable

Signature

05/30/24

"Home for a Day or a Lifetime"

123 East M.L. King Jr. Drive, Hinesville, GA 31313 (912) 368-8211
www.cityofhinesville.org

SUMMARY SHEET FOR TRANSIENT MERCHANT LICENSE APPLICATION

YEAR OF LICENSE	2024
NAME OF APPLICANT(S)	David Midgorden
NAME OF BUSINESS	TNT Fireworks
ADDRESS OF BUSINESS	751 W Oglethorpe Hwy Hinesville, GA 31313
APPROVED BY HPD	YES 05/30/2024
APPROVED BY ZONING	YES 05/28/2024
APPROVED BY INSPECTIONS DEPARTMENT	YES 05/29/2024
APPROVED BY HFD	YES 05/29/2024
TYPE OF LICENSE	Transient Merchant License

City Council ( ) Approved ( ) Disapproved by _____ Date 06-06-2024

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Public Comment

Prepared by: Rodonia Armstrong

Presented by: Mayor Karl A. Riles

PURPOSE: To Allow Citizens To Address the Mayor And Council.

BACKGROUND: N/A

FUNDING: N/A

RECOMMENDATION:

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION:

10.1.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Mayor Riles' Report

Prepared by: Christy Deloach

Presented by: Mayor Karl A. Riles

ACTION ITEMS:

INFORMATIONAL ITEMS:

11.1.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Councilmember Reid's Report

Prepared by: Darlene Parker

Presented by: Diana Reid

ACTION ITEMS:

INFORMATIONAL ITEMS:

12.1.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Councilmember Floyd's Report

Prepared by: Rodonia Armstrong

Presented by: Jason Floyd

ACTION ITEMS:

INFORMATIONAL ITEMS:

City of Hinesville, Georgia, Council Meeting

Date: June 6, 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

14.1.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Councilmember Newby's Report

Prepared by: Kimberly St. Onge

Presented by: Dexter Newby

ACTION ITEMS:

INFORMATIONAL ITEMS:

15.1.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: Councilmember Ortiz, Jr's Report

Prepared by: Jean Marie Reynolds

Presented by: José Ortiz

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

16.1.

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: City Manager Howard's Report

Prepared by: Christy Deloach

Presented by: Kenneth Howard

ACTION ITEMS:

INFORMATIONAL ITEMS:

City of Hinesville, Georgia, Council Meeting

Date: June 6, 2024

Agenda Item: First Annual Skateboard Contest Concept

Prepared by: Kendra Ivy

Presented by: Ryan Arnold

PURPOSE: To present for Mayor and Council Consideration, a concept of the first annual skateboard contest at Krebs Park.

BACKGROUND: Capt. Quinten James Craft of Casual Skateshop will be hosting the first annual skateboard competition at Krebs Park to bolster community ties. This contest will have beginner, intermediate, advanced, best trick, and mini-ramp jam categories. The expected event date is June 22, 2024.

FUNDING: N/A

RECOMMENDATION: Informational

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION: None