

MAYOR
Karl A. Riles

CITY MANAGER
Kenneth K. Howard

CITY CLERK
Estella L. Roberson

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
July 3, 2025
Council Chamber**

- 1. INVOCATION**
Richard Hayes, Chaplain of the Hinesville Fire Department and Pastor of New Day Community Church.
- 2. MINUTES**
To approve the minutes from the June 5, 2025, Council Meeting.
- 3. PRESENTATIONS**
 - 3.1. ANIMAL CONTROL: INCIDENT FINDINGS**
To Present for Mayor and Council Consideration, Animal Control Incident Findings.
Informational Item
 - 3.2. HOME-BASED BARBER AND BEAUTY SHOP PETITION**
To Present for Mayor and Council Consideration, Home-Based Barber and Beauty Shop Petition
Informational Item
 - 3.3. HOME ARP GRANT AWARD**
To Present for Mayor and Council Consideration, Home-ARP Supportive Services Grant Award Announcement.
Informational Item
- 4. UNFINISHED BUSINESS**
 - 4.1. MUNICIPAL COURT JUDGE CONTRACT**
To present to the Mayor and Council for Consideration, to approve the Municipal Court Judge Contract.
Action Item
- 5. PLANNING AND ZONING**
 - 5.1. THE JOINT LIBERTY COMPREHENSIVE PLAN UPDATE**
To Present for Mayor and Council Consideration, an Update on The Joint Liberty County Comprehensive.
Informational Item
 - 5.2. WESTVIEW VILLAGE SIDEWALK WAIVER**

"Home for a Day or a Lifetime"

To Present for Mayor and Council Consideration, a request by Josh Wheeler to Waive the Requirement to Install Sidewalks in Westview Village on Crystal Lake Drive. (District #4)

Action Item

5.3. HERITAGE POINTE TOWNHOMES PH. 1B

To Present for Mayor and Council Consideration, Request by Liberty Properties and Holdings, Co., LLC (Dryden) for Final Plat Approval and Acceptance of Dedications for a 65-lot Subdivision for Townhomes on Flemington Village Blvd. (District #2)

Action Item

6. PUBLIC HEARING

6.1. REZONING PETITION 2025-25-H

****THIS RECOMMENDATION WILL BE POSTPONED UNTIL THE AUGUST 7, 2025, CITY OF HINESVILLE COUNCIL MEETING.***

To Present for Mayor and Council Consideration, a Petition to rezone 5.80 Acres of Land, More or Less, from MFR (Multi-family Residential) to C-3 (Highway Commercial) off of Flowers Drive and West Oglethorpe Highway, Further Described as LCTM-Parcel 059A193. (District #5)

Informational Item

7. NEW BUSINESS

7.1. RESOLUTION #2025-07 2025 ANNUAL ACTION PLAN

To Present for Mayor and Council Consideration, Resolution #2025-07 2025 Annual Action Plan.

Action Item

7.2. ESG SURPLUS LIST

To Present for Mayor and Council Consideration, ESG Surplus List.

Action Item

7.3. COASTAL REGIONAL COMMISSION AGING SERVICES ADVISORY COUNCIL

To Present for Mayor and Council Consideration, Appointment to the Coastal Regional Commission Aging Services Advisory Council. This Appointment is made by Mayor and Council (Curles Butler).

Action Item

7.4. HISTORIC PRESERVATION COMMISSION COMMITTEE

To Present for Mayor and Council Consideration, Historic Preservation Commission Appointments for the Mayor and District 1. These appointments expired on May 30, 2025.

Action Item

7.5. LIVE OAK PUBLIC LIBRARY BOARD

To Present for Mayor and Council Consideration, Appointments to the Live Oak Public Library Board. These Appointments are made by Mayor and Council (Aminata T. Morris) and (Krystal Britton-Hart), which are to expire on June 30, 2025.

Action Item

"Home for a Day or a Lifetime"

7.6. COURT STREET & BAGLEY AVE SEWER REPLACEMENT

To Present for Mayor and Council Consideration, Bids for the Court Street and Bagley Ave. Sewer Replacement.

Action Item

7.7. FAILING DRAINAGE INFRASTRUCTURE REPLACEMENT PROJECT

To Present for Mayor and Council Consideration, Bids for Failing Drainage Infrastructure Pipe Replacement.

Action Item

7.8. ANIMAL CONTROL SERVICES INTERGOVERNMENTAL AGREEMENT

To Present for Mayor and Council Consideration, Animal Control Services Intergovernmental Agreement.

Informational Item

8. BUSINESS LICENSE

8.1. PEDDLER'S LICENSE REQUEST

To Present for Mayor and Council Consideration, Daeontae Smith of Legacy Home Improvement has Requested a 2025 Peddler's License to Go Door to Door to Solicit Replacement Windows and Doors.

Action Item

8.2. PEDDLER'S LICENSE REQUEST

To Present for Mayor and Council Consideration, Emory Ontko of Southwestern Advantage has Requested a 2025 Peddler's License to Go Door to Door to Solicit Education Books and Apps.

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

"Home for a Day or a Lifetime"

- 15.1. COUNCILMEMBER ORTIZ, JR'S REPORT**
- 16. CITY MANAGER KENNETH HOWARD**
 - 16.1. CITY MANAGER HOWARD'S REPORT**
- 17. EXECUTIVE SESSION**
 - 17.1. EXECUTIVE SESSION**
 - To hold an Executive Session to discuss Real Estate and Personnel matters.
 - Informational Item*
- 18. ADJOURN**

"Home for a Day or a Lifetime"



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Animal Control: Incident Findings
Prepared by: Christy Deloach
Presented by: Luke Moses

PURPOSE: To Present for Mayor and Council Consideration, Animal Control Incident Findings.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

1. Memorandum regarding Vicious Dogs (07.01.2025)

PREVIOUS COUNCIL DISCUSSION:

MEMORANDUM

To: Mayor and City Council

From: Luke R. Moses, Assistant City Attorney and Solicitor of Hinesville Municipal Court

Date: July 1, 2025

Subject: Investigation into Code of Ordinances violations governing animals and recommendations in connection therewith.

I. Background:

This memorandum arises from a series of complaints regarding code violations related to dogs residing at 1113 Cornett Court. Over the course of several months, multiple complaints were made to different governmental agencies within the City of Hinesville (the “City”) regarding two dogs and several puppies living at 1113 Cornett Court and owned by the Murray family.

1. The City’s involvement with complaints regarding the Murrays’ dogs began on or about August 26, 2024, after a Pitbull belonging to Corean Pearson-Murray allegedly bit Ajani Miller, a child residing at 1107 Cornett Court. During the incident, it appears that Ajani was either standing on or immediately adjacent to the property located at 1113 Cornett Court. In its incident report regarding the incident, the Hinesville Police Department (HPD) noted that Ms. Pearson-Murray stated that she tethers the dog outside every morning and that the dog “must have gotten loose somehow and bit Ajani.” Ms. Pearson-Murray was cited for violation of City Ordinance 4-6 (Vicious Animal) in connection with this incident. On October 2, 2024, Ms. Pearson-Miller, alongside her husband Kelvin Murray, appeared in the Hinesville Municipal Court and pleaded No Contest to the Vicious Animal citation and the dog was adjudicated as a vicious animal. During this proceeding, the Court did not order the Pitbull to be euthanized, but stated that euthanasia may be ordered in the future if the dog were to be involved in another incident. On or about October 3, 2024 (after the court date), Jane Miller (mother of Ajani) submitted photographs of Ajani’s injuries to HPD.
2. On October 10, 2024, a complaint was submitted to the Hinesville Inspections Department (the “Inspections Department”) about a dog tethered at 1113 Cornett Court and a subsequent investigation by Code Enforcement Officer Daniel St. Onge concluded that the tether would allow the dog to be kept on the public right-of-way and not entirely on private property. On October 13, 2024, Officer St. Onge served Ms. Pearson-Miller with a first violation notice. Subsequent investigation by Officer St. Onge determined that the tether did not extend into the public right-of-way and the case was closed without issuing further violations.
3. On February 9, 2025, Ms. Miller made a complaint to HPD after capturing a video showing the Murrays’ Pitbull roaming outside the entrance to Ms. Miller’s home in the middle of night. Ms. Miller subsequently made a complaint on February 19, 2025, to the Inspections Department regarding the same incident. In her complaint to the Inspections Department, Ms. Miller also noted that she had observed two adult dogs and 12 puppies at the Murray residence.

Officer St. Onge delivered a first and final notice of a violation of City Ordinance 4-36 (Leashing Ordinance) to Mr. Kelvin Murray, a resident of 1113 Cornett Court and stated that any subsequent violation would result in a court summons. After this incident, it appears that the Murrays euthanized their Pitbull.

4. On March 11, 2025, Ms. Miller made a complaint to the Inspections Department regarding unconfined dogs located at 1113 Cornett Court, which allegedly included one adult dog and nine puppies. The next day, Officer St. Onge issued a first violation notice to Mr. Murray for violation of City Ordinance 4-36 (Leashing Ordinance) and City Ordinance 4-5(e) (More than 5 Animals Ordinance). A Rule Nisi was also issued by the Inspections Department, which required Mr. Murray to appear in Municipal Court for the aforementioned violations on April 30, 2025. On April 24, 2025, Officer St. Onge requested that this case be dismissed.
5. On April 15, 2025, Kevin Martinez, a resident of 1211 Langston Avenue, made a complaint to HPD after a Rottweiler belonging to Mr. Murray apparently attacked Mr. Martinez's Bichon Frise while Mr. Martinez was walking said dog a public street. Mr. Murray's Rottweiler was untethered, unleashed, and on public property when this incident occurred. In connection with this incident Mr. Murray was cited with violating City Ordinance 4-6 (Vicious Animal) and City Ordinance 4-36 (Leashing Ordinance). He was ordered to appear in Municipal Court on April 30, 2025, the same date that he was ordered to appear in Court in connection with the violations listed in the previous paragraph arising out of the March 11, 2025 complaint.

Mr. Martinez appeared in Municipal Court on April 30, 2025, but Mr. Murray did not. The case was continued to June 4, 2025. Mr. Martinez was not present at the June 4 court date, but Mr. Murray was present. The Court proceeded with hearing the case on June 4, 2025, despite Mr. Martinez's absence. At that hearing, Animal Control represented to the Court that Mr. Martinez did not wish for the charges to be prosecuted and the Court subsequently found Mr. Murray guilty of the Leashing Ordinance violation, but dismissed the Vicious Animal violation.

6. On April 30, 2025, a complaint was made to the Inspections Department regarding an improperly tethered dog at 1113 Cornett Court. Officer St. Onge inspected the property, but did not see any dogs on the exterior of the property. No violations were issued as a result of this complaint.

Investigation:

Throughout the time period outlined in the previous section of this memorandum, Ms. Miller has made numerous complaints to various departments within the City about the Murrays' dogs, including at City Council meetings and to the City Manager's office. Ms. Miller has also apparently published numerous social media posts regarding the Murrays' dogs. Mr. Martinez and his wife have also complained that the Court's ruling on June 4, 2025, did not accurately reflect their wishes.

In response to the numerous complaints and incidents regarding the Murrays' dogs, City Manager Kenneth Howard and I conducted an investigation over a period of two weeks last month. During that investigation, we met with Ms. Miller, Mr. Murray, Ms. Pearson-Murray, Councilman Jose Ortiz, Director George Smith of the Inspections Department, numerous animal control officers, Mr. Martinez, and the Mayor. In those meetings, we identified several areas of concern, as follows:

1. **March 11, 2025, City Ordinance 4-36 (Leashing Ordinance) and City Ordinance 4-5(e) (More than 5 Animals Ordinance) Incident.**

Following this incident, Officer St. Onge issued a Rule Nisi requiring Mr. Murray to appear in Court on April 30, 2025. On April 23, 2025, Director Smith and the City Manager met to discuss this incident. Typically, the protocol of the Inspections Department would be to issue three notices for compliance before issuing a Rule Nisi. That protocol was not followed in this case and the Rule Nisi was issued after the first violation. Director Smith stated that reason for breaking from protocol in this instance was that there had been a previous report of a vicious dog associated with the same property, so he thought that it was unnecessary to give the number of notices that protocol dictates. However, after having this discussion with City Manager Howard, Inspector Smith unilaterally made the decision to have his department rescind the Rule Nisi and dismiss the case.

After discussing the rescission of the Rule Nisi with Mr. Murray, it became apparent to me that Mr. Murray believed both of the cases set for April 30, 2025, had been dismissed after the rescission, which is why Mr. Murray failed to appear in Court for his other case on April 30, 2025. As a result of this, the Court appearance in connection with the April 15, 2025, vicious dog complaint had to be rescheduled.

2. **April 15, 2025, City Ordinance 4-6 (Vicious Dog) and City Ordinance 4-36 (Leashing Ordinance) Incident.**

Because the April 30, 2025, court date was continued to June 4, 2025, in this case, Mr. Martinez (the complainant) was not present at the June 4, 2025, court date. During our meeting with Mr. Martinez, we learned that he was out of town on June 4, 2025, and that he had apparently been told by the Municipal Court that the court date would be continued again to a date when he could be present. This did not happen. The Court could have continued the case, but chose not to, apparently because Animal Control testified that Mr. Martinez did not want to pursue the charges.

Mr. Martinez is adamant that Animal Control's testimony did not reflect his feelings or his wishes.

3. **Social Media Posts and Communications Between the Miller/Murray Families.**

During our meeting with Mr. Murray and Ms. Pearson-Murray, they expressed a desire to be good neighbors and good dog owners. They also provided us with numerous social media posts and text messages that they found concerning and expressed concern that some

of the problems arising from the incidents with the dogs might be causing incidents between the Miller and Murray children.

4. **Ambiguity in the Code of Ordinances.**

During our investigation, we identified ambiguity in the Code of Ordinances, specifically as it relates to the required distance for tethering from public rights-of-way, the required length of tethers, and the ability to designate an animal as a dangerous or vicious animal when a dangerous or vicious incident with an animal occurs on private property owned by the owner of the animal.

Recommendations/Points of Consideration:

During our investigation, we attempted to ascertain the facts surrounding the aforementioned incidents and to formulate recommendations or points of consideration. Based on the foregoing facts, we recommend that the Mayor and City Council consider the following recommendations:

1. All Rule Nisi issued from the Inspections Department should be approved by the City Manager before being transmitted to the Municipal Court.
2. No Rule Nisi should be issued unless proper protocol has been followed.
3. If a Defendant has two or more cases pending before Municipal Court and scheduled to be heard on the same day and one of them is rescheduled or dismissed, the Municipal Court should make it clear to the Defendant that the other case is still pending and will still be heard on the same day.
4. When there is a victim or victim's (i.e., dog's) owner involved in a case, that victim or victim's owner should be given an opportunity to testify in Court. Because hearsay testimony is inherently less reliable than firsthand testimony, we should encourage the Court to continue to make accommodations for all parties and witnesses to give firsthand testimony regarding the factual circumstances of cases.
5. When a dog is adjudicated as dangerous or vicious by the Municipal Court, the Inspections Department and Animal Control should be notified by the Court and given specific instructions as to how the animal (i.e. dog) should be contained.

Sec. 4-78. - Requirements for possession of dangerous or potentially dangerous dog.

- (a) Any owner of a dangerous or potentially dangerous dog shall be jointly and severally responsible with all other owners of such dog for compliance with the requirements of this section.

- (b) No person shall own, possess, keep, harbor, or have custody or control of a dangerous dog or potentially dangerous dog except in compliance with all of the following requirements:
 - (1) A dangerous dog or potentially dangerous dog shall not be permitted to remain in the county unless it is properly registered as provided in this chapter;
 - (2) Except under the circumstances otherwise specifically permitted by this division, a dangerous dog or potentially dangerous dog shall at all times be maintained inside a proper enclosure;

Proper enclosure means an enclosure that meets all of the following criteria:

- (1) A structure that is suitable to prevent the entry of young children and to prevent the dog from escaping;
 - (2) A structure with secure sides and a secure top or secure sides which are of sufficient height to prevent the dog from escaping over the sides;
 - (3) A structure whose sides are so constructed at the bottom so as to prevent the dog's escape by digging under the sides; and
 - (4) A structure that provides appropriate protection from the elements for the dog.
- 6. Mayor and Council should consider updating our animal ordinances to include more specific requirements about the required distance of constrained animals from rights-of-ways, the required lengths of tethers, and the ability to designate animals as dangerous or vicious when they are located on private property owned by the owner of the animal in question when the animal is involved in a vicious attack.



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Home-Based Barber and Beauty Shop Petition
Prepared by: Christy Deloach
Presented by: Kenneth Howard

PURPOSE: To Present for Mayor and Council Consideration, Home-Based Barber and Beauty Shop Petition.

BACKGROUND:

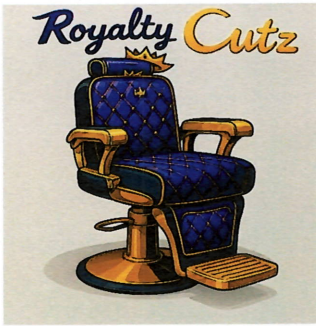
FUNDING:

RECOMMENDATION:

ATTACHMENTS:

1. Home Based Barber & Beauty Shop Petition
2. Sanders
3. Ordinance_Brunswick
4. Ordinance_Savannah

PREVIOUS COUNCIL DISCUSSION:



We, licensed barbers and cosmetologists in Hinesville, are seeking a change to the city's current ordinance that prohibits home-based businesses. Georgia state law permits licensed professionals to operate from home as long as health and safety standards are met. However, the local ordinance restricts us from fully using our hard-earned licenses.

HELP US BY ENABLING THE POWER OF THE PEOPLE AND SIGNING THIS PETITION.



PETITION TO AMEND HINESVILLE ORDINANCE RESTRICTING HOME-BASED BARBER & BEAUTY SHOPS

Support Licensed Professionals. Promote Local Entrepreneurship.

TO: City of Hinesville Mayor and Council

FROM: Licensed Professionals & Supporters

RE: Allow Licensed Barbers & Cosmetologists to Legally Operate from Home in Accordance with Georgia State Law

THE ISSUE

Barbers and cosmetologists invest in schooling and licensure with the intent to use their skills legally and fully. Georgia law allows licensed barbers and cosmetologists to operate home-based shops (O.C.G.A. § 43-10-18), as long as strict safety and sanitation requirements are met. However, Hinesville city ordinances currently prohibit such businesses, blocking professionals from working legally in their own homes--limiting income, access to services, and community growth.

WHAT WE'RE ASKING

1. Amend the current ordinance to allow home-based barber/beauty shops licensed under Georgia state law.
2. Create clear guidelines to ensure all health and safety standards are met.
3. Support local professionals and small business owners with fair, inclusive policies.

WHY IT MATTERS

- Promotes entrepreneurship in underserved communities
- Increases access to affordable grooming services
- Aligns local laws with state guidelines
- Strengthens the local economy and small business community

SUPPORT THIS CHANGE

By signing below, I support changing the City of Hinesville's ordinance to allow licensed professionals to operate home-based barber and beauty businesses in compliance with Georgia law.

REFERENCES:

- Georgia Law: <https://law.justia.com/codes/georgia/title-43/chapter-10/section-43-10-18/>
- Georgia State Board Rules: <https://rules.sos.state.ga.us/gac/240-4>
- Hinesville UDO: <https://thelcpc.org/wp-content/uploads/2024/01/UDO-Effective-2024-01-16-3.pdf>

Support Licensed Professionals. Promote Local Entrepreneurship.

[illegible]

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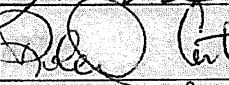
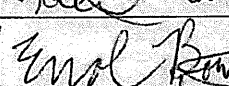
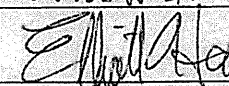
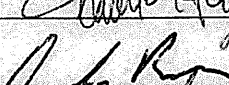
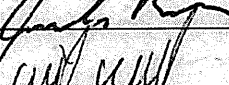
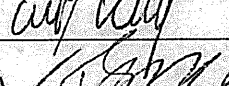
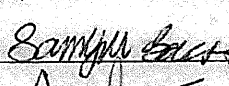
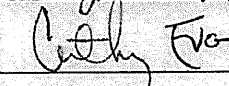
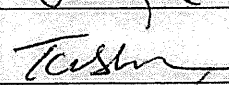
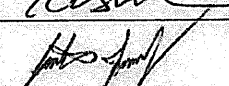
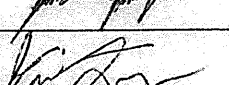
By signing below, I support changing the City of Hinesville's ordinance to allow licensed professionals to operate home-based barber and beauty businesses in compliance with Georgia law.

REFERENCES:

- Georgia Law: <https://law.justia.com/codes/georgia/title-43/chapter-10/section-43-10-18/>
- Georgia State Board Rules: <https://rules.sos.state.ga.us/gac/240-4>
- Hinesville UDO: <https://thelcpc.org/wp-content/uploads/2024/01/UDO-Effective-2024-01-16-3.pdf>

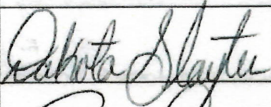
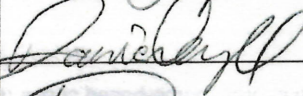
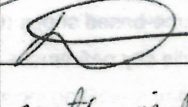
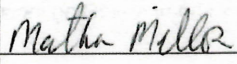
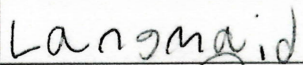
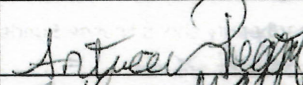
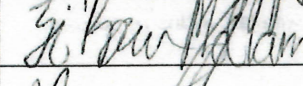
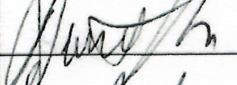
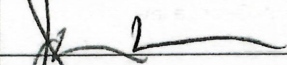
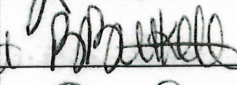
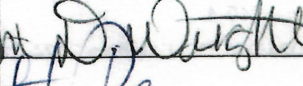
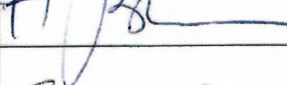
**PETITION TO AMEND HINESVILLE ORDINANCE RESTRICTING HOME-BASED BARBER &
BEAUTY SHOPS**

Support Licensed Professionals. Promote Local Entrepreneurship.

Name (Print)	Signature	Address (City/Zip)	Phone or Email
TITO MATAKAM		730 weeping willow dr.	912 977-0081
Tomasha Batten	J.M. Batten	730 Weeping Willow Hinesville, GA	912-8773414
My Bouhlec		730 weeping willow Hinesville GA	403006372
Robert Carter		730 weeping willow Hinesville GA	912-424-2187
Errol Boutwell		730 weeping willow #108	912 271-6262
D'TUAN NUNU		90400DE AVE Hinesville GA 31313	(77) 438-1524
Rakin Grant		1134 Kelly Dr. Hinesville, GA	(717) 680-2410
Alecia Futch	Alecia Futch	730 weeping willow Hinesville, GA 31313	912-321-1732
Thomas Walthour	Thomas Walthour II	730 weeping willow	912-532-2656
Elliott Hages		730 weeping willow	912 347 4237
Judeal Robinson		730 weeping willow	(912) 698 1734
Carol Crum		3411 Dewey Ave	402-306-9258
Terran Tigner		112 Beckley St	912-768-3200
Samya Scott		1344 Prince Pinkney	912-632-1162
Ashley Evans		939 Pineland 1207	912 596 7090
Tashika Morris			912-689-2947
Jonathan Ifurung		4736 Dmire Dr.	813-453-3829
Jalyn Freeman		620 Slade St	404 746 1444
Sabino Alcar		1113 Kelly Dr	813-263-6055

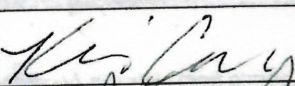
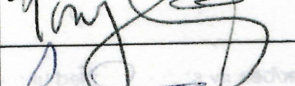
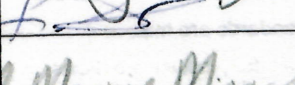
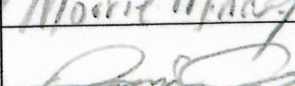
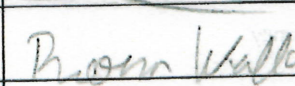
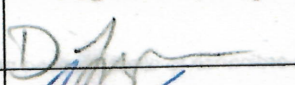
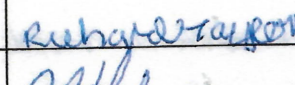
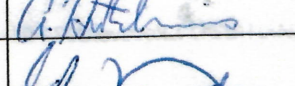
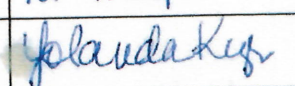
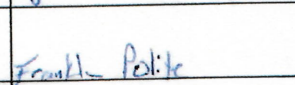
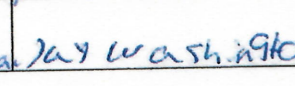
PETITION TO AMEND HINESVILLE ORDINANCE RESTRICTING HOME-BASED BARBER & BEAUTY SHOPS

Support Licensed Professionals. Promote Local Entrepreneurship.

Name (Print)	Signature	Address (City/Zip)	Phone or Email
Dakota Clayton		302 Liberty Ave. Core Hinesville, GA 31313	ddclayton16@gmail.com
Damian Campbell		1875 [unclear] [unclear]	912-256-0537
Rodney Kelly			678-907-5403
Martha Miller		05819	
Seann		05819	
Antwain Peggles		31313	912-560-1646
Z'Ron Mallam		31313	912-38-1962
Alioune Mbohy		Hinesville 31313	4438520070
Siannarah Carmichael		31313	912-610-2820
El Sh		31314	54081942
Kodric Williams		31313	912-536-9481
Suben Collins		31313	404/548/6149
Brandi Burkett		310856	843-305-9762
Damian Wright		310856	912-403-9776
Hanna Braunt		31313	330553 8222
Reggie		31313	862-888-7002
Marcus Wilcox		31313	912-655-3321
Terrence Johnson		31313	912-518-2333
Al-Quadir-Tynes		31313	808-852-0129

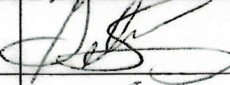
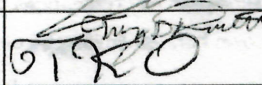
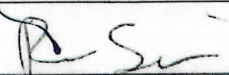
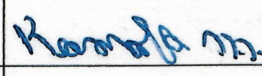
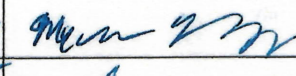
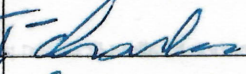
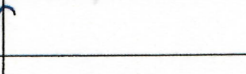
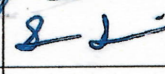
PETITION TO AMEND HINESVILLE ORDINANCE RESTRICTING HOME-BASED BARBER & BEAUTY SHOPS

Support Licensed Professionals. Promote Local Entrepreneurship.

Name (Print)	Signature	Address (City/Zip)	Phone or Email
Khar. Collins		913 EG m. 165 Hinesville GA	912-432-8526 Kun@rad12@yahoo.com
Randy Kennel		912-370-0943 Ludlow	
Danae Smothers		413 DeWitt Dr	912 704-6804
Philindia Boss		472 Ruben Wells Rd LAHI 31313	912-449-5278
Tony Irving		815 Mandarin Dr 31313	912 837 0997
Lloyd Stears		805 Say St	912-977-0281
Maurie Mincy		85 Sayre Rd	712 678 5650
Diana Gentry		197 Iron Horse Trce	912-256-0537
Brian Hargrove		4413 E. HWY	912 254 1682
Ramon Walker		125 brandenburg Ludowici GA	(912) 271-7101
Deonte Lumpkin		593 Fairview Cir Hinesville GA 31303	912-996-9051
CARLOS TROTTER		1100 PINELAND AVE HINESVILLE, GA 31313	912 321-6272
Richard Taylor		Hinesville	445 231 6136
Andre' Hutchins		801 Grove Pl Hinesville Ga 31313	786-694-3335
Iida Varnedee		5510 W. 4th Hwy 84 Hinesville GA 31313	912-977-3439
Rashaund Phelps		22 E Dubois St Pembroke GA 31321	912-391-9137
Yolanda Kyr		409 Christopher Hinesville GA	912 980 4313
Franklin Polite		187 Cross Creek Dr. M. Dwy	912 432-3739
Jay Washington			

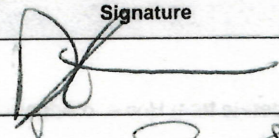
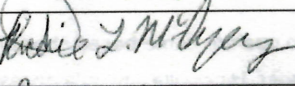
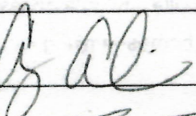
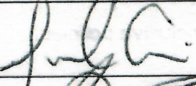
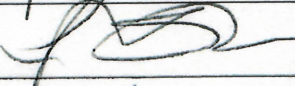
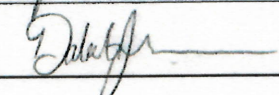
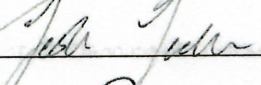
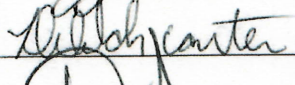
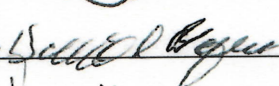
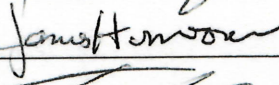
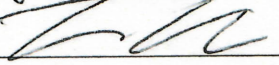
**PETITION TO AMEND HINESVILLE ORDINANCE RESTRICTING HOME-BASED BARBER &
BEAUTY SHOPS**

Support Licensed Professionals. Promote Local Entrepreneurship.

Name (Print)	Signature	Address (City/Zip)	Phone or Email
Andrew Monsegue		384 Grayson Ave Hinesville, GA 31313	786-626-0631
Gordell Williams		1211 Perdue Ave Hinesville, GA	912-255-0947
L. Carter		NOT AVAILABLE	NOT AVAILABLE
J. Tucker		3509 Canal Dr 12 Allenhurst, GA	912-318-5037
Robert Smith		345 Carlyene Dr Midway, GA	706-616-5444
Jeremiah Rucker		3604 Carnival Dr Allenhurst, GA	912-318-7188
Ronali Martin		140 Freedom Ct	912-255-1678
Chris Reed		1928 Talmadge Rd Allenhurst, GA 31301	912-321-8094
Dwain Stodder		1001 1/2 E or Hinson	912-585-7178
Melvin Perry		1461 Sandy	912-482-6189
Charles Scott		208 Whitetail Civ. Hinesville, GA	912-492-8457
Angela Brown		1308 E. Lehigh Dr Hinesville, GA 31313	912-383-9094
Corinthians Brown		1144 South Main Hinesville, GA	912-332-3464
Alphonse Gamble		1st White Oak Ct Floresville	21phonsegamble5@gmail.com
Allen Dorer		1126 West Orange Hwy	912-678-5635
Zachary Atkinson			
Kaman Parks			
Seville Shedrick		724 Robin hood Dr Hinesville, GA 31313	912-332-3827
Frank Monsegue		1303 Veterans Pkwy Apt 219	940-223-1908

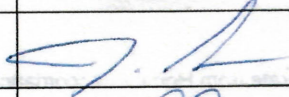
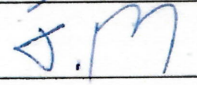
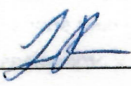
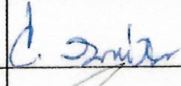
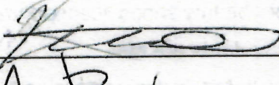
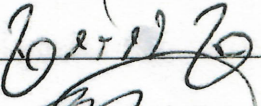
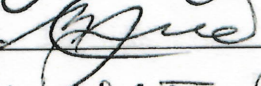
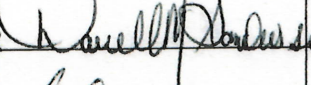
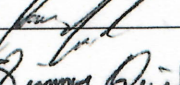
**PETITION TO AMEND HINESVILLE ORDINANCE RESTRICTING HOME-BASED BARBER &
BEAUTY SHOPS**

Support Licensed Professionals. Promote Local Entrepreneurship.

Name (Print)	Signature	Address (City/Zip)	Phone or Email
Danell Gray		104 Ashville Savannah	barbedee.74 al@gmail.com cambraya@yahoo.com
Jasmine Brooks			
Rickie L. McGregory		165 McComber Drive Allenhurst GA 31301	(912) 492-4286 rickmcgregory@yahoo.com
Corey Alvin		210 Ash Blvd, Hinesville GA, 31313	(912) 980-4892 coreyalvin50@gmail.com
Mason Crissinger		600 Taylor Rd Hinesville, GA 31313	(912) 391-7303
Bria Crawford		414 Woodcliff Dr Savannah, GA 31406	berawford04@gmail.com
Jamal Giesler		978 Yale Ct. Hinesville, GA 31313	jdubgier92@yahoo.com
Josh Smith			(912) 542-2272
Dakota Miller		34 Wildcat Ave, Fort Stewart, GA 31315	912-255-8620
Demetri Richards		1303 Veterans PKWY Hinesville GA, 31313	251-362-8195
Micah, Williams		Fort Stewart	(910) 247-1213
Frank Johnson		Hinesville, 31313	
Justin Jackson		Savannah, GA	(706) 871-3548
Marques Quick		Hinesville GA 31313	910 461 6027
Delilah Carter		Hinesville GA 31313	912-570-7069
Donisha Smith		Hinesville, GA	912 318 3741
Nakia Ray		Hinesville GA	912-461-2724
James H Moore		Hinesville GA	912-266 1190
Ferrius Hill		Hinesville 31310	912 507 0319

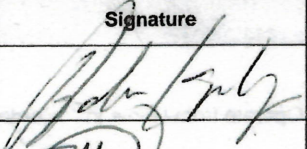
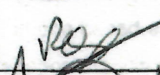
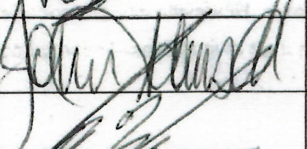
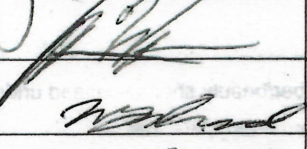
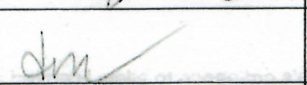
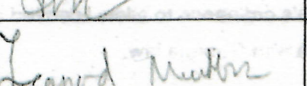
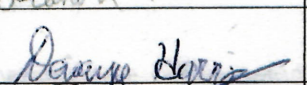
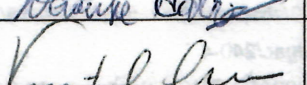
**PETITION TO AMEND HINESVILLE ORDINANCE RESTRICTING HOME-BASED BARBER &
BEAUTY SHOPS**

Support Licensed Professionals. Promote Local Entrepreneurship.

Name (Print)	Signature	Address (City/Zip)	Phone or Email
James Sullivan		1443 Harrier Hollow	912/3815718
Tranese M. M. M. M.		367 East Martin St	912/429, 3310
Corey Robinson		22 Laurel Bay Dr	334-440-5727
Malachi Polite	M P	231 Whitestar	912/4027891
Calvin Smith		236 D Rd	912-432-8680
PAUL		HINES	9124995278
Amir Baker	A Baker	Hinesville	912-837-9896
Jerel Smith		Hinesville 31313	(912) 228-9672
Miguel Garcia		Hinesville 31313 Hinesville Ga	931 218 1008
Jillie Taylor	Jillie Taylor	1405 Legacy Ln	912-2552119
Harold D. L.	Harold Lawson	31 Carriage Way	704 349 2128
Markus Sandoz		1555 Dunbar Rd	912-8201007
Louis Brown		12 Cypress Lane	240 490 0345
Ronnie Gibson		155 Mancey Garrison	912 631-9739
Darrell M. Sanders Sr		871 Dunlevie Rd	912 759-4787
Christopher Davis		820 Kline Lane	912-532-2746
Maurice Motley		271 N. Top Trail	912-432-2816
Jimmy Quicksey	Jimmy Quicksey	143 Sabreana Circle	912 977-2847
Anthony Salazar		8460 Bridge Rd Rd	913-4601139

**PETITION TO AMEND HINESVILLE ORDINANCE RESTRICTING HOME-BASED BARBER &
BEAUTY SHOPS**

Support Licensed Professionals. Promote Local Entrepreneurship.

Name (Print)	Signature	Address (City/Zip)	Phone or Email
Adrian GONZALEZ			424 567 9201
Jesse Mendoza			561 729 2276
Rogin Contreras			912 492 1509
John Adams			912 321 5040
Shawn Williams			
Wynnton WARD			414-236- 0827
Kevin			912 334 4664
Cristian Delgado			407-360-6169
SI Roberts			912-532-2648
Chris Prince			912-340-8722
Jaidon Moody			912-432-2896
Leonard Meekins			912-402-7673
Dewayne Harris		31313	334-327-2507
Vincent Thomas		1345 Lobolly Drive	912-391-9440



Sec. 23-3-16. - Home occupations.

(a) *Overview.*

- (1) The standards of this article dealing with home occupations are designed to protect and maintain the residential character of a neighborhood while permitting certain limited commercial activities to be carried out in a home.
- (2) It shall be unlawful for any person to carry on a home occupation in any dwelling in the city unless the person has applied for and received a license to do so in compliance with this article. Application for a home occupation permit shall be made in writing on forms provided by the city. Applications shall be reviewed and approved by the planning, development and codes department.
- (3) It shall be unlawful for the owner of a dwelling to knowingly allow a person to use the dwelling for a home occupation in violation of this article.
- (4) All local and state licenses/permits as well as any necessary licenses/permits from any other agency required for the home occupation must be obtained prior to the business being opened.
- (5) A permit application fee for a new home occupation permit shall be required and is nonrefundable. The permit must be renewed annually to remain in effect.

(b) *Evaluation standards.* A home occupation as defined in section 23-1-4 shall require a written permit and shall be permitted in a single-family dwelling in any residential district provided that the following standards are met:

- (1) The business (home office or home business) may not occupy more than 25% of the heated floor space of the residence and shall only be carried out solely within the residence;
- (2) There shall be no more than one employee associated with the home occupation and no employee other than an owner or tenant of the residence;
- (3) There shall be no sign nor display of any type indicating a business on the premises;
- (4) There shall be no emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or electronic disturbance that can be detected beyond the lot line of the residence where the business is being conducted;
- (5) There shall be no chemical, pharmaceuticals mechanical or electrical equipment or materials on the premises other than that normally found in a domestic residence.
- (6) If a business activity is being permitted in the residence, only one related marked business vehicle is allowed to be parked on the premises or on the street in front of the residence at any time.
- (7) No business activity shall involve the care, breeding or boarding of domestic or other animals of any kind. Taxidermy is an activity that is specifically prohibited.

- (8) No medical practice of any kind is allowed.
- (c) The following home occupations are specifically permitted with limitations or exceptions to the above criteria:
- (1) Tutoring of all types for no more than two pupils at one time.
 - (2) Musician and artist's studio which may have equipment that is not normally found in a residence.
 - (3) A barber or beauty shop consisting of not more than one chair and not more than two customers at any time. At least two hard surface parking spaces shall be required on the premises.
 - (4) Child day care limited to no more than six children and no older than age six at one time and are allowed to occupy up to 50 percent of heated floor space within the residence and for outdoor play activity. The number of children may be increased for limited times of day if approved by the Georgia Department of Early Care and Learning (DECAL). Such home occupation shall first be licensed by the Georgia Department of Early Care and Learning (DECAL).
 - (5) All of the above permitted home occupations may only operate during the hours of 6:00 a.m. and 6:00 p.m. Monday through Saturday, and 12:00 p.m. and 6:00 p.m. on Sundays.
- (d) *Conditions for approval.*
- (1) A proposed home occupation shall require a permit issued by the building department after a written application (on a form provided by the city) review and approval by the planning department after a determination that the conditions stated herein have been met.
 - (2) If the applicant for a permit is not the owner of the residence in which the home occupation is to be located, then written permission from the legal owner of the residence shall be required to be submitted with the application.
 - (3) Home occupation may have to comply with additional and more stringent requirements of county, state or federal governments.
- (e) *Consent to inspection.*
- (1) The signature of the applicant upon the application shall grant the consent by the applicant to an inspection of the home occupation premises by the City of Brunswick.
 - (2) The dwelling in which the home occupation is being conducted shall be open for inspection to city personnel during reasonable hours.
 - (3) Failure by the applicant to allow for the inspection of the premises by the code enforcement officer or position(s) designated by the city manager shall be grounds for refusal to grant the permit or to revoke any current permit.
- (f)

Revocation of a home occupation permit/occupational tax certificate. The planning, development and codes director or designee has the authority to revoke a home occupation permit or modify or amend the conditions of a home occupation permit upon determining that the use as operated or maintained creates one or more of the following conditions:

- (1) A nuisance or other undesirable condition interfering with the public health, safety, or general welfare.
 - (2) A violation of the provisions of this article or any other applicable law or ordinance, or a violation of the conditions imposed upon the home occupation permit.
 - (3) Failure to allow the city to inspect the property during hours of operation.
 - (4) Before revoking a home occupation permit, the city shall give a ten-day written notice to the permit holder addressed or delivered to the premises. The permit holder may appeal the revocation to the city council by filing a written notice of appeal with the city clerk within said ten- day period. The revocation shall be stayed pending the council's decision on the appeal.
- (g) *Penalties.* Any person violating this article and/or operating without an occupational tax certificate shall be subject to a fine not to exceed \$1,000.00 per violation, by imprisonment for a term not to exceed 30 days or a combination of such fine and imprisonment.

(Ord. No. 1081, 9-20-2023)

8.7.11 Home Occupations

The intent of a home occupation use is to permit very limited nonresidential activity within a residential dwelling or any building accessory to the dwelling, provided that such activity does not detract from nor is incompatible with the surrounding residential uses. The following standards shall apply:

a. Permit Required

- i. A Home Occupation Permit shall be required prior to the establishment of a home occupation use. A permit shall be issued in accordance with Sec. 3.13, Home Occupation Permit, only after a determination by the City Manager or his or her designee that the proposed home occupation use complies with this Section.
- ii. A signed, notarized letter of authorization shall be required from the property owner when the applicant is not the owner of the property for which the home occupation use is proposed. Such letter shall be provided at the time of application for a Home Occupation Permit.

b. General Standards

All home occupation uses that comply with the following standards shall be permitted. Some home occupations uses, as specified in Sec. 8.7.11.c. below, have additional standards.

- i. The use of a residential dwelling and any accessory buildings for a home occupation use shall be clearly incidental and subordinate to its use for residential purposes and shall under no circumstances change the residential character of the dwelling or premises.
- ii. If operated inside a residential dwelling, such use shall not have an external entrance serving only such use.
- iii. In Residential zoning districts, only persons residing on the premises shall work onsite. In all other zoning districts, no more than one (1) person not residing on the premises shall be permitted to work onsite.
- iv. If more than one home occupation operates from a residence, clients and non-resident workers shall be limited to only one home occupation
- v. The operation and storage space for such use shall not exceed 25% of the total floor area of the dwelling or 500 square feet, whichever is less. This limitation shall not apply to child/adult day care homes or child/adult care, 24-hour care.
- vi. Sales shall be limited to off-site sales of any product or service, whether produced onsite or off-site.
- vii. In Residential zoning districts, clients and employees shall not be permitted when the home occupation is a group living use residence.
- viii. Clients and employees shall not be permitted to visit or work at any home occupation conducted in an accessory dwelling unit.
- ix. Clients coming to the dwelling to conduct business shall not be permitted except as provided in Sec. 8.7.11.c. below.
- x. Where clients are permitted, clients may patronize the use only between the hours of 8:00 a.m. and 8:00 p.m. unless otherwise specified in Sec. 8.7.11.c. below.
- xi. There shall be no visible evidence of the conduct of such use from the exterior of the dwelling or premises, including the storage or display of equipment, appliances, materials or supplies. However, a Residential Sign in compliance with Sec. 9.9, Signs.
- xii. No equipment or process shall be used that creates external noise, vibration, smoke, dust, odor, heat, glare, fumes or electrical interference detectable at or beyond the property line of the use.
- xiii. Any internal or external alterations inconsistent with the residential use of the dwelling and the premises shall not be permitted.
- xiv. Equipment, materials, supplies and other goods used in such use shall not be picked up from or delivered to the residence by tractor-trailer.
- xv. Where clients and/or employees are permitted, one (1) additional off-street parking space shall be provided. Tandem parking shall be permitted. Where an area is exempt from providing off-street parking in Sec. 9.3, Off-Street Parking and Loading, no additional parking shall be required.

c. Specific Standards

The uses listed below shall comply with the following specific use standards in addition to the standards provided in Sec. 8.7.11.b. above.

i. Child/Adult Day Care Home

1. Such use shall not provide care for more than six (6) individuals, not including the caregiver's own family.
2. Such use shall be operated only between the hours of 6:30 a.m. and 7:00 p.m.
3. In any Residential zoning district, if the use is located on a street classified as Residential or greater as identified in Appendix A-1, the applicant must provide a site plan for approval and include:
 - a. A minimum of 60 foot of off-street stacking shall be required per Table 9.3-9 Vehicle Staking Requirements.
 - b. Adequate vehicle queuing shall be provided on site to prevent the obstruction of travel lanes that are adjacent City streets.
 - c. The site shall be evaluated for feasibility to incorporate a circular driveway with two curb cuts if permitted by the City's Traffic Engineering Manual; and
 - d. The City of Savannah Traffic Engineer shall review the site for adequate traffic circulation and traffic safety.
4. Such use shall not be permitted within 500 feet, as measured in any direction from property line to property line, of the same use.
5. The applicant shall provide a letter from the homeowner's association, where applicable, stating that the use is not prohibited by a Declaration of Covenants.

ii. Child/Adult Care, 24-hour Care Center

1. Such use shall not provide care for more than six (6) individuals, not including the caregiver's own family.
2. Such use shall not be permitted in Residential districts.

iii. Instruction

In Residential zoning districts, no more than two (2) pupils can receive instruction at one time. In all other zoning districts, no more than four (4) pupils can receive instruction at one time.

iv. Internet Sales / Mail Order Sales

If sales include firearms, firearms may only be sold by firearms collectors licensed by the Bureau of Alcohol, Tobacco and Firearms as a firearms collector.

v. Hair Styling

For hair styling, such use shall be limited to one (1) hair station and one (1) shampoo station, and no more than two clients (2) shall be permitted on the premises at one time.

vi. Photography Studio

No more than one (1) client shall be permitted on the premises at one time. For the purposes of this use, a client shall be an individual, couple or family.

vii. Professional Advising Services

No more than one (1) client shall be permitted on the premises at one time. For the purposes of this use, a client shall be an individual, couple or business partners.

Commentary: For the purposes of this Section, professional advising services shall mean legal, accounting, financial, engineering, architectural, interior design or similar uses as determined by the City Manager or his or her designee.

viii. Professional Counseling Services

1. Such use is permitted in all zoning districts except Residential districts.
2. Counseling services shall be provided only by a medical doctor (MD), psychologist, clinical social worker (LCSW), professional counselor (LPC) or marriage and family therapist who maintains a valid license in the state of Georgia.
3. Counseling shall not include counseling for substance abuse, including alcohol and drugs.

4. No more than one (1) client shall be permitted on the premises at one time. For the purposes of this use, client shall be an individual, couple or family, but not a group.

(Ord. of 2-10-2022(14), § 1)

Effective on: 2/10/2022



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Home ARP Grant Award
Prepared by: Ryan Arnold
Presented by: Ryan Arnold

PURPOSE: To Present for Mayor and Council Consideration, Home-ARP Supportive Services Grant Award Announcement.

BACKGROUND: In April of 2025, the City of Hinesville applied to the State of Georgia Department of Community Affairs (DCA) for the Home-ARP Supportive Services Grant for a two-year budget of \$250,000 with an in-kind match of \$62,500 for the following supportive services: Case Management, Financial Assistance Costs, Food, Transportation, Short-Medium Term Rent, and Housing Search & Counseling. The City has received notice that instead of \$250,000 over a two-year project budget, DCA has awarded us \$250,000 for one year with an option to renew for an additional 4 years for a total of \$1,000,000. DCA stated that the grant award period would start on July 1, 2025. In a virtual meeting with DCA, they confirmed that the grant period started July 1, 2025, but an actual contract would not be available until August. DCA stated that they did not receive as many applications as anticipated and therefore made awards of the full amount allowed to those who applied, as all ARP funds had to be expended by 2030.

FUNDING: \$250,000 Grant Funding
 62,500 Local Match
 \$312,500 Total

RECOMMENDATION: Presentation Item Only

ATTACHMENTS:

1. Home ARP Budget
2. Attachment 2 SSAwardLetter_CityHinesville_Final

PREVIOUS COUNCIL DISCUSSION:



Home-ARP Supportive Services Grant Application Homeless Prevention Program Budget

Supportive Services	Amount
Case Management	\$40,000
Financial Assistance Costs	\$40,000
Short-Medium Term Rent	\$120,000
Food	\$20,000
Transportation	\$20,000
Housing Search & Counseling	\$10,000
Total Grant Funds	\$250,000
In-Kind Match (CM Salary + Fin. Assi.)	\$62,500
Total Project Budget	\$312,500

MATCH EXPLANATION:

- **\$40,000 Case Manager Salary**
- **\$22,500 Financial Assistance**

This is a two-year budget, with grant and match dollar amounts allocated equally each year.



GEORGIA DEPARTMENT
of COMMUNITY AFFAIRS

June 3, 2025

City of Hinesville Supportive Services
115 East M.L. King Jr. Drive
Hinesville, Georgia 31313

VIA EMAIL: sharris@cityofhinesville.org

**Re: Georgia Department of Community Affairs (DCA) HOME-ARP Supportive Services Notice of Funding Opportunity (NOFO)
City of Hinesville Supportive Services - HOME-ARP Supportive Services Grant Letter**

Dear Shauntay Harris,

On behalf of the Georgia Housing and Finance Authority (GHFA), administered by the Georgia Department of Community Affairs (DCA), we are pleased to announce that your application under the HOME-ARP Supportive Services Notice of Funding Opportunity (NOFO) has been selected for funding.

50

Your organization will be given a preliminary cost-reimbursement grant of \$250,000 through the HOME Investment Partnership Program's American Rescue Plan (HOME-ARP) funds. These funds are designated to provide supportive services to your community for the four HOME-ARP Qualifying Populations (QPs) in Liberty County, Georgia. If your organization performs successfully to exceptional compliance with the initial funding, additional grant funds (as applicable) may be given and expended annually until January 1st, 2030.

This funding is reserved for the activities outlined in your application and is subject to the successful completion of federal compliance activities, execution of your written agreement, and fulfillment of all stated general conditions according to the HOME-ARP Federal Requirements. Any deviation may put your funding at risk of being withdrawn.

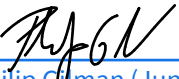
The HOME-ARP grant term is one year from the date of the written agreement executed with the possibility for renewal. DCA staff will provide you with a Program Manual detailing guidelines and procedures to ensure successful implementation. Additional documentation outlining general condition requirements will be sent shortly.

To support your efforts, DCA staff will provide training to ensure compliance with federal and state requirements. Should you have any questions or wish to discuss your grant in further detail, please forward all inquiries to the HOME-ARP Team via email at HOMEARP@dca.ga.gov.



Congratulations! We look forward to assisting you in the successful implementation of providing critical supportive service solutions to Georgia's HOME-ARP Qualifying Populations.

Warmest regards,


Philip Gilman (Jun 3, 2025 20:26 EDT)
Philip Gilman, Deputy Commissioner
Housing Assistance Division

cc: Laura Ann Holland, Policy and Special Projects Director
Lakeisha Jones Office Director, Homeless and Special Needs Housing
Ilona Nagy, HOME-ARP Manager





City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Municipal Court Judge Contract
Prepared by: Christy Deloach
Presented by: Kenneth Howard

PURPOSE: To present to the Mayor and Council for Consideration, to approve the Municipal Court Judge Contract.

BACKGROUND: On May 1, 2025, City Manager, Kenneth Howard, provided the Mayor and Council with details regarding the Municipal Court Judge Contract, which had been introduced in a previous meeting. This contract is a requirement under state law for municipal governments to formalize agreements with municipal court judges. The document has been prepared and made available for the Mayor and Council's review.

The contract involves the appointment of Kenneth Pangburn as Municipal Court Judge, in accordance with and pursuant to Chapter 10, Section 10-2 of the City of Hinesville Municipal Code of Ordinances.

The Mayor and Council were provided the contract for review.

FUNDING: N/A

RECOMMENDATION:

ATTACHMENTS:

1. House Bill 456
2. Draft Judge Contract

PREVIOUS COUNCIL DISCUSSION: May 15, 2025

House Bill 456 (AS PASSED HOUSE AND SENATE)

By: Representatives Gunter of the 8th, Lumsden of the 12th, Scoggins of the 14th, Silcox of the 53rd, and Collins of the 71st

A BILL TO BE ENTITLED

AN ACT

1 To amend Article 1 of Chapter 32 of Title 36 of the Official Code of Georgia Annotated,
2 relating to general provisions regarding municipal courts, so as to increase the term for
3 municipal court judges from one year to two years unless otherwise provided for in a
4 municipality's charter; to provide for removal of municipal court judges for breach of
5 contract; to provide for an effective date and applicability; to provide for related matters; to
6 repeal conflicting laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 SECTION 1.

9 Article 1 of Chapter 32 of Title 36 of the Official Code of Georgia Annotated, relating to
10 general provisions regarding municipal courts, is amended by revising paragraph (1) of
11 subsection (a) of Code Section 36-32-2, relating to appointment of judges, as follows:

12 "(a)(1) Notwithstanding any other provision of this chapter or any general or local Act,
13 the governing authority of each municipal corporation within this state having a
14 municipal court, as provided by the Act incorporating the municipal corporation or any
15 amendments thereto, is authorized to appoint a judge of such court. Any individual
16 appointed as a judge under this Code section shall possess such qualifications as set forth

H. B. 456

- 1 -

17 in Code Section 36-32-1.1 and shall receive such compensation as shall be fixed by the
18 governing authority of the municipal corporation. Notwithstanding the failure of the
19 governing body of a municipal corporation to enter into a written agreement or enact an
20 ordinance as provided for in this paragraph, any individual appointed as a judge under
21 this Code section shall serve for a minimum term of ~~one year~~ two years from the date of
22 appointment as reflected in the minutes of the municipal corporation, unless such
23 municipal corporation's charter provides for a longer term, and until a successor is
24 appointed or if the judge is removed from office as provided in Code Section 36-32-2.1.
25 Such term shall be memorialized in a written agreement between such individual and the
26 governing authority of the municipal corporation or in an ordinance or a charter. If such
27 term is memorialized in a written agreement, such agreement shall not include any
28 geographic limitation concerning a judge's eligibility to serve and shall not contain any
29 provision that a judge serve in an at-will capacity."

30 SECTION 2.

31 Said article is further amended by revising subsection (b) of Code Section 36-32-2.1, relating
32 to removal of judges, as follows:

33 "(b)(1) A judge may be removed during his or her term of office by a two-thirds' vote of
34 the entire membership of the governing authority of the municipal corporation for:

35 (A) Willful misconduct in office;

36 (B) Willful and persistent failure to perform duties;

37 (C) Habitual intemperance;

38 (D) Conduct prejudicial to the administration of justice which brings the judicial office
39 into disrepute; or

40 (E) Disability seriously interfering with the performance of duties, which is, or is likely
41 to become, of a permanent character.

42 (2) A municipality may define in its charter further conduct that may lead to a judge's
43 removal.

44 (3) Where a municipality has entered into a written agreement with an individual
45 memorializing the terms and conditions of his or her appointment as judge, and the
46 municipality alleged a breach of the agreement:

47 (A) Written notice of such breach shall be given to the judge;

48 (B) The judge shall have up to 30 days after receiving the notice to cure the alleged
49 breach;

50 (C) Where a municipality seeks to remove a judge for breach of the agreement, such
51 removal during a judge's term shall only occur in the event of a material breach; and

52 (D) Removal for a material breach may only be done subject to the provisions of
53 subsection (c) of this Code section."

54 **SECTION 3.**

55 This Act shall become effective on July 1, 2024, and shall apply to written agreements
56 entered into on or after such date.

57 **SECTION 4.**

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

This Agreement (also referred to as “Contract”) to provide Municipal Court Judge Services is made and entered into effective as of **(INSERT DATE)**, by and between the **CITY OF HINESVILLE, GEORGIA** (also referred to as the “City”), a municipal corporation of the State of Georgia and **(INSERT NAME)**, Municipal Court Judge.

W I T N E S S E T H:

WHEREAS, the **CITY** desires the services of **(INSERT NAME)**, as Municipal Court Judge (hereinafter referred to as “Judge”) pursuant to Chapter 10 Section 10-2 of the City of Hinesville Municipal Code of Ordinances; and

WHEREAS, Judge **(INSERT NAME)** is qualified to serve as Municipal Court Judge pursuant to O.C.G.A. Sec. 36-32-1.1, and pledges to honestly and faithfully discharge the duties of the office to the best of his/her ability, without fear, favor, or partiality; and

WHEREAS, the Mayor and City Council appointed the current Municipal Court Judge on August 7, 2014; and

WHEREAS, the judge’s existing contract has expired, and the City must now negotiate a new contract for Municipal Court Judge services;

WHEREAS, **(INSERT NAME)** understands that this is a council-appointed, part-time position, and that the Municipal Court Judge serves at the pleasure of the Mayor and Council; and

WHEREAS, from this day forward, Judge **(INSERT NAME)** shall serve in said capacity as an independent contractor, and shall not be considered an employee of the City for any purpose(s) whatsoever; and

WHEREAS, the Municipal Court Judge is under the administrative direction of the City Manager; and

WHEREAS, the Judge is responsible for conducting and controlling Municipal Court proceedings and overseeing support staff which are employees of the City; and

WHEREAS, it is the desire of all parties hereto to establish and set forth their mutual responsibilities one to the other; and

WHEREAS, in order to provide for the services of the Municipal Court Judge and to establish compensation for such services, it is appropriate for the City to enter into an Independent Contract Services Agreement with Judge **(INSERT NAME)** for such services; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the City of Hinesville and Judge **(INSERT NAME)**, agree as follows:

1. QUALIFICATIONS OF JUDGE:

The Judge shall be a resident of the judicial circuit in which the court is located, and shall be, and remain, an attorney admitted to practice law in the State of Georgia at all times during the term and any successive terms of this Agreement. The Judge must also be a citizen in the United States of America and the State of Georgia. The Judge must comply with all the requirements for service as a Municipal Court Judge, including, but not limited to, satisfactorily completing the training requirements prescribed by the Municipal Courts Training Council (O.C.G.A. Section 36-32-27(c)). Before assuming office, the judge shall take an oath, administered by the Mayor. The oath shall state that the judge will honestly and faithfully discharge the duties of the office to the best of the judge's ability without fear, favor, or partiality. The oath shall be entered upon the minutes of the City Council.

[Pursuant to O.C.G.A. 36-32-27(b), a newly appointed Municipal Court Judge is required to complete twenty (20) hours of training to become "Certified"; the training must be completed within one (1) year of the date of the Judge's appointment.] 12 hours of yearly training are required each year thereafter.

2. INDEPENDENT CONTRACTOR STATUS:

This Agreement does not create, and shall not be construed to create an employee, representative, joint venture, a partnership relationship between the City and the Judge. Neither party is an agent of the other party for any purpose whatsoever. At all times during the term(s) of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself/herself out to be an officer, employee, or agent of the other party.

As an independent contractor, the Municipal Court Judge, his/her agents and subcontractors, including, but not limited to any Judge Pro Tem and/or Associate Judge is not entitled to, and shall not receive any benefits normally provided by the City to its employees, including, but not limited to, medical insurance coverage, Workers' Compensation coverage, retirement pay, profit sharing, vacation pay, sick leave, disability, or similar benefit, except as expressly provided herein.

The Municipal Court Judge may engage in the private practice of law; provided, however, the Judge shall not practice law in the court on which he/she serves, or act as a lawyer in proceedings for which he/she may have served as a judge or in any proceeding related thereto; nor should he/she practice law in any court over which the court he/she serves as a part-time judge conducts appellate review.

The Municipal Court Judge is independent from the City when performing his/her judicial responsibilities, and nothing contained herein shall be construed to interfere with the Judge when performing his/her judicial duties.

3. PRO TEMPORE (PRO TEM) MUNICIPAL COURT JUDGE SERVICES:

While it is agreed that the Judge shall personally serve as the Municipal Court Judge, and shall be available to fill the duties of the office generally, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appointment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work of the Municipal Court will not be interrupted when the presiding Municipal Court Judge must be absent from that position.

When serving in the absence of the Judge, the Judge Pro Tem and the Associate Judge are solely responsible for his/her judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense, and for alternatives to monetary penalties, including community service and penalty or fine reductions.

4. TERM OF AGREEMENT:

The Municipal Court Judge's term of office and the term of this Agreement shall be for two (2) years, beginning on the date set forth on page one of this Agreement, and continuing until **(INSERT DATE)**, unless earlier terminated as described below. This Agreement may be renewed upon the terms set forth herein or upon any other terms mutually agreeable to both parties.

5. REQUIRED REPORTING:

The Judge shall immediately report to the City Manager any change(s) affecting his/her membership in good standing in the Georgia Bar Association, and any training deficiencies.

6. SCOPE OF SERVICES:

The Judge shall perform all duties legally prescribed for a judicial officer, serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules of Municipal Courts of the State of Georgia and such other rules as may be promulgated by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee, and the terms of any applicable Judicial Emergency Order. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings, or arrange for a Judge Pro Tem to do so.

In order to promote uniformity in Municipal Court Procedures and sentencing, the Judge shall instruct the Pro Tem Municipal Court Judge concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible. The Judge shall provide a copy of this Agreement to the Judge Pro Tem and Associate Judge, and obtain his/her agreement to comply with all of the terms and conditions contained herein.

7. JUDICIAL INDEPENDENCE AND ADMINISTRATION:

The Judge, the Associate Judge, and all Judges Pro Tempore are independent from the City when performing judicial responsibilities, and nothing contained herein shall be construed to interfere with a Judge when performing his/her judicial duties. The Judge, or any Judge Pro Tempore, serving in the absence of the Judge, is solely responsible for his/her judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties, including community service, and penalty or final reductions.

Furthermore, the Judge is responsible for doing the following:

- Performing all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee or its successor;
- At all times faithfully and to the best of his/her ability administer activities of the Court, assign, and hear all cases and fulfill all obligations of the Court as established by State or local law, rule, statute, regulation, and city ordinance;
- Conducting first appearance and bond hearings for any person detained in jail on a charge in Municipal Court on the immediate Wednesday following the person's arrest;
- Providing quarterly reports to the City Manager of the Municipal Court judicial functions, including pretrial conferences, scheduling of Pro Tem Judges, and annual reviews of the financial condition of the Municipal Court system;
- Presiding over civil and criminal violations in the City of Hinesville, traffic and parking cases, arraignments, trials, issue warrants, bond hearings, pretrial hearings, City of Hinesville Code violations, all other hearings, and set forth the courtroom calendar;
- Developing and carrying out policies for trial procedures, including the adoption of an appropriate bail schedule;
- Coordinating with the City Attorney and Court Clerk to reduce or eliminate backlogs of pending cases;
- Annually reviewing data gathered by the City regarding cases generated by the City of Hinesville Police Department, which are being filed in the Municipal Court;
- Preparing a quarterly report concerning Municipal Court operations, and personally presents the report to the City Manager;
- In coordination with the Court Clerk, provide proper training of court staff and officials subject to the Judge's direction and control regarding court procedures and the use of court forms and updating such training as necessary;

- In coordination with the City Attorney and the Court Clerk, approve court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary;
- In coordination with the City Attorney and Court Clerk, provide proper training of court staff and officials subject to the Judge's direction and control regarding court procedures and the use of court forms and updating such training as necessary;
- Ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures, and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances, and statutes;
- Notifying the City Manager of any Judicial Emergency Orders and any actions required to comply with such orders, including, but not limited to, actions that impact remote technology needs, city buildings, and city staff;
- Notifying the City Manager of additional resources necessary to ensure compliance with applicable laws and rules;
- Notifying the City Manager of performance deficiencies, and make recommendations to the City to improve the financial or other operational conditions of the Municipal Court;
- Review all reports and other communications from the Georgia Department of Community Supervision Misdemeanor Probation Oversight Program and taking any actions the Judge deems necessary or appropriate;
- The Judge understands that Municipal Court staff adhere to the same applicable personnel policies as other city employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's rights and responsibilities with respect to court employees;
- Conferring with the City Manager or his/her designee to coordinate administrative activities concerning City procedures, policies, and the budget in an effort to retain and insure consistency and common practices throughout the City;
- The Judge acknowledges that Municipal Court employees may perform other duties for the City that are not in conflict with the separation of powers;
- The Judge will confer with the City Manager or his/her designee, to coordinate administrative activities concerning City procedures, policies, and the budget in an effort to retain and insure consistency and common practices throughout the City.

The Court Clerk shall be appointed by the City Manager. Other than the Judge, the Judge Pro Tem, and the Associate Judge, the Court Clerk, and all other court staff are City employees and are subject to city's personnel policies and procedures. However, they are subject to the Judge's direction and control when performing duties for the Court. Their salaries, benefits, hours of work, and working conditions shall be established by the City.

The Judge understands that the Municipal Court staff shall adhere to the same personnel policies as other City of Hinesville employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's responsibilities with respect to court employees. The Judge

acknowledges that the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the City Manager or his/her designee to coordinate administrative activities concerning City procedures, policies, and the budget in an effort to retain and ensure consistency and common practices throughout the City.

8. COMPENSATION:

The Judge shall be paid twenty-six thousand dollars (\$26,000) annually, in an amount to be paid in equal monthly installments. The Judge's compensation is set by the Mayor and Council, and may be increased but not decreased during the Judge's term of office.

9. METHOD OF PAYMENT:

The Municipal Court Judges' monthly base pay is automatically paid by the City. Invoices for the Associate and Pro Tempore Judges' services and/or reimbursement of allowable expenses are submitted directly to the Municipal Court Clerk for review and approval. Approved invoices are then forwarded to the City's Finance Department for payment.

10. DUES AND SUBSCRIPTIONS:

The Municipal Court Judge shall maintain membership in the Georgia Council of Municipal Court Judges, and all fees required for such membership shall be paid by the City.

11. EXPENSE REIMBURSEMENT:

The Municipal Court Judge is entitled to be reimbursed for actual expenses incurred in performance of his/her official duties, and is eligible to receive mileage payments and a per diem allowance for lodging, meals, beverages, and incidental expenses reasonably incurred in the performance of his/her official duties. The per diem is based on the allowable standard federal rate. In no event, however, will the Judge be reimbursed the cost of any alcoholic beverage, even when consumed with meals.

12. TERMINATION/REMOVAL:

The Judge may terminate this Agreement upon a minimum thirty (30) days written notice prior to his/her effective date of termination, unless otherwise mutually agreed to by both Parties.

The Judge may be removed from the position of Municipal Court Judge during the term of this Agreement for the reasons and upon the procedures set forth in O.C.G.A. Section 36-32-2.1.

13. COURT SCHEDULE/HOURS OF WORK:

The Municipal Court shall convene every Wednesday from 8:00 a.m. to 4:00 p.m., excluding Federal, State, and local holidays. However, the Parties understand that the operational hours of the Court and the Judge's work schedule vary depending on the Court's docket and caseload.

14. CONTRACT ADMINISTRATOR:

This Agreement shall be administered by the City Manager, and/or his/her designee on behalf of the City and by the Municipal Court Clerk on behalf of the Judge. Any written notices to be served on either party shall be served or mailed to the following addresses with a copy by email:

IF TO THE CITY MANAGER

Kenneth K. Howard
115 East MLK Drive
Hinesville, Georgia 31313
khoward@cityofhinesville.org

IF TO THE JUDGE

Name:
Street Address:
City/State/Zip Code:
Email:

15. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in the Liberty County Superior Court, State of Georgia.

16. SEVERABILITY:

If any provision or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed its application to any circumstance, is held invalid, the remainder of this Agreement, and its application to other circumstances is not affected.

IN WITNESS WHEREOF, the Parties hereto do hereby execute this Agreement.

CITY OF HINESVILLE

By: _____
Kenneth Howard
115 East MLK Drive
Hinesville, Georgia 31313

Date: _____

MUNICIPAL COURT JUDGE

By: _____
Municipal Court Judge

Date: _____

Approved as to Form:

City Attorney



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: The Joint Liberty Comprehensive Plan Update
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: To present a draft copy of The Joint Liberty County Comprehensive Plan to the Mayor and Council prior to public hearings.

BACKGROUND: None

FUNDING: None

RECOMMENDATION:

ATTACHMENTS:

1. 2025 Comp Plan Presentation

PREVIOUS COUNCIL DISCUSSION:



Liberty County Joint Comprehensive Plan 2025

**Liberty County • Allenhurst • Flemington • Gum Branch •
Hinesville • Midway • Riceboro • Walthourville**

THE JOINT LIBERTY COUNTY COMPREHENSIVE PLAN

Liberty County, Allenhurst,
Flemington, Gum Branch,
Hinesville, Midway,
Riceboro, Walthourville

Public Hearings

A public hearing was held on January 18, 2024. The Liberty Consolidated Planning Commission delivered a presentation introducing the Comprehensive Planning process and the purpose of updating the Plan. The presentation discussed the minimum planning requirements as defined by the DCA, the general benefits of planning, and the opportunities the County will use to engage and involve residents and other key players in the community. After the draft Comprehensive Plan was completed, two final public hearings were held on July 15, 2025 during the Liberty County Planning Commission meeting and on July 17, 2025 during the Liberty County Board of Commissioners Meeting to collect public comments.

Table 1. Stakeholder meetings schedule and discussion topics.

Date	Topic
December 12, 2024	This meeting was to inform the stakeholders of their purpose in the planning process. Census demographics data was presented. Stakeholders discussed their visions for the County.
January 15, 2025	The Committee reviewed and discussed the vision and goals.
February 13, 2025	This meeting focused on the strengths, weaknesses, opportunities, and threats for the County.
February 27, 2025	This meeting focused on reviewing and updating the Future Land Use and Character Area maps, descriptions, and regulations.
April 22, 2025	This meeting focused on reviewing the community work program, and revisiting the County's vision and goals.

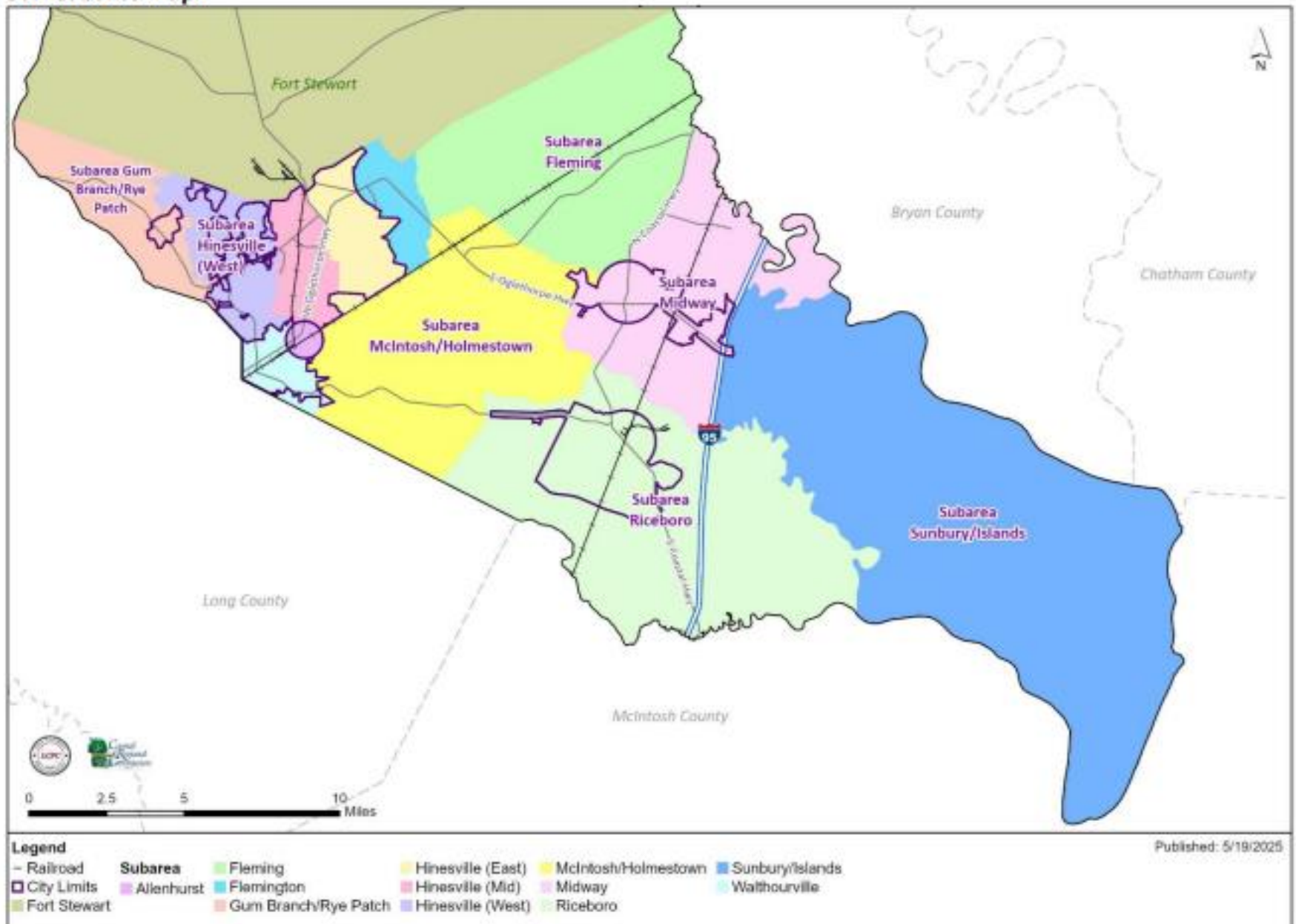


Table 2. Community planning meeting schedule.

Date	Subarea	Location
February 26, 2024	Flemington	Liberty County Performing Arts Center
March 25, 2024	Fleming	Fleming Baptist Church
April 22, 2024	McIntosh/Holmestown	Dorchester Academy & Museum
May 20, 2024	Riceboro	Riceboro Youth Center
June 24, 2024	Midway	Liberty County East End Complex
July 22, 2024	Walthourville	Liberty College and Career Academy
August 26, 2024	Allenhurst	Allenhurst Presbyterian Church
September 23, 2024	Gum Branch/ Rye Patch	Gum Branch Baptist Church
October 28, 2024	Hinesville West	Crossroads Holy Church of God
November 18, 2024	Hinesville Mid	Cherokee Rose Country Club
December 12, 2024	Hinesville East	Hinesville City Hall
January 27, 2025	Sunbury/Islands	Dorchester Civic Center

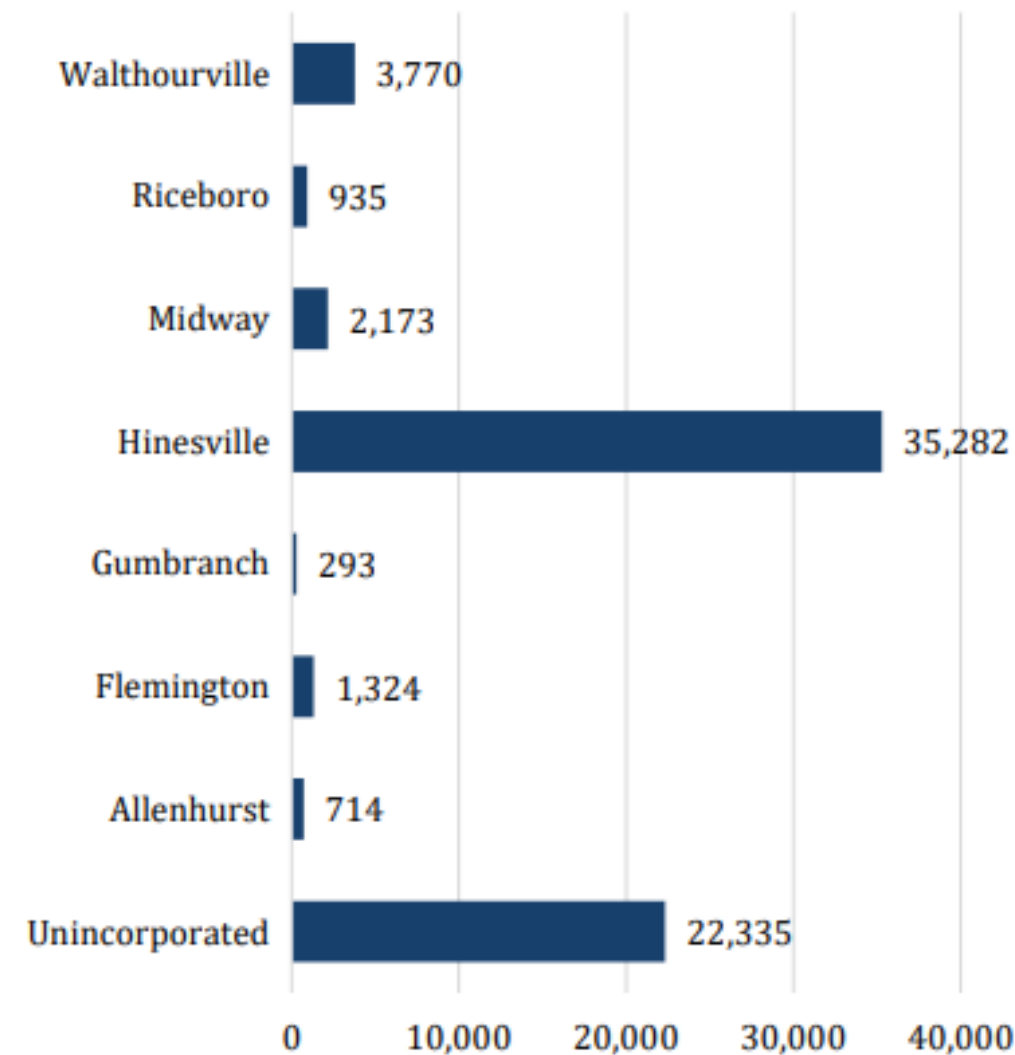


Figure 30. Subarea map.



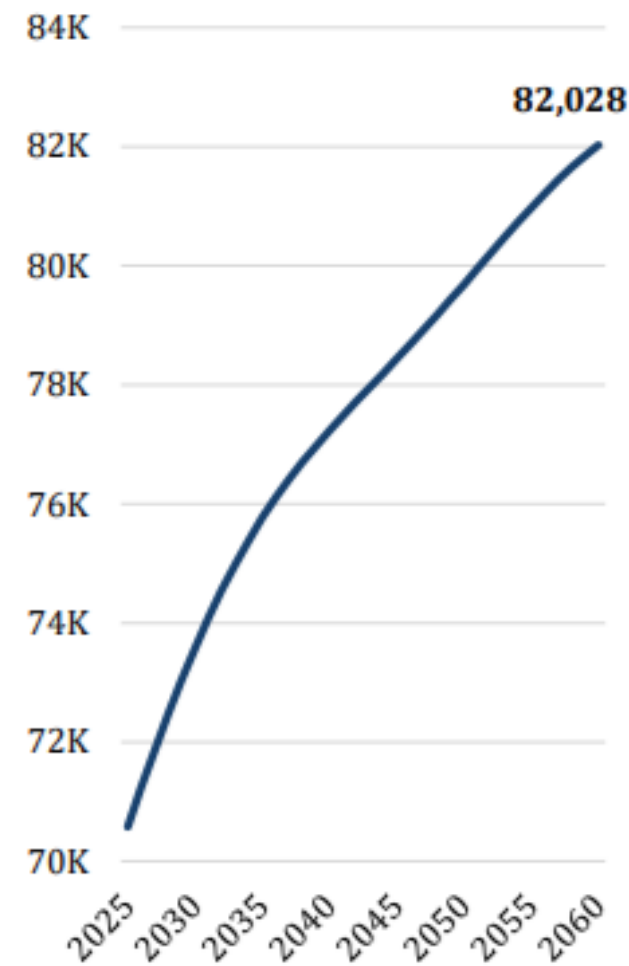
Produced in 2020 by the Coastal Regional Commission (CRC) Office (CRC-010). All information presented in this product is for reference only. Therefore, CRC-010 will not be held liable for improper use of the data provided herein. The data and content graphics are not legal documents and should not be utilized in such a manner. The information contained herein is considered dynamic and will change over time. It is the responsibility of the user to use the products appropriately. S:\Library\CompPlan\2025

Figure 1. Total population.



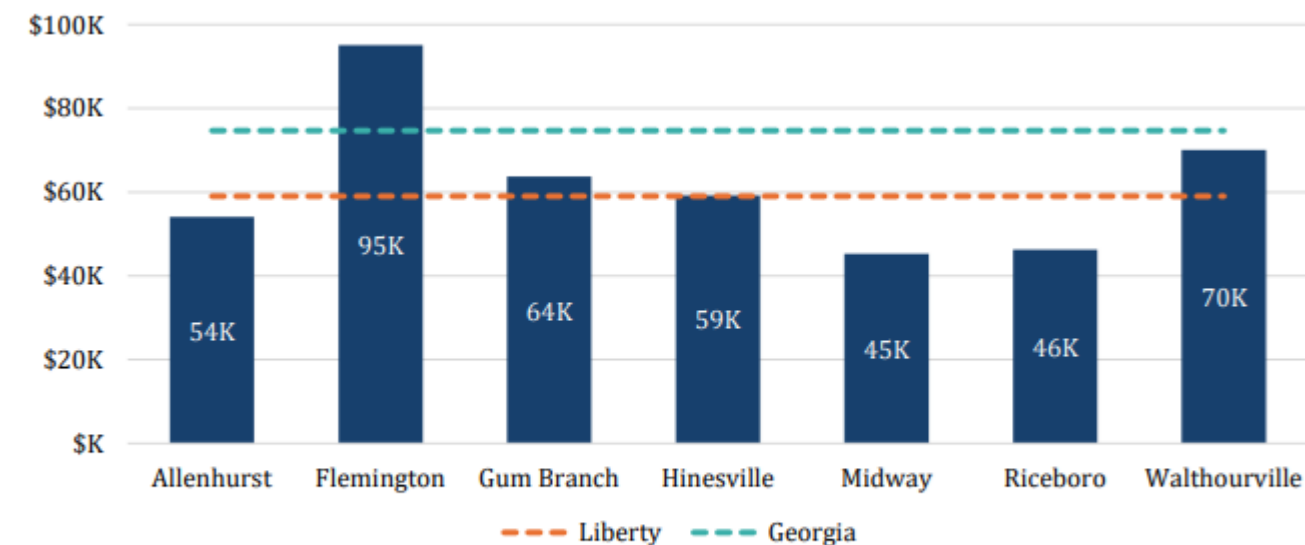
Source: U.S. Census Bureau. "ACS Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2023.

Figure 2. Population projection of Liberty County.



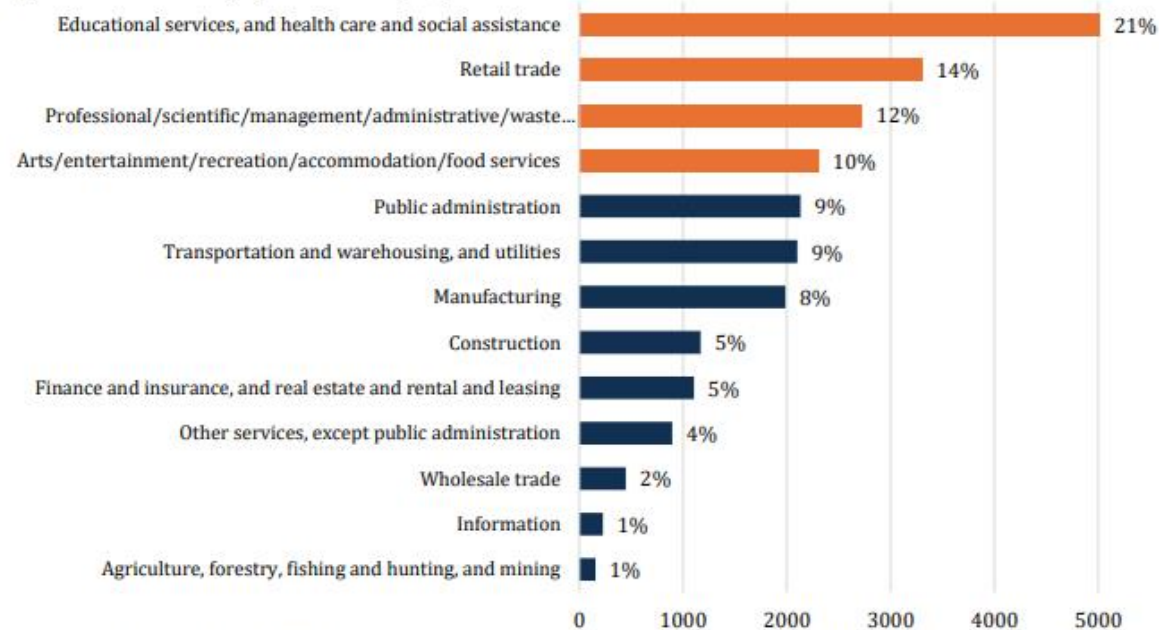
Source: Georgia Governor's Office of Planning and Budget. "County Residential Population 2024 Long-Term Population Projections."

Figure 10. Median household income.



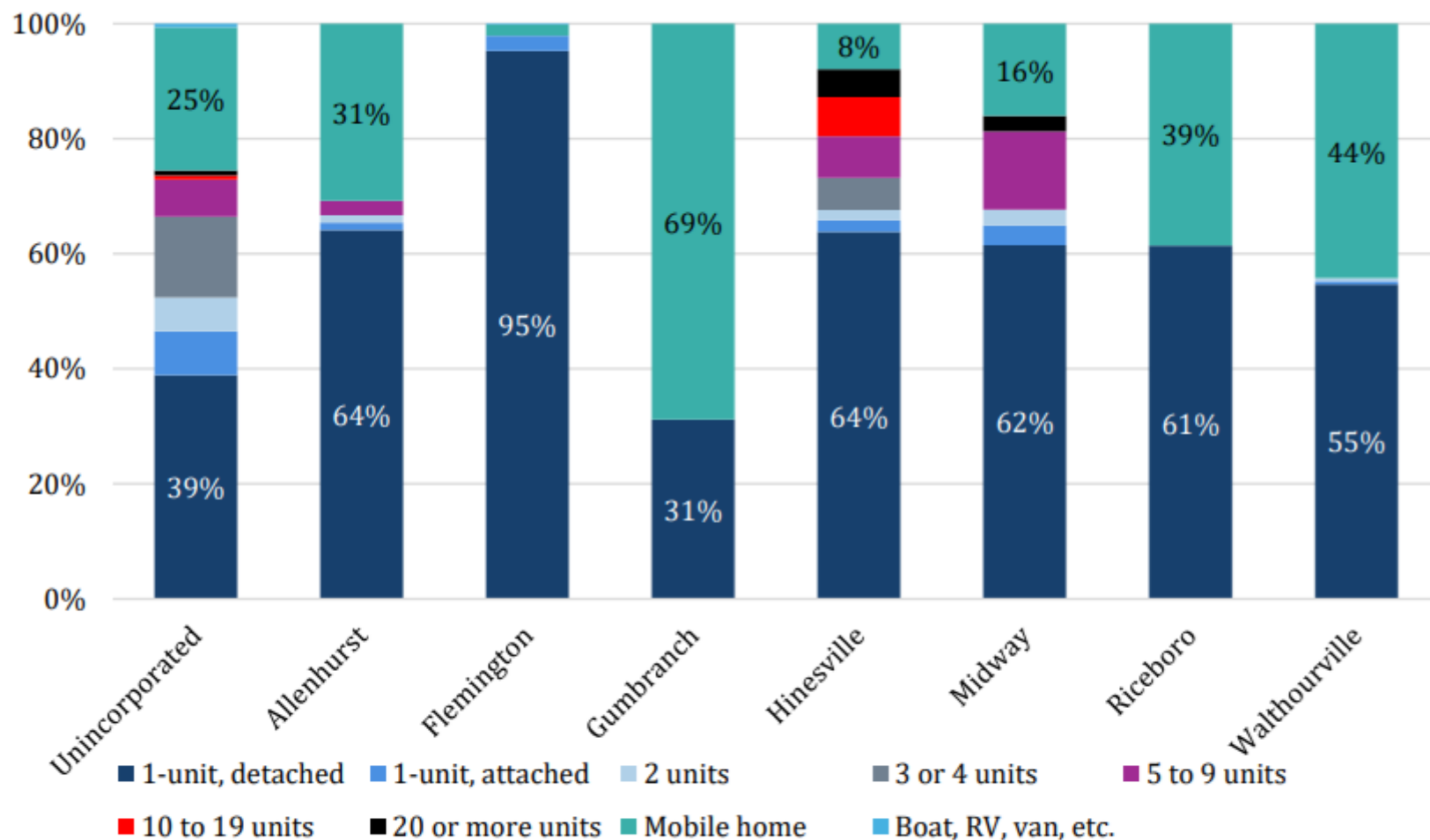
Source: U.S. Census Bureau. "Income in the Past 12 Months (in 2023 Inflation Adjusted Dollars)." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1901, 2023.

Figure 13. Industry of civilian employment.



Source: U.S. Census Bureau. "Industry by Occupation for the Civilian Employed Population 16 Years and Over." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S2405, 2023.

Figure 22. Housing unit structure types.



Source: U.S. Census Bureau. "ACS Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2023.

3.2 Goals and Policies

Goals	Policies
Economic Development	
Support a diverse and resilient economy	• Encourage a mix of industries and businesses from different sectors. • Attract and retain businesses.
Promote workforce development and education	• Collaborate with local schools, colleges, and workforce agencies to align training with industry needs. • Expand access to vocational, technical, and continuing education opportunities. • Encourage internships, apprenticeships, and youth employment programs.
Encourage entrepreneurship and small business growth	• Attract and support local businesses. • Promote incubators and co-working spaces.
Foster revitalization and investment in key areas	• Encourage development at I-95 Exit 67 and Exit 76. • Invest in infrastructure improvements that support economic activity.
Natural and Cultural Resources	
Conserve and enhance natural resources	• Protect environmentally sensitive areas such as wetlands, floodplains, and watersheds. • Preserve existing tree canopy and support tree preservation initiatives.
Promote coastal resiliency	• Incorporate climate adaptation strategies into land use and infrastructure planning. • Support public education on coastal resiliency and sustainable living.
Preserve cultural and historic resources	• Identify and protect historically significant structures, sites, districts, and landscapes. • Support adaptive reuse of historic buildings to maintain cultural continuity.

Goals	Policies
	- Support historic preservation entities, such as the Liberty County Historical Society, Hinesville Historic Preservation Commission, and the Liberty County Cultural and Historical Resources Committee. - Promote, educate, and celebrate Liberty County's cultural and historic significance.
Ensure public access to natural and cultural resources	- Promote and encourage the use of walking and nature trails. - Preserve and encourage recreational use of greenspaces.
Community Facilities and Services	
Ensure adequate and equitable public facilities and services	- Plan for facilities based on current and projected population needs. - Increase access to recreational and entertainment facilities. - Promote downtowns and town centers.
Provide safe, reliable, and efficient infrastructure	- Maintain and improve water, sewer, and stormwater infrastructure to accommodate growth. - Expand and enhance wastewater reuse efforts and infrastructure.
Foster intergovernmental and regional collaboration	- Collaborate and share services and facilities across jurisdictions. - Pursue and engage in shared service agreements for infrastructure projects with cross-jurisdictional benefits.
Land Use and Development	
Promote efficient and sustainable growth	- Coordinate land use planning with transportation, utilities, and public services. - Guide new development towards areas with existing infrastructure and services. - Promote brownfield and greyfield sites for mixed-use developments.
Preserve community character and livability	- Maintain transitions and buffers between incompatible land uses. - Incorporate public spaces, greenways, and pedestrian amenities into development projects.
Ensure land use decisions support environmental stewardship	- Protect sensitive natural areas such as wetlands and floodplains from inappropriate development. - Integrate and prioritize coastal resiliency in planning and development.
Housing	
Ensure housing affordability for all income levels	- Increase availability of attainable and affordable housing. - Support the submittal of low-income housing tax credit applications to provide additional multi-family housing.
Provide a diverse range of housing options	- Support development of a variety of housing types, including single-family homes, townhomes, and multi-family apartments, etc. - Promote housing options that serve all household types, such as seniors, individuals, students, families, and people with disabilities.

Goals	Policies
Expand opportunities for homeownership across income levels	• Encourage development of housing at various price points, including starter homes, townhomes, and condominiums.
Transportation	
Develop a safe and efficient transportation system	• Prioritize roadway safety and improvement initiatives for all users, including drivers, pedestrians, cyclists, and transit riders. • Evaluate impacts on traffic flow from new developments. • Coordinate transportation improvements with future land use patterns and growth projections.
Promote multimodal transportation options	• Expand and improve pedestrian and bicycle infrastructure, including sidewalks, multi-use paths, and trails.
Enhance the visual quality and functionality of roadways	• Promote streetscape improvements and beautification efforts that create attractive, safe, and inviting public spaces. • Improve roadway walkability and accessibility.

7 Land Use

According to the minimum standards and procedures for Local Comprehensive Planning, communities with zoning or similar development regulations are required to include a land use element within their Comprehensive Plan. In 2023, the County and all Cities adopted the Liberty County Unified Development Ordinance (UDO), which updated and consolidated the zoning and subdivision regulations for Liberty County and its seven municipalities into a single document. The table below outlines twenty zoning districts in Liberty County.

Table 3. Zoning Districts.

Category	District	District Name
Agricultural and Conservation Districts	A-1	Agricultural
	AR-1	Agricultural Residential
	DM	Dunes and Marshes
Residential Districts	R-20	Single-Family Residential-20
	R-12	Single-Family Residential-12
	R-8	Single-Family Residential-8
	ATR	Attached Residential
	MFR	Multi-family residential
	MHP	Manufactured Home Park
	SFMH	Single-Family Manufactured Home
Commercial Districts	C-1	Central Business
	C-2	General Commercial
	C-3	Highway Commercial
	OI	Office Institutional
	IC	Interstate Corridor
	DD	Downtown Development
Industrial Districts	LI	Light Industrial
	I-1	Industrial
Planned Districts	PUD	Planned Unit Development
	PDD	Planned Development

Commercial

This category is for land dedicated to non-industrial business uses, including retail sales, offices, services, and entertainment facilities. Commercial uses may be located as a single use in one building or grouped together in a shopping center or office building.

Regulations

- Commercial development must be compatible with adjacent land uses.
- Appropriate to traffic flow/access and must be supported by existing or planned infrastructure.
- Development should have an internal parking and pedestrian circulation system.
- Create a comprehensive design scheme for future development and redevelopment.
- Site design should be pedestrian-oriented internally and between development and neighborhoods.
- New developments should be in a planned commercial center.
- Fast food and other "drive-thru" windows should be discouraged except on mixed-use urban corridors.
- Commercial development should have required site design features that limit noise, lighting, and other activity to not adversely impact surrounding residential areas.
- Low-density office uses shall serve as a transitional land use between residential uses and uses of higher intensity.

Compatible Zoning Districts

- | | |
|----------------------------|---|
| • C-1 (Central Business) | • OI (Office Institutional) |
| • C-2 (General Commercial) | • IC (Interstate Corridor) *through conditional use permits |
| • C-3 (Highway Commercial) | • PUD (Planned Unit Development) |



Residential, Low-Density

The predominant use of land within this residential category is for single-family dwellings.

Regulations

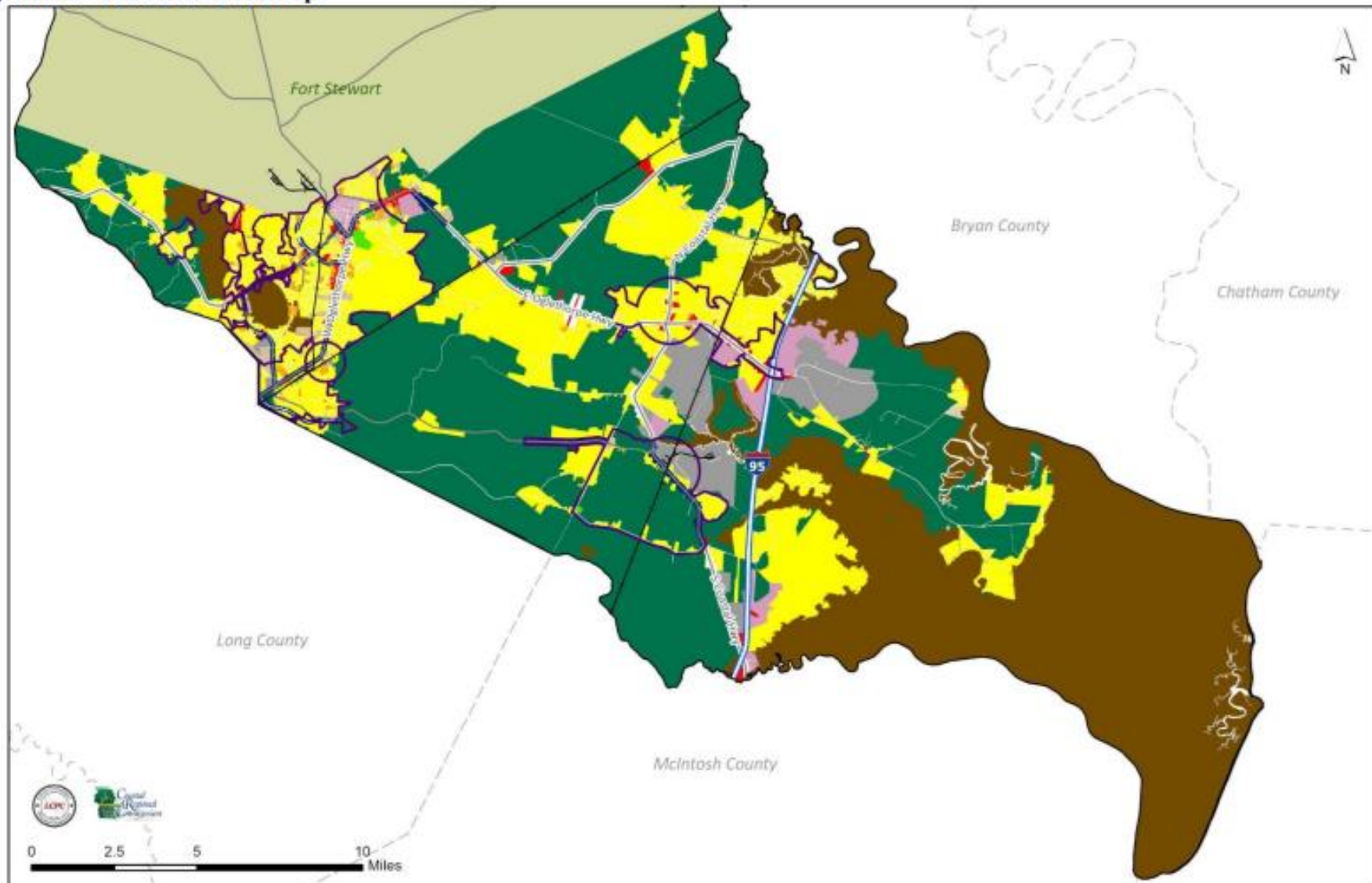
- Encourage a variety of compatible housing options.
- Use road networks in residential areas to promote safety and connectivity with existing and future developments.
- The size, scale, design, and material of duplexes/townhomes must be compatible with the established neighborhood character and located preferably along collector or local roads.
- Public pedestrian or multiple-use trails are encouraged to provide a connection between neighborhoods and parks or other destinations.
- Allow home occupation (professions and services, but not retail sales) by permitting the employment of one full-time equivalent individual not residing on the premises.
- For new developments, require buffering for controlling visual, noise, and activity impacts between residential and commercial uses.

Compatible Zoning Districts

- | | |
|---------------------------------------|--|
| • A-1 (Agricultural) | • R-20 (Single-family Residential-20) |
| • AR-1 (Agricultural Residential) | • ATR (Attached Residential) |
| • R-8 (Single-family Residential-8) | • SFMH (Single-family Manufactured Home) |
| • R-12 (Single-family Residential-12) | • PUD (Planned Unit Development) |



Figure 16. Future Land Use Map.



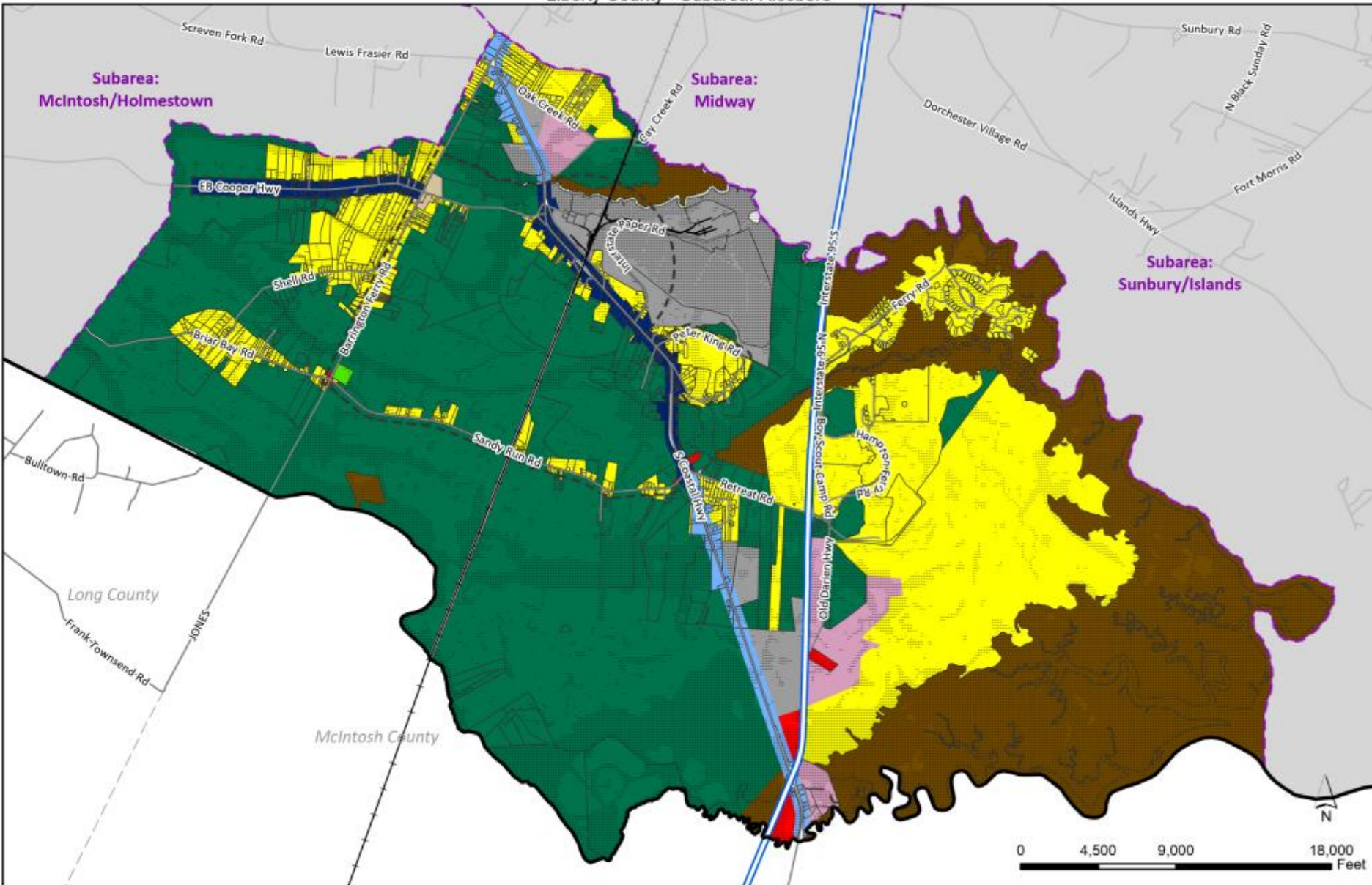
Legend

- | | | | | |
|--------------|------------------------|-----------------|--------------------------|--------------------------|
| - Railroad | Future Land Use | Commercial | Mixed Use | Public/Institutional |
| City Limits | Agriculture/Forestry | Conservation | Mixed-Use Urban Corridor | Residential High-Density |
| Fort Stewart | Industrial | Park/Recreation | Residential Low-Density | |

Published: 5/22/2025

Future Land Use

Liberty County - Subarea: Riceboro



Legend

- | | | | | | | | |
|-------------|----------|------------------------|--------------|------------|--------------------------|----------------------|--------------------------|
| Wetlands | Subareas | Future Land Use | Commercial | Industrial | Mixed-Use Rural Corridor | Park/Recreation | Residential High-Density |
| City Limits | | Agriculture/Forestry | Conservation | Mixed Use | Mixed-Use Urban Corridor | Public/Institutional | Residential Low-Density |

Published: 5/19/2025

7.3 Character Areas

The Character Areas Map is defined by the Department of Community Affairs (DCA) as a specific geographic area or district within a community that possesses unique or special characteristics that should be preserved or enhanced, such as a downtown, historic district, neighborhood, or transportation corridor. It may also represent an area with the potential to evolve into a distinctive area through intentional guidance of future development, facilitated by adequate planning and implementation, like a strip commercial corridor that could be revitalized into a more attractive village development pattern. Additionally, a character area may require special attention due to unique development issues, including rapid changes in development patterns or economic decline.

The County has identified the following character areas, which are shown on the map in this chapter. Detailed zoomed in maps for each subarea are included in [Appendix A](#).

- | | | |
|----------------------------------|---------------------------|------------------------------|
| • Traditional Neighborhood | • Downtown | • Historic Preservation |
| • Residential Neighborhood | • Commercial Center | • Other/Special |
| • Transitional Neighborhood | • Neighborhood Commercial | • Light Industrial Area |
| • Scattered Residential | • Marketplace Corridor | • Regional Employment Center |
| • Rural Residential Preservation | • Gateway Corridor | • Agriculture/Farmland |
| • Rural Residential | • Bypass Corridor | • Greenspace |
| • Town Center | • Rural Crossroads | |

Traditional Neighborhood

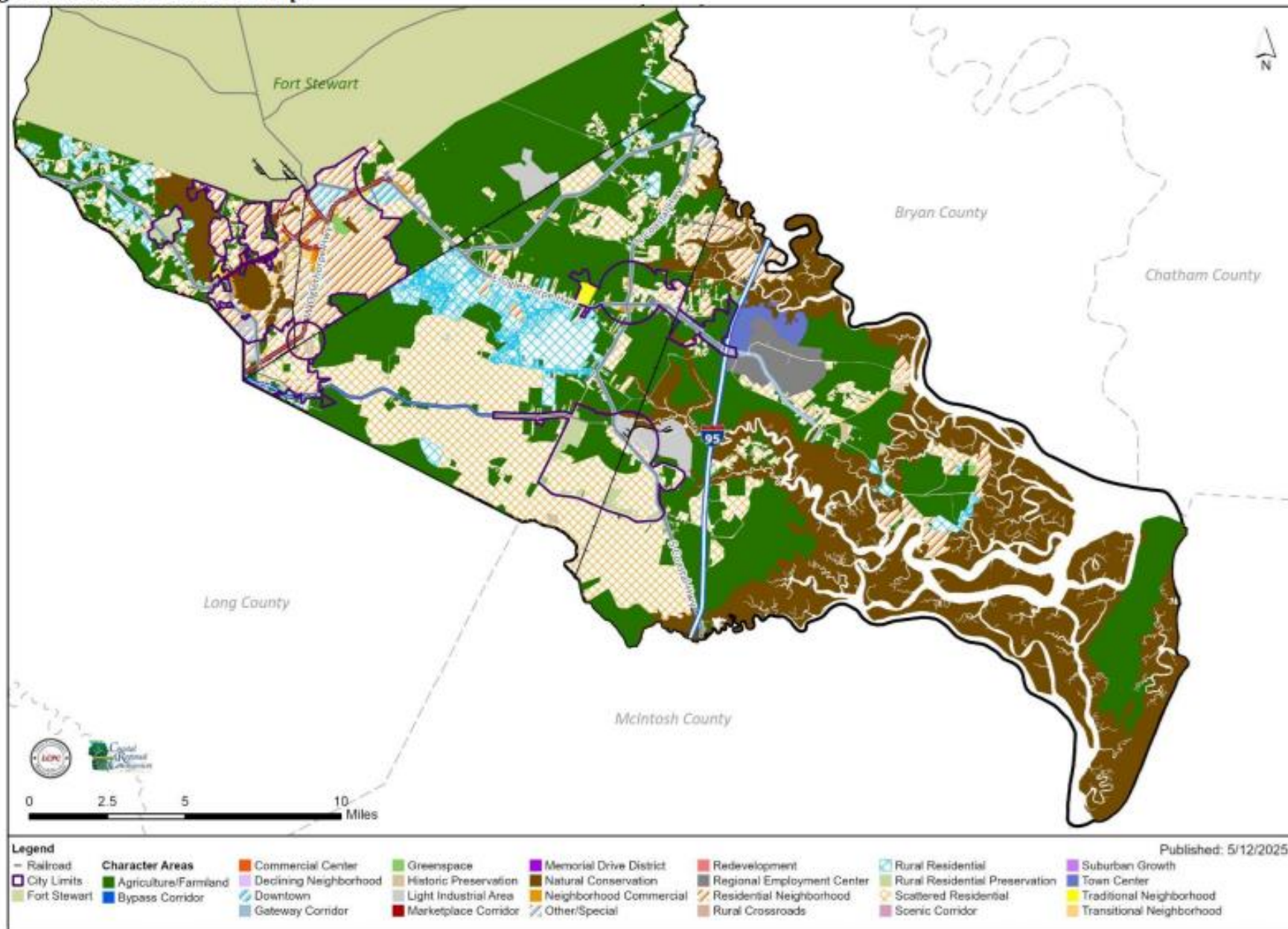
These are established residential areas characterized by walkable, compact development patterns with a strong traditional southern coastal character and sense of place. These neighborhoods are typically close to community amenities such as schools, parks, services, and shops. These areas often reflect historic or pre-suburban development patterns and are vital to a community's identity, offering a high quality of life, architectural character, and close-knit community dynamics.

Recommended Development Patterns

- Promote infill development.
- Additional pocket and passive parks.
- Encourage the preservation of existing trees.
- Provide affordable housing development incentives.
- Strong bicycle and pedestrian connectivity to encourage residents to walk or bike to work and shopping.
- Incorporate sidewalks for all new developments and retrofit existing sidewalks.
- Service retail should be encouraged, such as dry-cleaning, convenience stores, salons, or similar retail services.
- Higher-density developments should have direct access to arterial streets.
- Incorporate landscape buffers to preserve the traditional coastal southern natural character



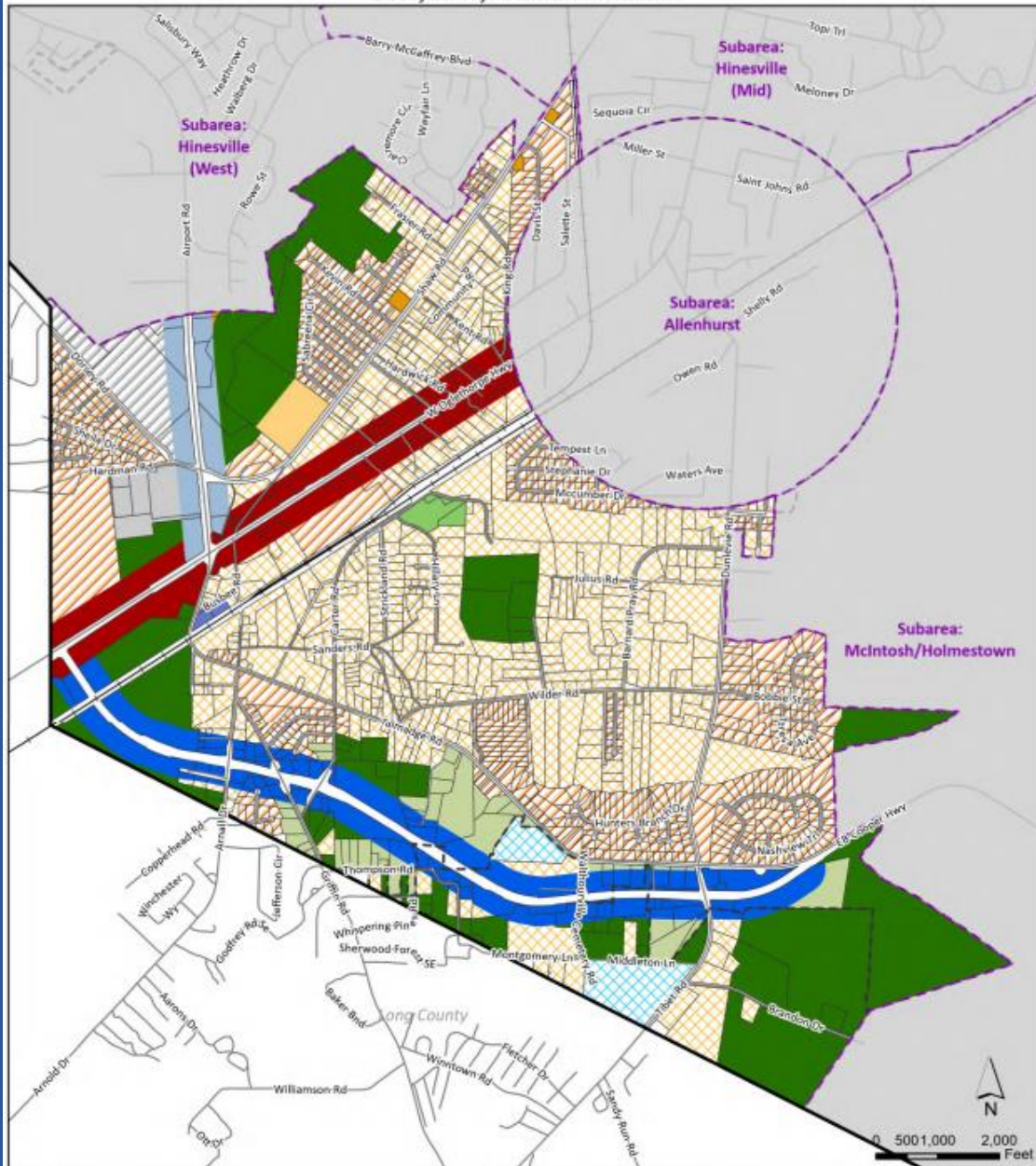
Figure 17. Character Areas Map.



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Character Areas

Liberty County - Subarea: Walthourville



Legend

City Limits	Character Areas	Greenspace	Neighborhood Commercial	Rural Residential Preservation
Subareas	Agriculture/Farmland	Light Industrial Area	Other/Special	Scattered Residential
	Bypass Corridor	Marketplace Corridor	Residential Neighborhood	Town Center
	Gateway Corridor	Natural Conservation	Rural Residential	Transitional Neighborhood

Published: 7/25/2024

Table 10. Hinesville Work Program.

Action Item (Hinesville)	Timeframe					Responsible Party	Estimated Cost	Funding Source
	2026	2027	2028	2029	2030			
Economic Development								
Expand Business Incubator	x	x	x	x	x	City Council	\$3 Million	SPLOST, GF, Grants
Natural & Cultural Resources								
Renovate Hineshaw Building	x	x	x	x	x	City Council, Friends of Hines Shaw Foundation, Historical Society	TBD	SPLOST, GF, Grants
Community Facilities & Services								
Redevelop and redesign the Amphitheater and park entrance at Bryant Commons	x	x				City Council, HDDA	\$1.5 Million	GF, SPLOST
Improvements at Irene B Thomas Park		x	x			City Council	TBD	HUD Entitlement Fund
Expand Public Works facility	x	x	x			City Council	\$2 Million	SPLOST, Grants
Establish an Event Center	x	x	x	x	x	City Council, LCBOC		SPLOST, Hotel/Motel Tax
Establish a Family Entertainment Center	x	x	x	x	x	City Council		Hotel/Motel Tax
Expand fire services to the new developments on the east side of Hinesville					x	City Council	TBD	GF, SPLOST, Impact Fees
Land Use & Development								
Develop a Development Impact Fee Ordinance	x					City Council	\$90,000	GF
Update Code of Ordinances	x	x	x	x	x	City Council	Staff Time	GF
Housing								
Conduct a Housing Study	x					City Council	TBD	GF
Complete Phase 3B of Azalea Street Redevelopment Project	x					City Council	\$2.1 Million	GF, Revolving Loan Fund, CDBG, CHIP, Citizen

Questions?

www.thelcpc.org





City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Westview Village Sidewalk Waiver
Prepared by: Mardee Sanchez
Presented by: Mardee Sanchez

PURPOSE: Request by Josh Wheeler to Waive the Requirement to Install Sidewalks in Westview Village on Crystal Lake Drive. (District #4)

BACKGROUND: Westview Village is a 41-lot single-family subdivision off Airport Road and Crystal Lake Drive. The street ends in a cul-de-sac on which there are no developable lots, only a detention pond and mailbox kiosk. The developer is requesting to not install sidewalk around the entirety of the cul-de-sac.

FUNDING: None

RECOMMENDATION:

ATTACHMENTS:

1. Sidewalk waiver

PREVIOUS COUNCIL DISCUSSION:

West View Village

Waiver for Sidewalk around Cul-de-sac

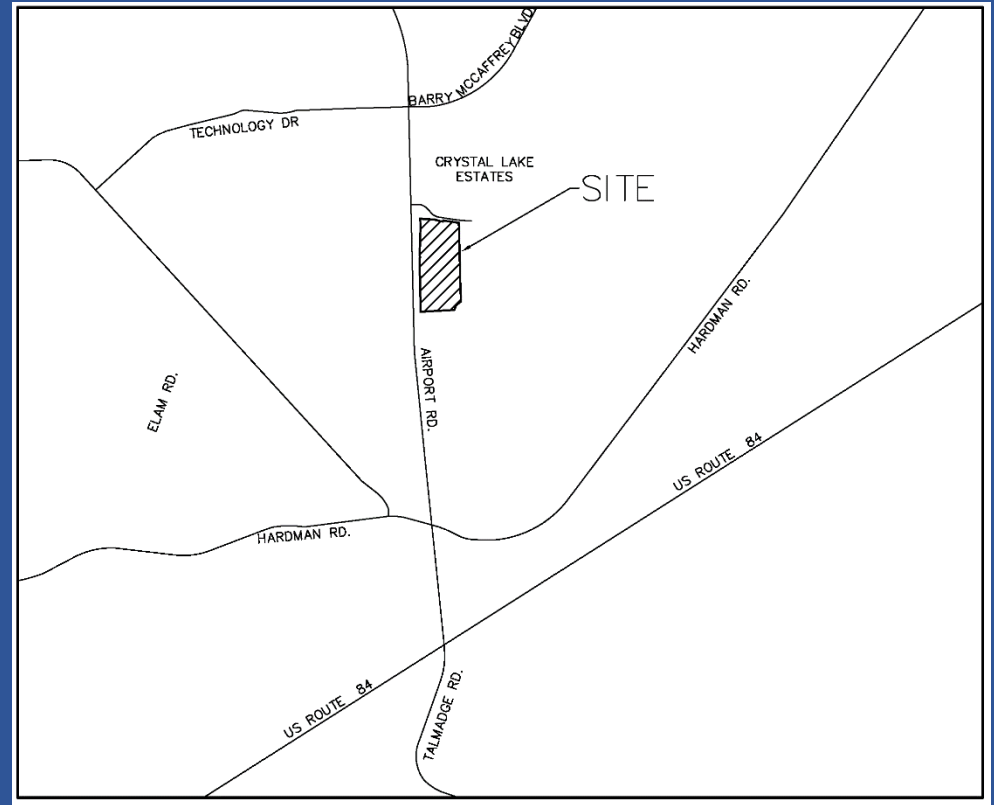
Developer:
Josh Wheeler

Engineer:
T.R. Long Engineering

Description:

- 36 single-family lots
- 10 $\frac{3}{4}$ ac.
- Zoned PUD

Location: Airport Rd. &
Crystal Lake Dr. (District #4)



Vicinity Map



Sidewalk Required

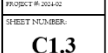
Sec. 504-9 Sidewalks and Crosswalks

- A. Sidewalks shall be installed on both sides of all new streets. Existing public streets that are included in or are adjacent to the development or subdivision shall be developed and improved to the same sidewalk standards as new streets. The governing authority may waive the requirement for a sidewalk where unusual conditions exist which eliminate the necessity for sidewalks. Where a waiver is granted, the developments may be required to provide for other means of pedestrian mobility and connectivity to adjacent parcels and developments.

Waiver Request

The proposed Westview Village subdivision is planned to have 36 rowhouses. The subdivision is designed to be a single road with a cul de sac at the end. As part of the Liberty County Unified Development Ordinances (UDO), the entirety of the road is required to provide a 2' grass strip and a 5' sidewalk. Due to the proximity of the cul de sac to the adjacent wetlands, we respectfully request a waiver to not be required to install sidewalk around the cul de sac, keeping in mind that it will be provided all along the front of the rowhomes on both sides of the road, as well as up to the mailbox cluster and the green space next to the pond. This modification will allow the construction of the cul de sac without using a retaining wall to keep the fill out of the wetlands.

Walthourville



[illegible]



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025

Agenda Item: Heritage Pointe Townhomes Ph. 1B

Prepared by: Mardee Sanchez

Presented by: Mardee Sanchez

PURPOSE: Request by Liberty Properties and Holdings, Co., LLC (Dryden) for Final Plat Approval and Acceptance of Dedications for a 65-lot Subdivision for Townhomes on Flemington Village Blvd. (District #2)

BACKGROUND: This is the last of the two phases for this townhome project which has 105 townhome lots. Dedications to the City include new streets and utilities and stormwater systems and their associated easements. Dedications to the HOA include common and detention areas.

FUNDING: None

RECOMMENDATION: Approval of the final plat and acceptance of dedications indicated on the plat for Heritage Pointe Townhomes Ph. 1B with standard conditions.

ATTACHMENTS:

1. Heritage Pointe Townhomes Ph 1B

PREVIOUS COUNCIL DISCUSSION:

Heritage Pointe Townhomes Ph. 1B

Final Plat and Dedications

Developer:

Liberty Properties &
Holdings, Co., LLC

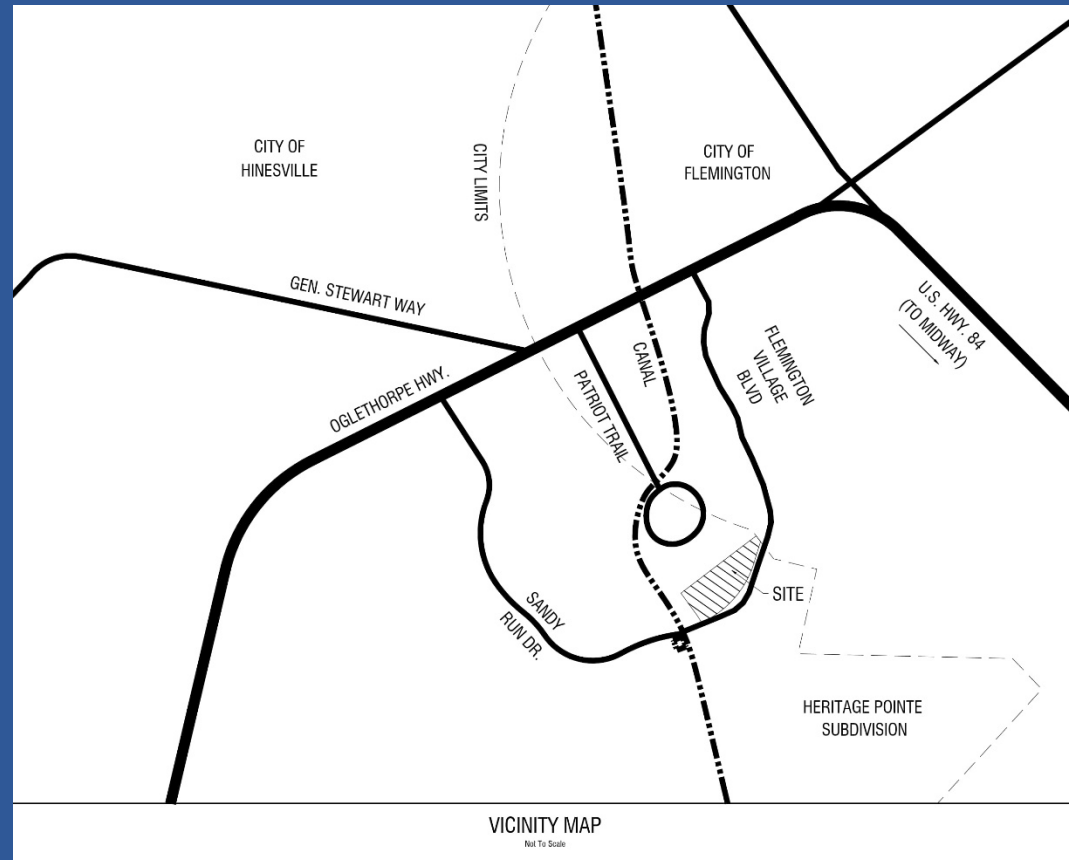
Engineer:

ME Sack Engineering

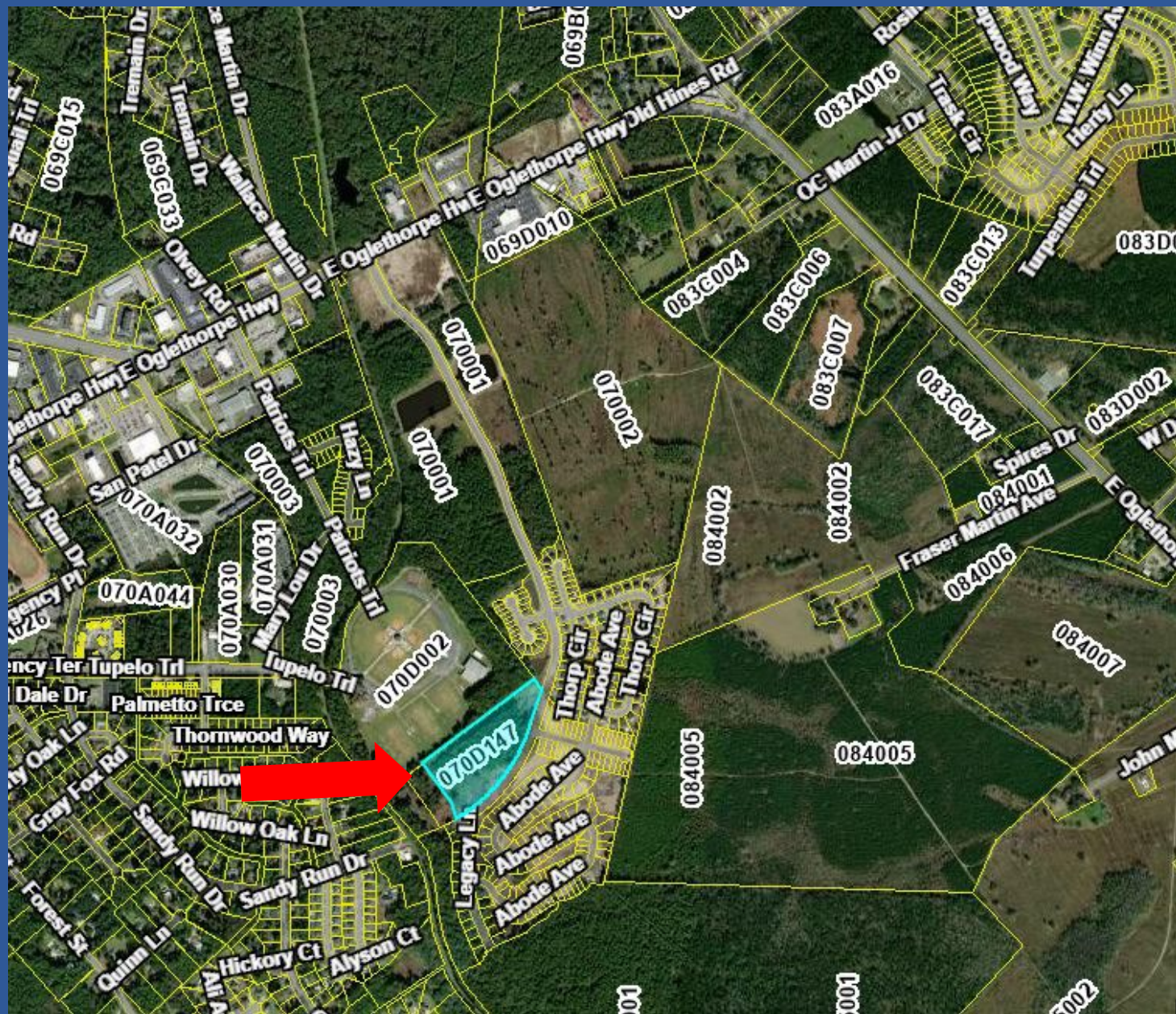
Description:

- 65 lots
- Townhomes
- Zoned PUD

Location: Flemington
Village Blvd. (District #2)



Vicinity Map



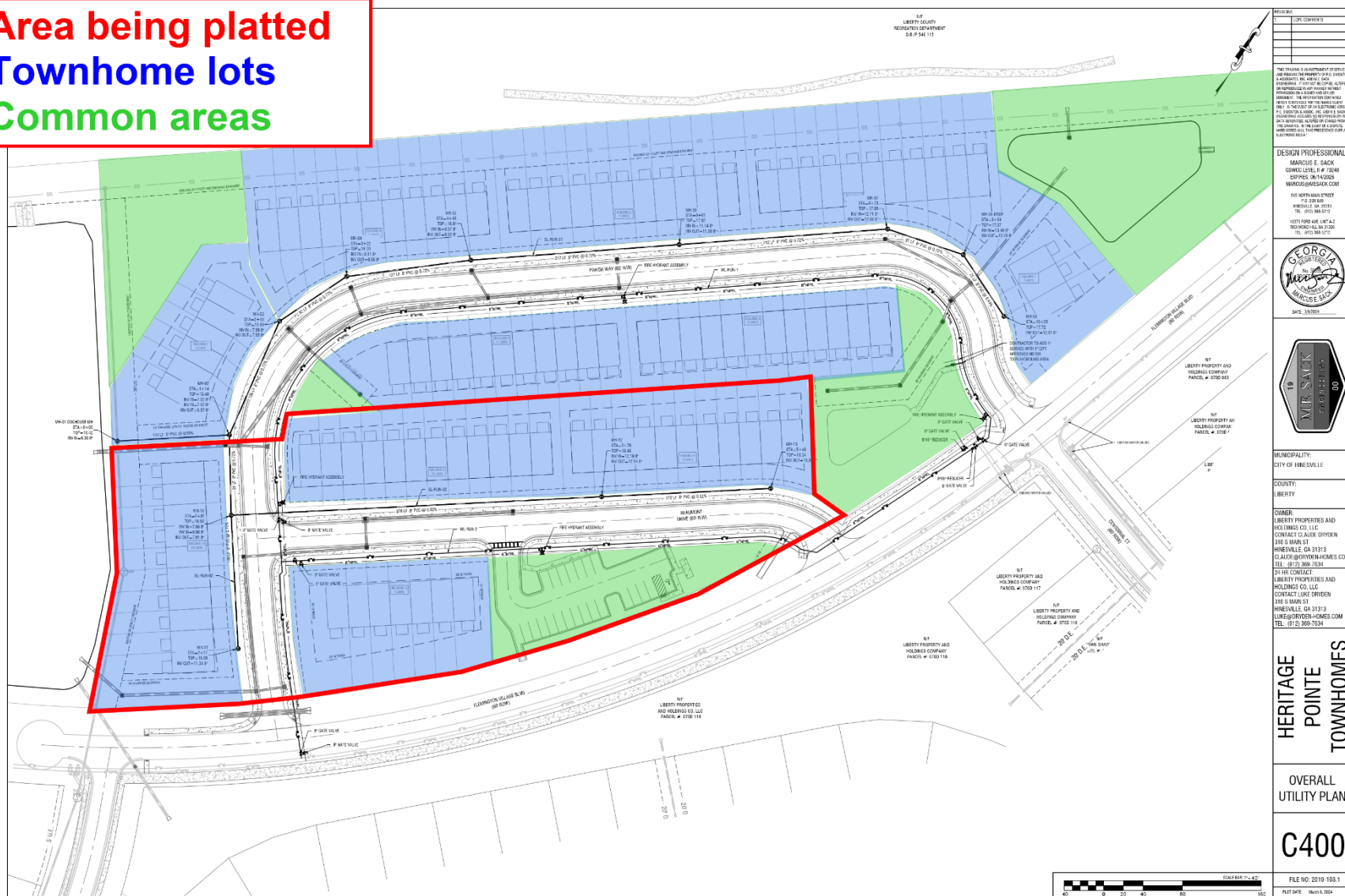
An aerial photograph of a residential neighborhood with yellow property lines. A large parcel, labeled 070D147, is highlighted in green. A red arrow points to the western boundary of this parcel. Surrounding streets include Flemingington Village Blvd, Abode Ave, Centennial Ct, Thorp Cir, Legacy Ln, Sandy Run Dr, and Whites End. Other parcel numbers visible are 070D002, 070D045, 070D046, 070D083, 070D118, 070D101, 070D210, 070D149, 070D039, 070D031, 070D032, 070D034, 070D035, 070D036, 070D037, 085001, 071B162, and 070D007. A baseball field is visible in the upper left corner.

Townhome Lot Standards

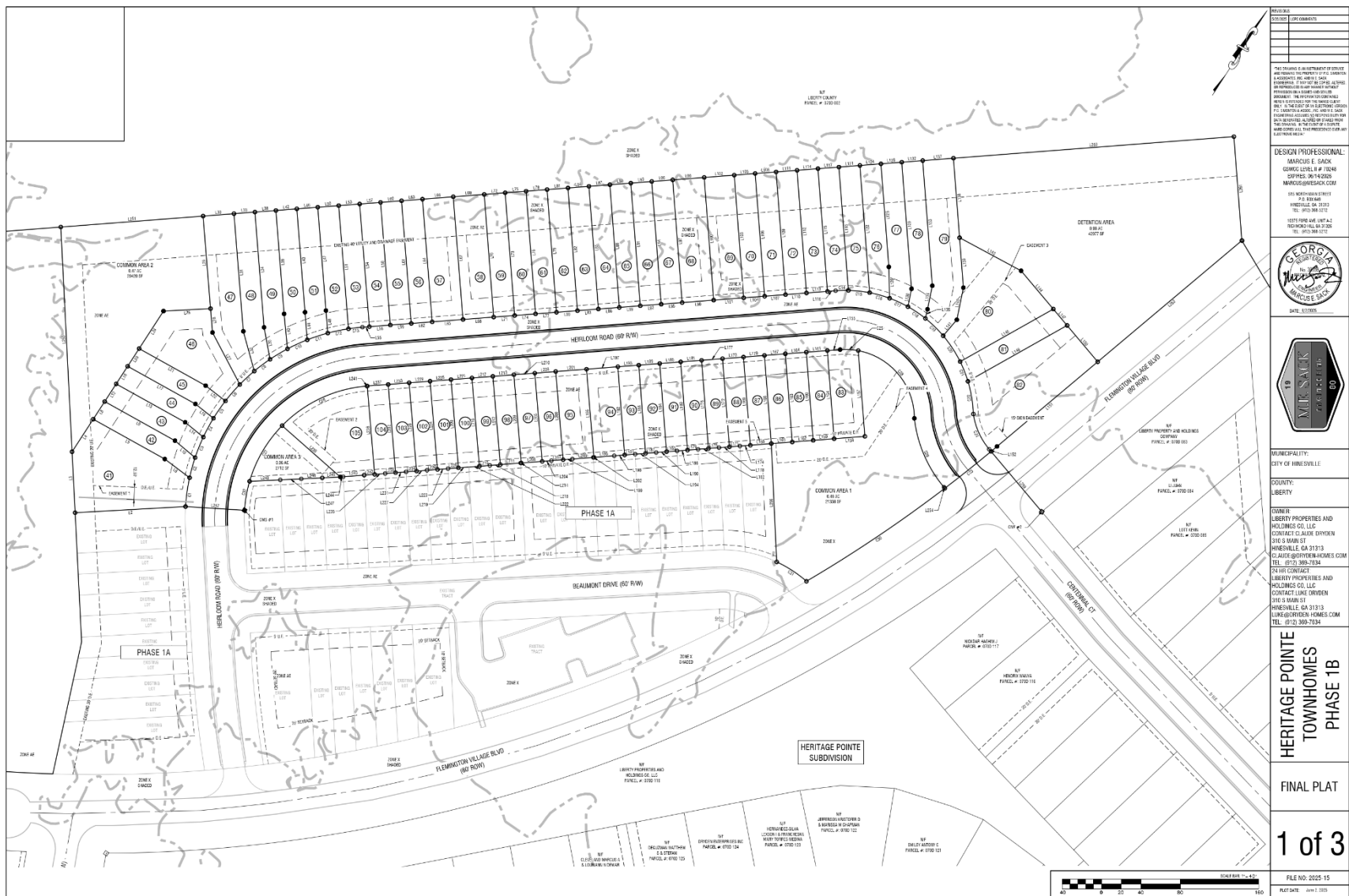
Development Standards:

Min Frontage	Min Area (SF)	Min Depth	Front Setback	Rear Setback
20'	1,600'	80'	20'	15'

Area being platted
Townhome lots
Common areas



Sheet 1 (lots)



Sheet 3 (signatures)

DEVELOPMENT STANDARDS:

USE TYPE	MIN. LOT AREA (SQ. FT.)	MIN. DEPTH	MIN. WIDTH	FRONT SETBACK	REAR SETBACK	SIDE YARD
TOWNHOME	1,800	60'	30'	20'	10'	10' (WHERE APPLICABLE)

LEGEND:

- 1" = 1' UTILITY EASEMENT
- 2" = 2' SPRAWL EASEMENT
- 3" = 3' ACCESS EASEMENT
- 4" = 4' SIDE EASEMENT
- 5" = 5' SIDE EASEMENT
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LEGEND:

- 1" = 1' UTILITY EASEMENT
- 2" = 2' SPRAWL EASEMENT
- 3" = 3' ACCESS EASEMENT
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LOCAL DEVELOPMENT TYPE:

TOWNHOME - 41-110

VICINITY MAP

Not To Scale

CERTIFICATE OF PLANNING COMMISSION

THIS SUBDIVISION PLAT HAS BEEN REVIEWED AND APPROVED BY THE CITY OF HERMITAGE, FLA. FOR CONFORMANCE WITH THE SUBDIVISION PLAT ACT, CHAPTER 1

Dedications to the City include:

- Heirloom Way (999 feet
- Water, reuse water, sewer and stormwater improvements and associated easements

Dedication to the HOA:

- Common and detention areas

The utilities and curb and gutter are installed. The installation of the remaining improvements are guaranteed by letters of credit in the following amounts:

- Primary improvements - **\$48,800**
(paving, striping and signage)
- Secondary improvements - **\$96,400**
(sidewalks and street trees)

A letter of credit in the amount of **\$93,000** for maintenance of the improvements is also in-hand.



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

IRREVOCABLE PERFORMANCE LETTER OF CREDIT #478008017

BENEFICIARY

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

APPLICANT

Dryden Enterprises, Inc.
310 S. Main St.
Hinesville, GA 31313
Project: Heritage Pointe Townhomes Phase 1B

ISSUE DATE: July 3, 2025

EXPIRATION DATE: July 3, 2026

ILOC #: 478008017

AMOUNT: \$48,800.00

We hereby establish our Irrevocable Letter of Credit #478008017 in your favor for the account of Dryden Enterprises, Inc., 310 S. Main St., Hinesville, Georgia 31313 for the sum or sums of U.S. dollars not exceeding a total of Forty-Eight Thousand Eight Hundred and 00/100 Dollars (\$48,800.00) and available upon presentation of your draft(s) drawn on BankSouth at sight and accompanied by the following:

1. A statement signed by the beneficiary indicating that payment has been requested and is due.
2. Certification that funds are required related to that Primary Performance Bond RE: paving, signage, and striping for the above-referenced Project or required as a cash bond to secure contained adherence to the terms.
3. Original of this Irrevocable Letter of Credit.

Draft(s) must be negotiated (or presented to drawee bank for payment) on or before July 3, 2026 or any extended date.

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

All drafts must be marked "Drawn on BankSouth, Irrevocable Letter of Credit #478008017."

Except as otherwise stated, this Irrevocable Letter of Credit shall be subject to and governed by the "Uniform Customs and Practice for Documentary Credit (2007 Revision)", International Chamber of Commerce Publication No. 600 (or any successor publication), and all drafts drawn thereunder shall be presentable at our office on 18 West Bryan Street, Savannah, in Chatham County, Georgia 31401.

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

Sincerely,

Laura Moore
Relationship Manager
BankSouth



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

IRREVOCABLE PERFORMANCE LETTER OF CREDIT #478008018

BENEFICIARY

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

APPLICANT

Dryden Enterprises, Inc.
310 S. Main St.
Hinesville, GA 31313
Project: Heritage Pointe Townhomes Phase 1B

ISSUE DATE: July 3, 2025

EXPIRATION DATE: July 3, 2026

ILOC #: 478008018

AMOUNT: \$96,400.00

We hereby establish our Irrevocable Letter of Credit #478008018 in your favor for the account of Dryden Enterprises, Inc., 310 S. Main St., Hinesville, Georgia 31313 for the sum or sums of U.S. dollars not exceeding a total of Ninety-Six Thousand Four Hundred and 00/100 Dollars (\$96,400.00) and available upon presentation of your draft(s) drawn on BankSouth at sight and accompanied by the following:

1. A statement signed by the beneficiary indicating that payment has been requested and is due.
2. Certification that funds are required related to that Secondary Performance Bond RE: sidewalks and street trees for the above-referenced Project or required as a cash bond to secure contained adherence to the terms.
3. Original of this Irrevocable Letter of Credit.

Draft(s) must be negotiated (or presented to drawee bank for payment) on or before July 3, 2026 or any extended date.

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

All drafts must be marked "Drawn on BankSouth, Irrevocable Letter of Credit #478008018."

Except as otherwise stated, this Irrevocable Letter of Credit shall be subject to and governed by the "Uniform Customs and Practice for Documentary Credit (2007 Revision)", International Chamber of Commerce Publication No. 600 (or any successor publication), and all drafts drawn thereunder shall be presentable at our office on 18 West Bryan Street, Savannah, in Chatham County, Georgia 31401.

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

Sincerely,

Laura Moore
Relationship Manager
BankSouth



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

IRREVOCABLE MAINTENANCE LETTER OF CREDIT #478008019

BENEFICIARY

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

APPLICANT

Dryden Enterprises, Inc.
310 S. Main St.
Hinesville, GA 31313
Project: Heritage Pointe Townhomes Phase 1B

ISSUE DATE: July 3, 2025

EXPIRATION DATE: July 3, 2027

ILOC #: 478008019

AMOUNT: \$93,000.00

We hereby establish our Irrevocable Letter of Credit #478008019 in your favor for the account of Dryden Enterprises, Inc., 310 S. Main St., Hinesville, Georgia 31313 for the sum or sums of U.S. dollars not exceeding a total of Ninety-Three Thousand and 00/100 Dollars (\$93,000.00) and available upon presentation of your draft(s) drawn on BankSouth at sight and accompanied by the following:

1. A statement signed by the beneficiary indicating that payment has been requested and is due.
2. Certification that funds are required related to that Maintenance Bond for the above-referenced Project or required as a cash bond to secure contained adherence to the terms.
3. Original of this Irrevocable Letter of Credit.

Draft(s) must be negotiated (or presented to drawee bank for payment) on or before July 3, 2027.

All drafts must be marked "Drawn on BankSouth, Irrevocable Letter of Credit #478008019."

Except as otherwise stated, this Irrevocable Letter of Credit shall be subject to and governed by the "Uniform Customs and Practice for Documentary Credit (2007 Revision)", International Chamber of Commerce Publication No. 600 (or any successor publication), and all drafts drawn thereunder shall be presentable at our office on 18 West Bryan Street, Savannah, in Chatham County, Georgia 31401.

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

Sincerely,

Laura Moore
Relationship Manager
BankSouth

Staff Recommendation

Heritage Pointe Townhomes Ph. B

APPROVAL of the FINAL PLAT

and

ACCEPTANCE of DEDICATIONS

noted on the Plat

with standard conditions

LCPC Standard Conditions

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



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025

Agenda Item: Rezoning Petition 2025-25-H
**This recommendation will be postponed until the August 7, 2025, City of Hinesville Council Meeting.*

Prepared by: Lori Parks

Presented by: Jeff Ricketson

PURPOSE: A rezoning petition has been submitted by D & G Development Group on behalf of owner Nancy Parker O'Neal to rezone 5.80 acres +/- from MFR to C-3 (Multi-family Residential to Highway Commercial) for a commercial facility. The property is located off of Flowers Drive and West Oglethorpe Highway in Hinesville and is further described as LCTM Parcel 059A193.

BACKGROUND: None

FUNDING: None

RECOMMENDATION:

ATTACHMENTS:

1. Rezoning Petition 2025-25-H - July 3, 2025

PREVIOUS COUNCIL DISCUSSION:

Rezoning Petition 2025-25-H

A rezoning petition has been submitted D & G Development Group on behalf of owner Nancy Parker O'Neal to rezone 5.80 acres +/- from MFR to C-3 (Multi-family Residential to Highway Commercial) for a commercial facility. The property is located off of West Oglethorpe Highway in Hinesville is further described as LCTM Parcel 059A193.

Public Notification

Rezoning Petition 2025-24-R

A rezoning petition has been submitted by owner Riceboro Holdings, LLC, to rezone 5.48 acres +/- of a 10.80 +/- parcel from AR-1 to I-1 (Agricultural Residential to Industrial) for a storage building. Property is located at 5918 S. Coastal Highway in Riceboro and is further described as a portion of LCTM Parcel 2208011. Property is bounded now or formerly as follows: NORTH by lands of Interstate Paper Corp. and St. George Timberland Holdings, Inc.; EAST by lands of Interstate Paper Corp., Kato Way Estate, True Vine Cog, Inc., and Willie and Sadie Mae Roberts; SOUTH by S. Coastal Highway; and WEST by lands of Matthew H. White and Delilah Way.

Rezoning Petition 2025-25-H

A rezoning petition has been submitted by Stefan Robichaux of D & G Development Group on behalf of owner Nancy Parker O'Neal to rezone 5.80 acres +/- from MFR to C-3 (Multi-family Residential to Highway Commercial) for a commercial facility. Property is located off of W. Oglethorpe Highway in Hinesville and is further described as LCTM Parcel 059A193. Property is bounded now and formerly as follows: NORTH by Flowers Drive; EAST by lands of Linda Spellman, Jeffery Whitehorn, Il Grass, Kimberly Payne and Barry and Yong Dorris; SOUTH by lands of Benjamin and Seavy O'Neal; WEST by W. Oglethorpe Highway.

Rezoning Petition 2025-26-LC

A rezoning petition submitted by Sharnesia Lewis to rezone 3.08 acres +/- from A-1 to R-8 (Agricultural to Single-family Residential-8) to be able to subdivide the lot into two one-acre tracts with one duplex on each. Property is located on E. Oglethorpe Highway and Pecan Lane in unincorporated Liberty County and is further described as LCTM Parcel 121098. Property is bounded now and formerly as follows: NORTH by lands of Hinesville Home Center, Inc., and Nathaniel Jones; EAST by lands of Oscar Shuman; SOUTH by lands of Windell Singleton and Nathaniel Jones; WEST by lands of Pecan Lane, Robbie Bacon and Horace Bacon, Jr., et al.

Variance Request 2025-27-F

A request has been submitted by owner VIP Liberty, LLC, (Dennis Patel) for a variance from the Tree Ordinance to allow the removal of two landscaped tree islands in the parking lot for the Hampton Inn. Property is located at 1148 E. Oglethorpe Highway in Flemington and is further described as LCTM Parcels 069C035 and 069C086. Property is bounded now and formerly as follows: NORTH by lands of W. F. Martin Estate; EAST by 1979 Hinesville, LLC and Southern Bread Properties, LLC; SOUTH by Southern Coastal Veterinary Properties, LLC; WEST by lands of Olive Road.

Rezoning Petition 2025-28-LC

A rezoning petition submitted by Goose Creek, LLC on behalf of owners James and Catina Ray and Arcadia Excavating, LLC (Ronald and Melissa Ray) to rezone 177 acres +/- of LCTM Parcel 139034 and 38 acres +/- of LCTM Parcel 139036

from AR-1 and A-1, respectively, to R-12 (Agricultural Residential to Agricultural, respectively, to Residential-12) for an expansion of the Arcadia Subdivision. The Ray property is located off Arcadia Drive and the Arcadia Excavating property is off Larry Coffey Road, both of which are in unincorporated Liberty County. Properties are bounded now and formerly as follows: NORTH by lands of Mark Floyd and other lands of James and Catina Ray and Willie Stevens Estate and other lands of James and Catina Ray; SOUTH by lands of Georgia Power, Liberty County Board of Commissioners, Samuel Bacon Estate, Lee Pierce, George Lloyd Estate, Calvin Barrett, Chad Smith, Ritchie Anderson, Felecia Holmes and Robert Gillard, Jacqueline Myles, and Johnny and Tammy Southwell and by other lands of James and Catina Ray; WEST by lands of James Felch and Jamie Parsell, Michael A. and Elaine M. Norris and Wilfredo Rodriguez and other lands of James and Catina Ray.

Public Hearings

The Liberty Consolidated Planning Commission will hold a public meeting on June 17, 2025, at 4:30 p.m. in the Council Chamber at Hinesville City Hall, located at 115 East M.L. King, Jr. Drive in Hinesville.

Public Hearings to be Held by the Applicable Governing Authority:
Tuesday, July 1, 2025, 6:00 p.m.

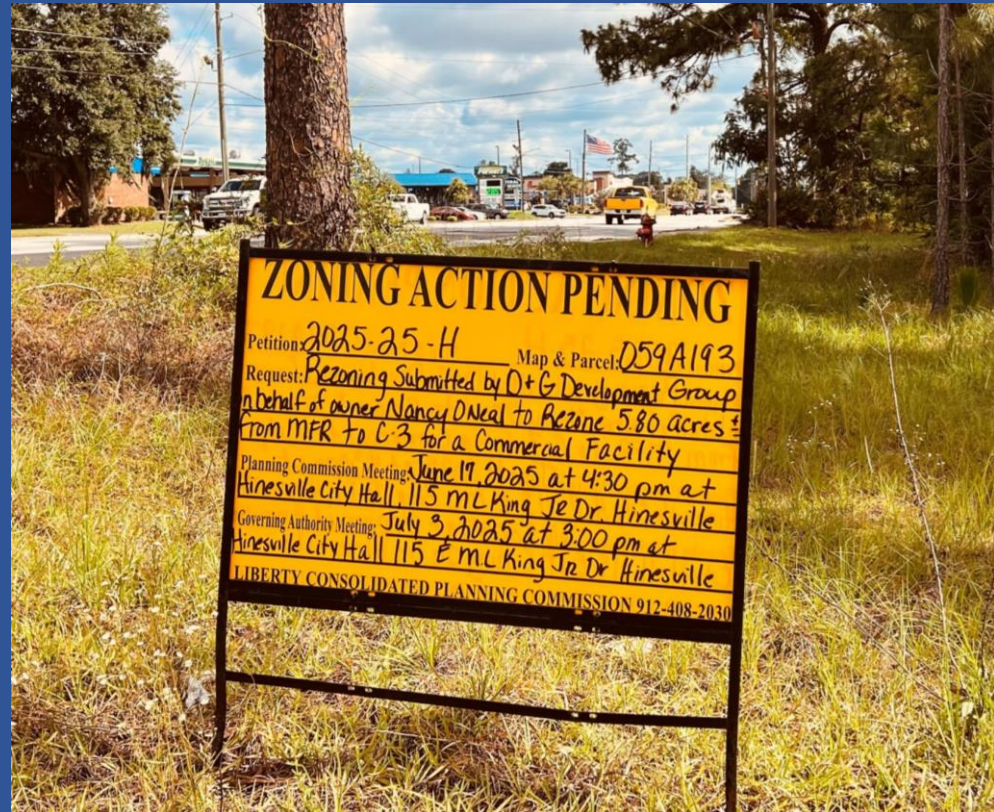
– The Riceboro City Council will meet at the Riceboro City Hall, 4514 South Coastal Highway, Riceboro.

Tuesday, July 1, 2025, 6:00 p.m. – The Liberty County Board of Commissioners will meet at the LC Courthouse Annex, 112 North Main Street, 2nd floor, Hinesville.

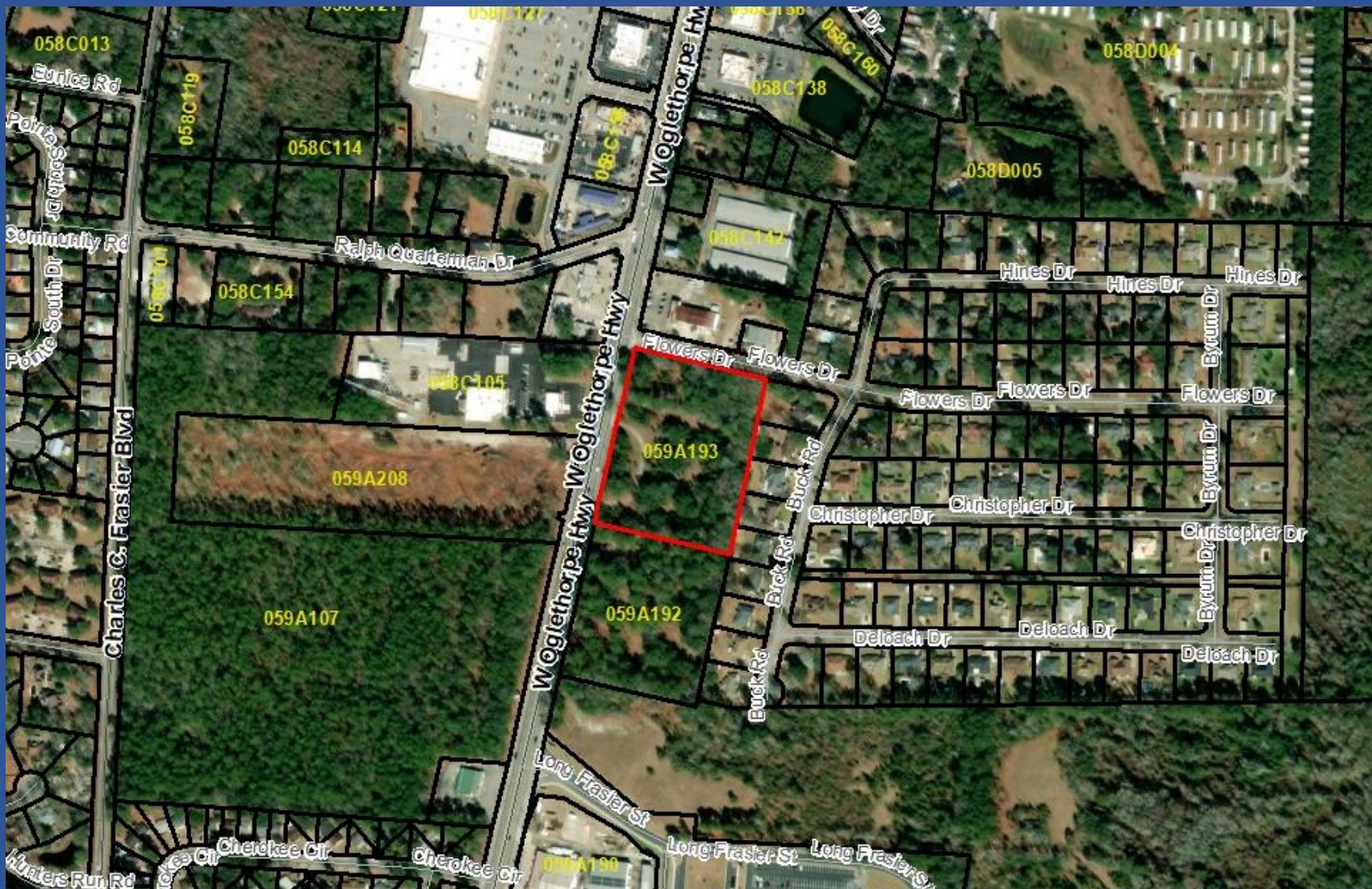
Thursday, July 3, 2025, 3:00 p.m. – The Hinesville City Council will meet at the Hinesville City Hall, 115 East M.L. King Jr. Blvd., Hinesville.

Tuesday, July 8, 2025, 4:30 p.m. – The Flemington City Council will meet at the Flemington City Hall, 156 Old Sunbury Road, Flemington.

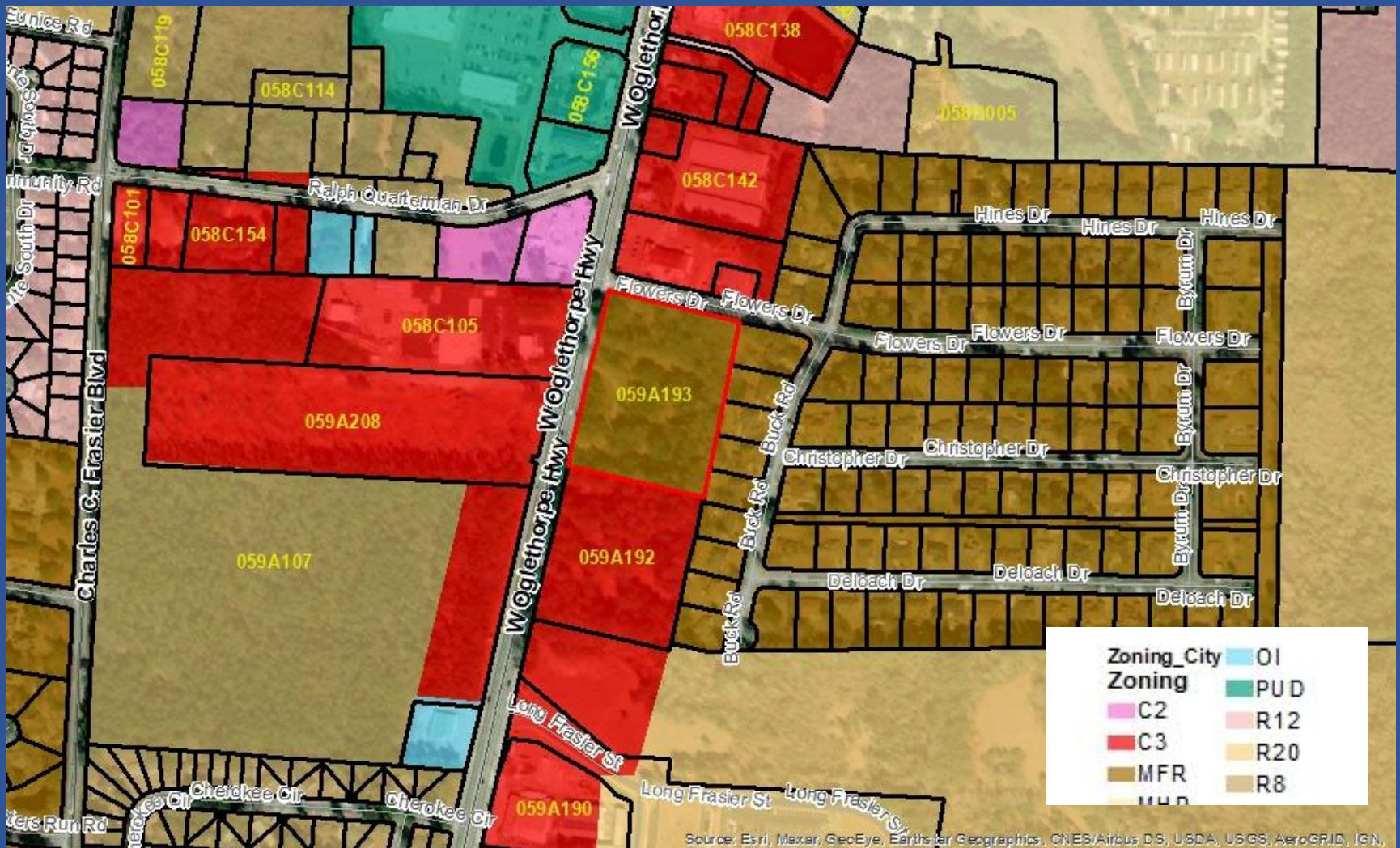
51026 5/29/25 RL



Vicinity Map



Zoning Map





Narrative

Project Narrative

Parcel # 059A193 on West Oglethorpe Highway Hinesville, Georgia

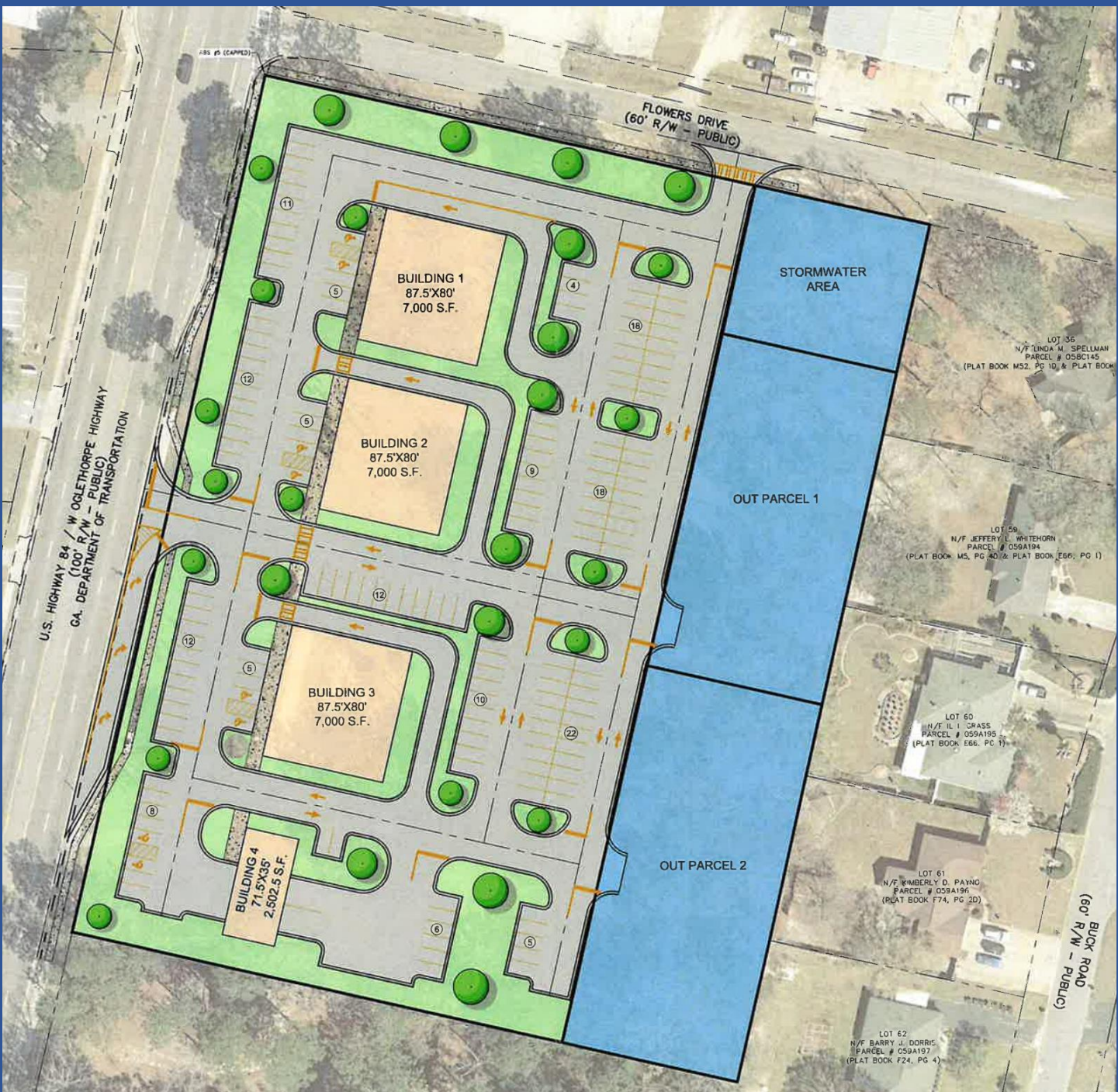
The subject property, tax parcel # 059A193, is located off West Oglethorpe Highway in Hinesville, Georgia. The property fronts along West Oglethorpe Highway and contains approximately 5.80 acres. The site is currently zoned for Multi-Family Residential.

The current zoning is MFR and the proposed zoning is C3, General Commercial. The proposed use will be for a retail center 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 West Oglethorpe Highway and Flowers Drive. Highway 84 access may be impacted by the future access control improvements along Highway 84.



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 identifies 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, drainage ponds and buffers will mitigate any negative effects in neighboring properties.*
5. Is the proposed use suitable in view of nearby uses?
 - *Yes, commercial uses are adjacent, except rear properties which will require proper buffers.*
6. Will the zoning proposal create an undue burden on transportation including streets and transit, and on schools, utilities, or the provision of public safety?
 - *No.*

Zoning Analysis

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

Zoning Analysis

10. Is this parcel in a flood hazard area?

- *No.*

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

- *No.*

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

- *Yes. This property was approved for rezoning to C-3 on May 4, 2023, and rezoned back to multifamily on September 7, 2023.*

LCPC Recommendation

Approval

Rezoning Petition 2025-25-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

- Light intrusion onto residential properties shall be minimized.
- A Type D buffer with 8-foot fence and a 25-foot wide preserved or planted vegetated buffer shall be installed against abutting residential properties.
- No drive-through service on out parcels.
- Only indoor retail and office uses on out parcels.

Special Condition Continued.

- Finalization of the legal transfer of the subject property shall occur within 90 days from the date of this rezoning, or rezoning will revert back to MFR (Multi-Family Residential District)

LCPC Recommendation

Approval

Rezoning Petition 2025-25-H

Conditions

Standard and Special



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025

Agenda Item: Resolution #2025-07 2025 Annual Action Plan

Prepared by: Temperance West

Presented by: Temperance West

PURPOSE: To Present for Mayor and Council Consideration, a request for authorization to submit the 2025 Annual Action Plan to the United States Department of Housing and Urban Development, 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 affordable housing and economic opportunities, and/or improve community facilities and services that benefit extremely low- to low-to-moderate income persons.

In order to remain eligible for this non-competitive funding, the City of Hinesville must file a Consolidated Plan every five year that outlines the City's priorities, objectives, and strategies over said time period. The current Consolidated Plan was adopted Annually, the City must file an Annual Action Plan that speaks to activities that will be undertaken within the specific fiscal year and which priorities connected to in the Consolidated Plan. The 2025 allocation is \$254,726 and has no match requirement.

The 5-year Consolidated Plan for 2024-2028 and 1st year Annual Action Plan was adopted on 07/01/2024 and outlined priorities, goals, and estimated funding for the 5-year period. This is the Year 2 Annual Action Plan and was published for public comment on June 02, 2025 through July 03, 2025, both online and in person. Public hearings were held on June 05, 2025 during the Council Meeting and on June 24, 2025 at 5:30 pm in Council Chambers. The plan is due to HUD by July 13, 2025.

FUNDING: \$254,726

RECOMMENDATION: Approve Resolution #2025-07

ATTACHMENTS:

1. 2025 Annual Action Plan Budget
2. 2025 Annual Action Plan Resolution #2025-07

PREVIOUS COUNCIL DISCUSSION:



**United States Department of Housing and Urban Development
Community Development Block Grant
2025 Annual Action Plan**

BUDGET

Project/Program	Amount
Owner Occupied Rehab	\$50,000
Public Infrastructure	\$95,572
Blight	\$20,000
Program Administration & Fair Housing	\$50,945
Public Service Agency Sub-Recipient Program	\$38,209
Total	\$254,726

Public Service Agency Awards	Amount
Senior Citizens	\$24,000
MedBank	\$14,209

Grant Allocation \$ 254,726
Match Required \$ 0

CITY OF HINESVILLE

RESOLUTION OF THE MAYOR AND CITY COUNCIL AUTHORIZING SUBMISSION OF THE 2025 ANNUAL ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Hinesville (City) is entitled to receive annual Community Development Block Grant (CDBG) Program funds directly; and

WHEREAS, pursuant to regulation of the United States Department of Housing and Urban Development (HUD), the City is required to submit a Consolidated Plan and an Annual Action Plan; and

WHEREAS, the Consolidated Plan is a comprehensive, long-term planning document that focuses limited resources on broad community goals and objectives, and ensures that the City's Federally funded programs function in a coordinated manner; and

WHEREAS, an Annual Action Plan is developed by the City each year utilizing available resources to address community goals and objectives identified in the long-range Consolidated Plan; and

WHEREAS, the City approved the 2024 - 2028 Consolidated Plan on June 20, 2025; and

WHEREAS, the 2025 Annual Action Plan defines projects and appropriates funding for the program year which runs from July 1, 2025 through June 30, 2026; and

WHEREAS, the requirements of the Citizen Participation Plan have been adhered to and that public participation in the development of the 2025 Annual Action Plan has been solicited.

NOW THEREFORE BE IT RESOLVED within the City of Hinesville, the MAYOR AND CITY COUNCIL OF THE CITY OF HINESVILLE, in open session do hereby:

- 1) Direct its Community Development Department to prepare and file application with all appropriate appendages, assurances, and certifications with the U.S. Department of Housing and Urban Development requesting funding under the Community Development Block Grant Program for Entitlement Cities; and
- 2) Designate and appoint the Mayor and City Council as agents and delegates of the City of Hinesville, Georgia for the purpose of applying for the above described funds; and
- 3) Authorize the Mayor to furnish all relevant information and sign all application forms and papers directly related to obtaining and administering the above grant on behalf of the City; and

- 4) Direct that all monies distributed from the above grant be utilized only for specifically designated and approved projects.

BE IT FURTHER RESOLVED that Karl A. Riles as Mayor of the City of Hinesville is duly authorized to execute this Resolution for the Mayor and on behalf of the City Council and hereby authorize general publication of the same and submission to HUD.

This ____ day of July, 2025

Karl A. Riles, Mayor

Vicky C. Nelson, Mayor Pro Tem

Diana F. Reid, Councilmember

Jason R. Floyd, Councilmember

Dexter L. Newby, Councilmember

José A. Ortiz, Jr., Councilmember

ATTEST:

Estella L. Roberson, City Clerk



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: ESG Surplus List
Prepared by: Darlene Parker
Presented by: Gary Gillard

PURPOSE: To Present for Mayor and Council Consideration, ESG Surplus List.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Surplus Equipment Summary List 6-2025

PREVIOUS COUNCIL DISCUSSION:

QUARTERLY SURPLUS EQUIPMENT - ESG AND CITY CLERK'S OFFICE				
ITEM DESCRIPTION	DATE	DEPARTME NT	ITEM NO.	REASON FOR SURPLUS
Grasshopper 400D	2018	Parks	SN: 6913467	No wheels; major deck damage; unit inop
Grasshopper 430D	2018	Parks	SN: 6414211	No wheels; major deck damage; unit inop
Grasshopper 430D	2018	Parks	SN: 5915907	Unit Inop; wheels; major deck damage
Grasshopper 430D	2018	Parks	SN: 6410443	Unit Inop; Missing wheels; Parts missing?
Exmark S-Series	2016	Parks	SN: 313656028	Inop/Accident
Ford F-250	2006	C/D	VN: 1FTNF20536ED03328	Service life expired; Steering linkage issues/Suspension issues
GRAY Vehicle Lift System – Model KL-20		Fleet	SN: 870-01024-10000002	Remote control communication issues

UNIT #3467



Unit #6028



Unit #5907





Unit #0443

Unit #3328





City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025

Agenda Item: Coastal Regional Commission
Aging Services Advisory Council

Prepared by: Rodonia Armstrong

Presented by: Kenneth Howard

PURPOSE: For Mayor and Council to make an appointment to the Coastal Regional Commission Aging Services Advisory Council.

BACKGROUND: Curles Butler's appointment to the Coastal Regional Commission Aging Services Advisory Council expires on June 30, 2025. Mr. Butler verbally stated that he would like to be reappointed to the board. **The membership of the board consists of persons over sixty (60) years of age, consumers, aging advocates, other interested individuals and local elected officials.**

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

1. Coastal Georgia Regional Development Commissions Aging
2. Coastal Regional Commission (Aging) Bylaws_revised_07_13

PREVIOUS COUNCIL DISCUSSION: June 6, 2019

Coastal Georgia Regional Development Commissions Aging Advisory Council						
APPOINTED BY	CURRENT APPOINTEES	RESIDES IN DISTRICT	TERMS SERVED	LENGTH OF TERM	TERM BEGAN	TERM EXPIRES
Mayor and Council	Curles Butler	4		3 years	07/21/2022	06/30/2025
	Created by CGRDC - (1 Member Over 60 years old)					

COASTAL REGIONAL COMMISSION AGING SERVICES ADVISORY COUNCIL

MISSION STATEMENT

The Aging Services Advisory Council is comprised of volunteers representing seniors, persons with disabilities, and caregivers residing in the Coastal Georgia region. Members of the Council are a diverse group of individuals possessing a wide-range of life skills, knowledge and experiences which serve to assist the Area Agency on Aging as it strives to:

- Meet the needs of seniors at risk
- Advocate for improved services for the elderly and disabled; and to
- Educate our elected officials and others about issues impacting the elderly and disabled.

The Council also seeks to further the endeavors of the Area Agency on Aging as it plans and coordinates services that promote independence and dignity for a most precious resource – our senior citizens.

ARTICLE I - NAME AND LOCATION

The name of this organization shall be the Aging Services Advisory Council of the Coastal Regional Commission. The counties to be served by this Council shall include Bryan, Bulloch, Camden, Chatham, Effingham, Glynn, Liberty, Long, and McIntosh.

ARTICLE II - PURPOSE

The purpose of the Advisory Council shall be to serve as the official advisory council for the Area Agency on Aging as required by law relative to help:

- a) Develop and administrate the area plan for aging programs.
- b) Conduct public hearings and/or community forums.
- c) Represent and advocate for the interests of older individuals.
- d) Review and comment on all community policies, programs, and actions which affect older persons.
- e) Assure maximum coordination of services to assist older persons to remain independent.

ARTICLE III - MEMBERSHIP

The membership of the Advisory Council shall consist of persons over 60 years of age, consumers, aging advocates, other interested individuals and local elected officials. Appointments are to be made in May of the year immediately during which a new Area Plan for Aging Services cycle will commence, with the term of office beginning July 1 of that year.

SECTION 1 - Consumer Representatives (20)

A minimum of 51% of the voting membership of the Advisory Council shall be persons 60 years of age and eligible for Title III Older Americans Act services.

The county commission from all nine counties shall appoint two consumer representatives; both over the age of 60 and at least one must be a minority representative. The City of Savannah shall also appoint two consumer representatives both over the age of 60 and at least one must be a minority representative.

Additional consumer representatives may be appointed by cities to assure adequate consumer representation of those cities with aging services at the request of the Coastal Regional Commission.

SECTION 2a - Other Interested Individuals (9)

A minimum of nine other representatives (one from each county) shall be appointed by the county commission to serve on the Advisory Council. These representatives should include health care providers, supportive service providers, persons with leadership experience in the private and voluntary sectors, and/or representatives of the general public interested in aging services.

SECTION 2b - Alternate members may be appointed with the approval of CRC; however, they have no voting rights unless the appointed member from that county is absent. Silver Haired Legislators elected from the coastal region will be considered alternates to the Council for the duration of their term(s) as delegates.

SECTION 3 - Total Representation

The total Advisory Council membership shall be a minimum of twenty-nine (29) representatives as outlined in Article III, SECTIONs 1 and 2.

SECTION 4 - Term of Membership

Each representative listed in Article III, SECTIONs 1 and 2 shall serve for three years. Membership shall be appointed in May and terms of membership shall commence on July 1 of the year appointed. Active council members may serve an unlimited number of consecutive terms as long as the member is actively attending council meetings. However, the city / county must reappoint the council member every three years.

SECTION 5 - Vacancies

Any vacancies occurring during a term of membership shall be filled for the duration of that membership term by obtaining a new representative as outlined in Article III, SECTIONs 1 and 2.

SECTION 6 - Termination of Service

Termination from serving on the Advisory Council shall be automatic if an individual member has three consecutive unexcused absences. After the second unexcused absence, the chairperson of the Advisory Council shall notify the individual, with a copy to the appointing governmental body, in writing of their pending termination upon missing a third consecutive meeting. If an individual misses the third consecutive unexcused meeting, their termination shall be automatic and a new representative will be obtained as detailed in Article III, SECTION 5.

SECTION 7 - Conflict of Interest

Appointed members may not be an employee of an agency or organization with a current contract for services with the Area Agency on Aging. Staff of current contractors are encouraged to attend Advisory Council meetings. Any elected officials appointed to the Advisory Council will be exempt from this provision.

ARTICLE IV - OFFICERS

SECTION 1 - Officers and Term of Office

The officers of the Advisory Council shall be a chairperson, vice chairperson, and secretary, and shall serve two years or until successors are elected. Officers shall serve no more than two consecutive terms in the same position.

SECTION 2 - Election

The officers shall be nominated and elected from among the representative listed in Article III, SECTIONs 1 and 2a. Members will elect officers by majority vote at the fourth (4th) meeting of the program year. The term of office shall commence in July, presiding at the first meeting of the next program year.

SECTION 3 - Nominations

Nominations shall be made by nominations from the floor. Nominations shall be made at the fourth Advisory Council meeting of the program year.

SECTION 4 - Vacancies

Vacancies occurring during an officer's term shall be filled for the remainder of the term at the next meeting of the Advisory Council through nomination from the floor and election of a qualified voting member.

SECTION 5 - Duties of Chairperson

- a) Preside over all meetings of the advisory council.
- b) Establish committees as deemed necessary with representation from each of the 9 counties.
- c) Appointment of chairpersons to all committees.
- d) Call all regular and special meetings of the council.

SECTION 6 - Duties of Vice Chairperson

- a) Carry out responsibilities of chairperson in his/her absence.
- b) Perform other duties as assigned by the chairperson.

SECTION 7 - Duties of Secretary

- a) Assure minutes are taken and maintain the file of minutes of all meetings.
- b) Assure the notices of all meetings, committee reports, and proposed amendments to the bylaws are mailed in a timely manner.
- c) Attend to general correspondence of the council.
- d) Preside at meetings in the absence of chairperson and vice chairperson.
- e) Perform other duties as assigned by the chairperson.

SECTION 8 - Termination of Office

Termination of office shall be automatic upon two consecutive, unexcused absences from meetings of the council by any elected officer or as the result of action by the Council.

ARTICLE V - MEETINGS

SECTION 1 - Regular Meetings

Regular meetings of the council shall be held quarterly at the time and day announced. Council members shall be notified by mail at least two weeks prior to the meeting. The time, place, and dates of regular meetings of the Advisory Council are posted according to the provisions of the public meeting law and meetings are open to the general public.

SECTION 2 - Special Meetings

Special meetings of the council shall be called by the chairperson on request by at least seven (7) members of the council, the Area Agency on Aging Director, or by the Executive Director of the Coastal Regional Commission. Written notice of the time, place, and purpose of such meetings shall be made at least two weeks in advance.

SECTION 3 - Quorum

A quorum shall be one third of the membership or a minimum of ten voting members of the Advisory Council.

ARTICLE VI - PARLIAMENTARY AUTHORITY

The rules contained in Robert's Rules of Order, Newly Revised shall govern the council in all cases in which they are applicable and consistent with these bylaws. The council may adopt any special rules of order by simple majority of a quorum of the membership. In all cases, common sense should serve as the ultimate authority.

ARTICLE VII - COMMITTEE STRUCTURE

SECTION 1 - Standing Committees

There will be three standing committees established to assist coordination of aging programs and development of the Area Plan:

- a) Program Committee
- b) Finance Committee
- c) Membership Committee

The council chairperson shall appoint chairpersons for each of these committees who must be a voting member of the Advisory Council. There will be a minimum of five voting council members appointed to each standing committee. These committees will meet as needed (and recruit other community membership to serve on the committees). Standing committees are to make timely reports of any action to the Advisory Council.

The Program Committee will make recommendations to the Council on any program adjustments during the course of the program year. At least two committee members will agree to serve on any Request for Proposal review teams established by the AAA. The committee will make recommendations to the full Council on Area Plan developments.

The Finance Committee reviews annual budgets and major budget revisions. At a minimum, the committee meets prior to adoption of the Area Plan and presents its report to

the full Council prior to approval.

The Membership Committee regularly reports on the status of any vacancies on the Council. Committee members agree to make efforts to identify persons to fill vacancies and report these recruitment efforts to the AAA Director.

SECTION 2 - Special Committees

The chairperson may appoint special committees as needed to study, plan, or implement the goals of the aging program.

ARTICLE VIII - ADOPTION

These bylaws shall become effective upon adoption by the Aging Services Advisory Council, and approval by the Area Agency on Aging Director and the Executive Director of the Coastal Regional Commission.

ARTICLE IX - AMENDMENTS

Amendments to these bylaws may be made by a majority vote of a quorum of voting members and approval of such an amendment by the Executive Director of the Coastal Regional Commission. Members of the Advisory Council should receive notification of such recommended changes to the bylaws ten (10) days prior to a regularly scheduled advisory council meeting.

ARTICLE X - BUDGET LIMITATIONS

The Advisory Council is an advisory body to the Area Agency on Aging and shall not have assigned staff, budget, or an office. Indirect staff support will be provided within budget guidelines of the aging program and at the discretion of the Coastal Regional Commission.

ARTICLE XI - OPEN MEETING LAW

In accordance with the 1988 amendments (Act 916) concerning open meetings, the Coastal Regional Commission will notify the general public through the media, as well as city and county government, of the Aging Services Advisory Council meetings. All meetings will be open to the public.

ARTICLE XII

OFFICIAL DOCUMENTS AND MINUTES OF THE COUNCIL SHALL BE MAINTAINED AT THE AREA AGENCY ON AGING.



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025

Agenda Item: Historic Preservation Commission Committee

Prepared by: Rodonia Armstrong

Presented by: Kenneth Howard

PURPOSE: To Present for Mayor and Council Consideration, the Historic Preservation Commission Appointments to be filled by the Mayor, District 1 and District 4. These appointments expired on May 30, 2025.

BACKGROUND: The Commission shall consist of six (6) members appointed by the Mayor and City Council, with each such elected official responsible for the selection of one (1) Commission member. The District appointments that are due for reappointment are as such:
Mayor – Christy Wheeler
District 1 – Gregory Grant

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. Section 5-252 Creation of a Historic Preservation Commission
2. Historic Preservation Commission Board

PREVIOUS COUNCIL DISCUSSION:

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

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

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

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

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

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

Historic Preservation Commission - Board Liaison Michelle Ricketson

APPOINTED BY	CURRENT APPOINTEES	RESIDES IN DISTRICT	TERMS SERVED	LENGTH OF TERM	TERM BEGAN	TERM EXPIRES
Mayor Brown	Christi Wheeler			3 Years	02/04/2021	05/02/25
CM Reid	Gregary Grant	1		3 Years	05/02/2019	05/02/25
CM Floyd	Ashley Dykes Dickerson	2		3 Years	07/18/2025	03/02/28
MPT Nelson	Tom Reese	3		3 Years	05/04/2025	05/02/28
CM Jenkins	Karen Bell	4		3 Years	05/18/2023	05/02/26
CM Ortiz	Jay Johnson	5		3 Years	05/04/2025	05/02/28

City Code Section 5-252(b)



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Live Oak Public Library Board
Prepared by: Rodonia Armstrong
Presented by: Kenneth Howard

PURPOSE: For Mayor and Council to make appointments to the Live Oak Public Library Board.

BACKGROUND: Aminata T. Morris and Krystal Britton-Hart appointments to the Live Oak Library Board will expire on June 30, 2025. These appointments are made by Mayor and Council. Individuals may serve on this Board for three (3) successive three-year terms. At the end of June these individuals will have only served one (1) term and are eligible to be reappointed.

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

1. Constitution Liberty County Library Board of Trustees

PREVIOUS COUNCIL DISCUSSION: July 18, 2018, March 4, 2021 and May 19, 2022

CONSTITUTION OF THE LIBERTY COUNTY LIBRARY BOARD OF TRUSTEES

ARTICLE I. NAME

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

ARTICLE II. PURPOSE

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

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

ARTICLE III. CONSTITUENCY

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

ARTICLE IV. LEGAL AUTHORITY

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

ARTICLE V. COUNTY LIBRARY BOARD OF TRUSTEES

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

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

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

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

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

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

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

ARTICLE VI. OFFICERS

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

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

ARTICLE VII. COMMITTEES

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

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

ARTICLE VIII. AMENDMENT OF THE CONSTITUTION

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

Adopted: October 16, 1989

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

BYLAWS OF THE LIBERTY COUNTY LIBRARY BOARD OF TRUSTEES

ARTICLES I. DUTIES AND RESPONSIBILITIES OF BOARD MEMBERS

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

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

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

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

ARTICLE II. DUTIES OF THE OFFICERS

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

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

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

ARTICLE III. MEETINGS

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. STAFF

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

ARTICLES V. REPORTS

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

ARTICLE VI. ATTENDANCE

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

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

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

ARTICLE VII. AMENDMENTS

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

Adopted: October 16, 1989

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



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025

Agenda Item: Court Street & Bagley Ave Sewer Replacement

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: To Present for Mayor and Council Consideration, bids to replace the existing failed concrete sewer pipe on Court Street and Bagley Ave. between Welborn Street and S. Main Street.

BACKGROUND: Both streets have concrete sewer mains probably installed in the 1950s or 1960s.

In both locations, TV crews have confirmed that the pipe is mostly deteriorated with only the forms dirt hole being used to transport sewage.

The Court St Sewer Replacement Project was previously approved by City Council as part of the Downtown Terrace project.

The project was advertised and bids opened on June 26, 2025. We received two bids:

- SEC Sitework \$ 853,570.00
- Taylors Creek Construction \$ 1,124,850.00

SEC Sitework did pre-qualify for comparable projects in the past.

FUNDING: Water and Sewer Fund

RECOMMENDATION: Award the project to SEC Sitework for \$853,570.00

ATTACHMENTS:

1. Court Street & Bagley Ave bid tab

PREVIOUS COUNCIL DISCUSSION:

Court Street Sewer Replacement

SE # 2024-42

Bid Items

I Certify that this tabulation is a true
and representation of the bids
received on June 26, 2025

SEC Site work

Taylors Creek

Item No.	Estimated Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
Miscellaneous							
1							
A.	1	LS	Locate and Investigate Existing Infrastructure Prior to Beginning		\$5,000.00		\$10,000.00
B.	1	LS	Bypass Pumping		\$10,000.00		\$16,000.00
C.	1	LS	Traffic Control		\$5,000.00		\$100,000.00
D.	1	LS	Mobilization		\$10,000.00		\$12,000.00
Drainage							
2							
A.	40	LF	Replace Existing 18" RCP	\$80.00	\$3,200.00	\$150.00	\$6,000.00
B.	4	LF	Conn. New Pipe to Structure	\$625.00	\$2,500.00	\$1,000.00	\$4,000.00
Pavement							
3							
A.	3,000	SY	Mill Existing Asphalt	\$6.00	\$18,000.00	\$6.00	\$18,000.00
B.	3,000	SY	Crusher Run	\$31.00	\$93,000.00	\$35.00	\$105,000.00
C.	3,000	SY	Asphalt Paving	\$35.00	\$105,000.00	\$25.00	\$75,000.00
D.	200	LF	C&G Removal	\$10.00	\$2,000.00	\$60.00	\$12,000.00
W. Court Street Sewer							
4							
A.	5	LF	Replace Existing Manholes	\$6,000.00	\$30,000.00	\$8,000.00	\$40,000.00
B.	1	EA	New Manhole	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00
C.	2	EA	Conn to Exist MH	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00
D.	16	EA	10" x 4" Service	\$2,000.00	\$32,000.00	\$750.00	\$12,000.00
E.	2	EA	10" x 6" Service	\$2,215.00	\$4,430.00	\$750.00	\$1,500.00
F.	450	LF	4" Service Pipe	\$20.00	\$9,000.00	\$25.00	\$11,250.00
G.	80	LF	6" Service pipe	\$33.00	\$2,640.00	\$25.00	\$2,000.00
H.	1,200	LF	10" Sanitary Sewer	\$60.00	\$72,000.00	\$80.00	\$96,000.00
Water							
5							
A.	16	EA	8"x 3/4" Water Service Conn.	\$1,000.00	\$16,000.00	\$500.00	\$8,000.00
B.	1,200	LF	R&R Water Services	\$6.00	\$7,200.00	\$30.00	\$36,000.00
Erosion & Sediment Control							
6							
A.	1,200	LF	Silt Fence	\$6.00	\$7,200.00	\$8.00	\$9,600.00
B.	1	EA	Const. Exit (Lay Down Yard)	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
C.	1	LS	Conc. Washout	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
Total					\$452,670.00		\$596,350.00

Bagley Ave. Sewer replacement

SE #2025-60

Bid Items

I Certify that this tabulation is a
true and representation of the
bids received on June 26, 2025

SEC Site Work

Taylors Creek

Item No.	Estimated Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
1			Miscellaneous				
A.	1	LS	Locate and Investigate Existing Infrastructure Prior to Beginning		\$5,000.00		\$10,000.00
B.	1	LS	Bypass Pumping		\$10,000.00		\$24,000.00
C.	1	LS	Traffic Control		\$5,000.00		\$62,900.00
D.	1	LS	Mobilization		\$10,000.00		\$10,000.00
2			Drainage				
A.	40	LF	Replace Existing 18" RCP	\$80.00	\$3,200.00	\$150.00	\$6,000.00
B.	40	LF	Replace CMP with 34"x 53" RCP	\$200.00	\$8,000.00	\$300.00	\$12,000.00
C.	2	EA	Conn. New 18" Pipe to Structure	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00
D.	2	EA	Conn New large pipe to Structure	\$3,000.00	\$6,000.00	\$8,000.00	\$16,000.00
3			Pavement				
A.	1,500	SY	Mill Existing Asphalt Over sewer	\$6.00	\$9,000.00	\$6.00	\$9,000.00
B.	1,500	SY	Crusher Run	\$31.00	\$46,500.00	\$35.00	\$52,500.00
C.	3,000	SY	Asphalt Paving Overlay	\$35.00	\$105,000.00	\$25.00	\$75,000.00
D.	50	LF	C&G Removal & Replacement	\$60.00	\$3,000.00	\$60.00	\$3,000.00
4			Bagley Ave. Sewer				
A.	5	LF	Replace Exisitng Manholes	\$6,000.00	\$30,000.00	\$8,000.00	\$40,000.00
B.	2	EA	Conn to Exist MH	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00
C.	15	EA	8" x 4" Service	\$1,700.00	\$25,500.00	\$750.00	\$11,250.00
D.	2	EA	8" x 6" Service	\$2,000.00	\$4,000.00	\$750.00	\$1,500.00
E.	450	LF	4" Service Pipe	\$20.00	\$9,000.00	\$25.00	\$11,250.00
F.	100	LF	6" Service pipe	\$33.00	\$3,300.00	\$25.00	\$2,500.00
G.	1,200	LF	8" Sanitary Sewer	\$60.00	\$72,000.00	\$85.00	\$102,000.00
5			Water				
A.	16	EA	6"x 3/4" Water Service Conn.	\$1,000.00	\$16,000.00	\$500.00	\$8,000.00
B.	1,200	LF	R&R 3/4" Water Services	\$6.00	\$7,200.00	\$30.00	\$36,000.00
6			Erosion & Sediment Control				
A.	1,200	LF	Silt Fence	\$6.00	\$7,200.00	\$8.00	\$9,600.00
B.	1	EA	Const. Exit (Lay Down Yard)	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
C.	1	LS	Conc. Washout	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
Total					\$400,900.00		\$528,500.00



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025

Agenda Item: Failing Drainage Infrastructure Replacement Project

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: To Present for Mayor and Council Consideration, the Project that will replace failed drainage system components to include pipes and structures at five locations throughout the City.

BACKGROUND: A List of failed Drainage Infrastructure is created as the problems are discovered by ESG or other City Staff or reported by the Public.
Locations included in this Bid project include:

- Sequoia Circle Drainage Pipe replacement (split 50% with CC Gilliard)
- Drainage System behind Coca Cola Bldg
- Fox Haven Pipe Failed in Roadway (Funded by CC Gilliard)
- Byrum Drive Failed pipe
- Flora Ellen Failed pipe (Funded by CC Walden)
- San Patel Circle Drainage and Pavement Repair. (Funded by CC Walden)

The projects were bid and bids opened on June 26, 2025.
Two Bids were received

- SEC Sitework \$ 507,938
- Taylors Creek Const. \$709,990

FUNDING: Funding:

Funding from County Commissioner Gilliard and Walden = \$232,565.00 (CC Gilliard = \$195,135 and CC Walden = \$37,430.00)
City Share = \$275,373.00 (TSPLOST/SPLOST)

RECOMMENDATION: Award the contract to SEC Site work for \$507,938.00

ATTACHMENTS:

1. 2024-182 Bid tab

PREVIOUS COUNCIL DISCUSSION:

Failing Infrastructure Pipe
Replacement

I Certify that this tabulation is a true
and representation of the bids
received on June 26, 2025

Bid Items

Coca Cola Bldg

SEC Site Work

Taylors Creek

Item	Estimated Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
1	200	SY	Asphalt & Base Removal & Replace	\$130.00	\$26,000.00	\$100.00	\$20,000.00
2	1	LS	Clearing & Grubbing		\$5,000.00		\$90,000.00
3	2	EA	Remove and Replace Drain Structure	\$5,500.00	\$11,000.00	\$9,800.00	\$19,600.00
4	1	EA	Remove and reset HW	\$5,500.00	\$5,500.00	\$6,500.00	\$6,500.00
5	375	LF	48" HP HDPE Pipe	\$270.00	\$101,250.00	\$270.00	\$101,250.00
6	60	SF	Conc R&R	\$20.00	\$1,200.00	\$40.00	\$2,400.00
7	30	LF	C&G Remove & Repl	\$50.00	\$1,500.00	\$60.00	\$1,800.00
8	300	LF	Type N Silt fence	\$6.00	\$1,800.00	\$8.00	\$2,400.00
9	10	SY	Rip Rap	\$200.00	\$2,000.00	\$190.00	\$1,900.00
10	1	LS	Mobilization		\$10,643.00		\$4,000.00
			Subtotal		\$165,893.00		\$249,850.00

Fox Haven

Item	Estimated Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
1	280	SY	Asphalt & Base Removal & Replace	\$216.00	\$60,480.00	\$100.00	\$28,000.00
2	1	LS	Clearing & Grubbing		\$1,000.00		\$20,000.00
3	4	EA	Remove and Replace Drain Structure	\$5,500.00	\$22,000.00	\$6,500.00	\$26,000.00
4	1	EA	18" HW	\$8,750.00	\$8,750.00	\$3,500.00	\$3,500.00
5	126	LF	18" RCP Pipe	\$75.00	\$9,450.00	\$110.00	\$13,860.00
6	60	LF	18" HP HDPE Pipe	\$65.00	\$3,900.00	\$80.00	\$4,800.00
7	80	LF	C&G Remove & Repl	\$50.00	\$4,000.00	\$60.00	\$4,800.00
8	100	LF	Type S Silt fence	\$10.00	\$1,000.00	\$10.00	\$1,000.00
9	100	LF	Type N Silt fence	\$6.00	\$600.00	\$8.00	\$800.00
10	1	LS	Traffic Control		\$3,000.00		\$12,500.00
11	1	LS	Mobilization		\$7,500.00		\$2,000.00
			Subtotal		\$121,680.00		\$117,260.00

Hines and Byrum

Item	Estimated Quantity	Units	Description	Unit Price	Total	Unit Price	Total
1	30	SY	Asphalt & Base Removal & Replace	\$216.00	\$6,480.00	\$100.00	\$3,000.00
2	1	LS	Demo + Clearing & Grubbing		\$5,000.00		\$26,000.00
3	2	EA	18" HW	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00
4	1	EA	Catch Basin	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00
5	2	EA	Concrete Flumes	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00
6	48	LF	18" RCP	\$90.00	\$4,320.00	\$110.00	\$5,280.00
7	70	LF	24" C&G	\$55.00	\$3,850.00	\$60.00	\$4,200.00
8	100	LF	Type N Silt fence	\$6.00	\$600.00	\$8.00	\$800.00
9	1	LS	Mobilization		\$3,275.00		\$1,200.00
			Subtotal		\$36,025.00		\$56,480.00

Flora Ellen

Item	Estimated	Units	Description	Unit	Total	Unit	Total
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	Quantity			Price	Price	Price	Price
1	1	EA	Conn to Exist CB	<u>\$2,500.00</u>	<u>\$2,500.00</u>	<u>\$7,000.00</u>	<u>\$7,000.00</u>
2	1	LS	Demo + Clearing & Grubbing		<u>\$1,000.00</u>		<u>\$28,000.00</u>
3	1	EA	18" HW	<u>\$8,750.00</u>	<u>\$8,750.00</u>	<u>\$3,500.00</u>	<u>\$3,500.00</u>
4	160	LF	18" HP HDPE Pipe	<u>\$65.00</u>	<u>\$10,400.00</u>	<u>\$110.00</u>	<u>\$17,600.00</u>
5	250	SY	Sod	<u>\$12.00</u>	<u>\$3,000.00</u>	<u>\$15.00</u>	<u>\$3,750.00</u>
6	100	LF	Type N Silt fence	<u>\$6.00</u>	<u>\$600.00</u>	<u>\$8.00</u>	<u>\$800.00</u>
7	1	LS	Mobilization		<u>\$2,000.00</u>		<u>\$1,200.00</u>
			Subtotal		<u>\$28,250.00</u>		<u>\$61,850.00</u>

San Patel Dr. Repair

Item	Estimated Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
1	10	SY	Cut Asphalt & Remove	<u>\$250.00</u>	<u>\$2,500.00</u>	<u>\$100.00</u>	<u>\$1,000.00</u>
2	1	LS	Seal Around Pipe in Outside Structure		<u>\$1,000.00</u>		<u>\$5,000.00</u>
3	1	LS	Back Fill Hole		<u>\$2,500.00</u>		<u>\$5,000.00</u>
4	10	SY	Base and Pavement to Patch Hole	<u>\$250.00</u>	<u>\$2,500.00</u>	<u>\$100.00</u>	<u>\$1,000.00</u>
5	1	LS	Mobilization		<u>\$680.00</u>		<u>\$1,000.00</u>
			Subtotal		<u>\$9,180.00</u>		<u>\$13,000.00</u>

Sequoia Circle

Item	Estimated Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
1	75	SY	Asphalt & Base Removal & Replace	<u>\$216.00</u>	<u>\$16,200.00</u>	<u>\$100.00</u>	<u>\$7,500.00</u>
2	1	LS	Clearing & Grubbing		<u>\$2,500.00</u>		<u>\$54,000.00</u>
3	5	EA	Remove and Replace Drain Structure	<u>\$5,500.00</u>	<u>\$27,500.00</u>	<u>\$6,500.00</u>	<u>\$32,500.00</u>
4	1	EA	New Headwall (24")	<u>\$5,000.00</u>	<u>\$5,000.00</u>	<u>\$3,500.00</u>	<u>\$3,500.00</u>
5	1	EA	New Conc FES	<u>\$2,500.00</u>	<u>\$2,500.00</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>
6	140	LF	18" HP HDPE Pipe	<u>\$65.00</u>	<u>\$9,100.00</u>	<u>\$80.00</u>	<u>\$11,200.00</u>
7	46	LF	18" RCP	<u>\$75.00</u>	<u>\$3,450.00</u>	<u>\$110.00</u>	<u>\$5,060.00</u>
8	350	LF	24" HP HDPE	<u>\$80.00</u>	<u>\$28,000.00</u>	<u>\$90.00</u>	<u>\$31,500.00</u>
9	46	LF	24" RCP	<u>\$85.00</u>	<u>\$3,910.00</u>	<u>\$115.00</u>	<u>\$5,290.00</u>
6	50	SF	Conc R&R	<u>\$20.00</u>	<u>\$1,000.00</u>	<u>\$40.00</u>	<u>\$2,000.00</u>
7	200	LF	Regrade Existing Ditch	<u>\$15.00</u>	<u>\$3,000.00</u>	<u>\$15.00</u>	<u>\$3,000.00</u>
8	375	LF	Fence Removal & Replace	<u>\$20.00</u>	<u>\$7,500.00</u>	<u>\$60.00</u>	<u>\$22,500.00</u>
9	500	LF	Type N Silt fence	<u>\$6.00</u>	<u>\$3,000.00</u>	<u>\$8.00</u>	<u>\$4,000.00</u>
10	20	SY	Rip Rap	<u>\$200.00</u>	<u>\$4,000.00</u>	<u>\$150.00</u>	<u>\$3,000.00</u>
11	1	LS	Grassing & Sod		<u>\$15,000.00</u>		<u>\$19,400.00</u>
12	1	LS	Traffic Control		<u>\$5,000.00</u>		<u>\$14,000.00</u>
13	1	LS	Mobilization		<u>\$10,250.00</u>		<u>\$5,000.00</u>
			Subtotal		<u>\$146,910.00</u>		<u>\$224,950.00</u>

Total All Projects				<u>\$507,938.00</u>		<u>\$723,390.00</u>
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City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Animal Control Services
Intergovernmental Agreement
Prepared by: Christy Deloach
Presented by: Kenneth Howard

PURPOSE: To present the draft Animal Control Services Intergovernmental Agreement between Liberty County and the City of Hinesville.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

1. Draft IGA for Animal Control Services

PREVIOUS COUNCIL DISCUSSION:

**STATE OF GEORGIA
COUNTY OF LIBERTY**

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
LIBERTY COUNTY, GEORGIA,
AND
THE CITY OF HINESVILLE, GEORGIA,
REGARDING ANIMAL SERVICES
(OCTOBER 1, 2025 – DECEMBER 31, 2035)**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “**Agreement**”), is made and entered into as of the ____ day of _____, 2025 (the “**Effective Date**”), by and between **LIBERTY COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the “**County**”) and the **CITY OF HINESVILLE, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Board of Commissioners (hereinafter referred to as “**City**”).

W I T N E S S E T H:

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section II, Paragraph III, that a county may exercise certain specified supplementary powers, including, but not limited to, services pertaining animal services through a contract with the affected municipality; and

WHEREAS, the County and the City have determined that having the County to provide animal services within the City is in the best interest of both parties and their citizens and is otherwise in furtherance of the objectives of the Service Delivery Law; and

WHEREAS, the County and City have determined that this Agreement serves the best interest of all parties and their citizens including, but not limited to, the health, welfare, and safety of the residents and citizens of the County and City; and

WHEREAS, under the provisions of the aforementioned Service Delivery Law and the Constitution of the State of Georgia, Article IX, Section III, Paragraph I, and Article IX, Section II, Paragraph III, the County and the City may contract with each other for the services described herein.

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

SECTION 1. TERM AND RENEWAL

1.1. Term. This Agreement shall be for a term of ten (10) years, beginning on **INSERT DATE**, and expiring, at midnight, on **INSERT DATE**.

1.2. Renewal. The County and City may continuously renew this Agreement (including the services described hereunder) upon the expiration of this Agreement on **INSERT DATE**, for additional period(s) not to exceed fifty (50) years. Any such renewal shall require both the County and City to approve and execute a written amendment to this Agreement stating the terms and conditions of such renewal. Under no circumstances shall this Agreement be amended so that the term of this Agreement, including any and all renewal terms or periods, exceeds fifty (50) years.

SECTION 2. ANIMAL SERVICES

2.1. Animal Services. The County is willing and the City desires for the County to provide specified animal services within the City as follows:

(a) Starting on ~~October 1, 2025~~, and continuing until the end of the term of this Agreement on ~~December 31, 2035~~, County shall provide animal services within the City as described herein.

(b) This Section 2 and the animal control services to be provided by the County under this Agreement, as described herein, shall only apply and are limited to animal services related to dogs and cats that are located within the City.

(c) During the term of this Agreement and to the extent possible and permissible under applicable laws and ordinances, the County shall use reasonable efforts to:

(i) provide services for the pick-up, housing, adoption, and disposal of dogs and cats located in the City as set forth in the City animal services ordinance;

(ii) provide an annual report, to the City identifying the number of citations issued, calls received, and cases addressed located inside the City Limits no later than forty-five (45) after the end of the fiscal year;

(iii) enforce throughout the City and on the City's behalf the provisions of the City of Hinesville Animal Services Ordinance, as amended from time to time, excluding specifically, however, any noise and/or barking related ordinance(s);

(iv) provide the animal services described herein at a level and in a manner that is the same as comparable animal services provided by the County in unincorporated Liberty County; and

(v) have response times for the animal services described herein be the same as response times of the County for comparable animal services in unincorporated Liberty County. **Staff will respond to a call within 1 hour, notwithstanding an emergency.**

(d) The animal services described herein shall be provided by the County as needed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding County holidays, and any applicable furlough days that may be instituted by County; provided however, the County shall retain exclusive control over the hours and manner of operation of the Liberty County Animal Services Facility, which shall maintain hours open to the public and be generally operated as deemed appropriate by County. The days and hours described herein are subject to change during the term of this Agreement in accordance with the policy of Liberty County Animal Services. County will notify City of any such change.

(e) On weekends, and weekdays between the hours of 5:00 p.m. and 8:00 a.m., County animal services officers will use reasonable efforts to respond to calls from City Police for assistance pertaining to an injured dog or cat or a dangerous or vicious dog running at large. The determination of injured dog or cat and dangerous or vicious dog running at large under this Section 3.1.(e) shall be made by assigned County personnel in consultation with City Police. City shall ensure that the definitions of “dangerous dog” and “vicious dog” in its Animal Services Ordinance are consistent with the definitions for “dangerous dog” and “vicious dog” set forth in O.C.G.A § 4-8-21.

(f) City and County shall use reasonable efforts to maintain and/or amend their Animal Services Ordinances so that they are consistent, and to the extent possible, uniform with each other’s animal services ordinances. In addition, to the extent allowed by law, City shall amend its Animal Services Ordinances to the extent necessary and/or take whatever other reasonable formal action(s) as may be necessary and/or appropriate (e.g., adoption of a resolution) to provide County animal services officers with the authority to enforce City Animal Services Ordinances and issue citations for violations of same. City shall also adopt any other ordinance amendments that are necessary and/or appropriate to carry out the intent and purpose of this Section and permit County personnel assigned under this Agreement to perform the services described herein. It shall be City’s duty and responsibility to ensure that its Animal Services Ordinances are compliant with all applicable state and federal laws. City shall not make any amendments or changes to its Animal Services Ordinance during the term of this Agreement without notifying, consulting, and receiving the approval of the County.

(g) Any fines received by the City for violations of the City’s Animal Services Ordinance that were enforced by the County under this Agreement shall be submitted to and retained by the County.

(h) County is authorized to charge fees to the public for animal services that it

provides hereunder. To the extent possible and to the extent that there is a comparable service provided by the County in the unincorporated area, County shall charge the same rates and fees for services offered inside the City and/or services pertaining to city animal services as it charges for those comparable services provided outside the City and/or county animal services. All such fees collected by County for animal services will be paid directly to and retained by Liberty County. Such fees may include, but are not necessarily limited to reclaim fees, boarding fees, adoption fees, and pick-up fees. Any donations shall be retained by County. If any City ordinances need to be amended, or other action taken by the City, to allow County to collect, retain, charge, or change any fees described in this Section 3, City shall amend its Animal Services Ordinances, or take such other action as is necessary, to permit same.

(i) County shall provide all available and reasonable equipment, motor vehicle(s), facility(ies), and personnel, which in its discretion, are needed to carry out its basic functions and duties within the City under this Section. All such equipment, vehicle(s), and facility(ies) shall be and remain under the exclusive control and ownership of County. City Police shall provide aid and assistance to County Animal Services, as may be needed from time to time by County Animal Services in the performance of its functions and duties under this Agreement.

(j) All County personnel assigned under this Section shall work under the sole direction of County and shall be assigned duties by County. The personnel and hours needed to administer the services provided for in this Section shall be in the County's sole discretion. County personnel assigned to perform work hereunder shall wear the uniform and drive the vehicle(s) as issued by County, if any.

(k) All County animal services officers, as well as any other County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All animal services officers, as well as any other County personnel assigned under this Agreement are and will continue to be part of the Liberty County chain of command structure.

(l) The Liberty County Animal Services Director will direct and manage the daily animal services operations in the City and will supervise the delivery of animal services contracted for in this Agreement. Any requests from the City for specific animal services consistent with this Agreement shall be communicated (preferably in writing via email) as soon as possible from the City Manager, or his/her designee, to the Liberty County Animal Services Director, or his/her designee.

(m) On behalf of the City, the County shall use reasonable efforts to enforce throughout the City all provisions of the City of Hinesville Animal Services Ordinance, as amended from time to time. The City shall provide all attorneys and legal counsel needed or required in the City Municipal Court, Liberty County Superior Court, Liberty County State Court, and/or any other applicable court for the prosecution of citations

issued by the County on behalf of the City. Unless agreed to in writing by County and City, other than issuing citations for violations of the City's Animal Services Ordinance and having appropriate Animal Services personnel appear in court for such citations, County shall not be responsible under this Agreement for pursuing or enforcing any federal or state laws or regulations pertaining to animal control or services, dog control, or otherwise, or any other local laws or ordinances on behalf of the City, nor shall County be responsible for pursuing any equitable or other legal relief in any state or federal court on behalf of the City under this Agreement. Except as specifically described in this Agreement, nothing contained herein shall alter the parties' public safety jurisdiction, responsibilities for enforcing applicable federal, state, or local laws or ordinances, or other governmental authority or duties within the City.

(n) County animal services officer(s) assigned to the City shall take and City shall administer or help facilitate the administration of any and all applicable oaths by an official authorized to administer such oaths, as may be necessary and prescribed by or under law, ordinance, and/or the City's Charter in order for such County animal services officer(s) to undertake the animal services duties pursuant to this Agreement and enforce the animal services ordinances of the City of Hinesville. Every animal services officer of the County assigned to the City shall still be deemed to be an animal services officer of the County while performing the services, duties, and responsibilities hereunder and is vested with the powers of the County that are necessary to provide the animal services within the scope of this Agreement. Such animal services officers shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City or the County, to issue citations incident to the enforcement of the applicable County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the applicable ordinances of the City and the County is made for the sole and limited purpose of giving official and lawful status to the performance of animal services provided by County animal services officers within the City of Hinesville. Animal services officers shall enforce applicable City and County animal services ordinances and violations of City and County animal services ordinances and may appear in the Municipal Court of the City of Hinesville as necessary for animal services citation cases made within the City. City agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the County animal services officers working within the City.

(o) The County and City agree that at least thirty (30) days prior to the start of the term of this Agreement, the County Manager and City Manager will meet and discuss the needs and anticipated level of service to be provided in accordance with the terms of this Agreement. City and County agree to cooperate with each other to the fullest extent necessary to fully effectuate the intent and purpose of this Section and, City agrees to also make City personnel available to County, if necessary, to provide for the services set forth herein.

SECTION 3. COMPENSATION AND CONSIDERATION

3.1. Compensation and Consideration.

(a) As additional and further consideration to the County for the services that it will provide pursuant to this Agreement, the County shall receive any and all fines received by the City for violations of the City's Animal Services Ordinance that are enforced by the County under this Agreement and any and all fees collected from and through animal services provided under this Agreement.

(b) County and City acknowledge and agree to pay \$60,000.00 annually for the staffing of an additional person for enhanced services.

(c) County shall invoice the City bimonthly for cost incurred due to enhanced services.

SECTION 4. AUDIT PROVISIONS

4.1. Agreement to Maintain Records. The County, regarding the costs and services provided for in Section 2 of this Agreement shall maintain accurate and complete books, records, and other documents, including but not limited to calls, work orders and invoices which document the amount and calculations of, as applicable, the costs incurred pursuant to and during each year occurring up and until the termination of this Agreement. The County shall maintain the books, records, and other documents in conformance with generally accepted record-keeping principles. Such books, records, and other documents shall be kept at or accessible from the Liberty County Clerk's office or other such department responsible for maintaining such books, records, and other documents.

4.2. Periodic Monitoring Meeting. The City and the County shall conduct periodic meetings to review, analyze, discuss the level and costs of the Services provided in Sections 2 of this Agreement. Either Party can request a meeting for the purposes of this Section, and shall do so in writing addressed to the other Party.

4.3. Periodic Review for Additional Kennel Space. The City and the County shall monitor the collection of canines due to these enhanced services to ascertain whether additional kennel space is needed. In the event that additional kennel space is needed due to enhanced services, the City shall pay half of the cost associated with acquiring new kennel space.

SECTION 5. MISCELLANEOUS

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

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

any prior inquiries) the following:

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

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

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

The representations and warranties contained in this Section 6 shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees

that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this Agreement.

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

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

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

5.6. 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.

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

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

5.9. Relationship of Parties. Notwithstanding anything in this Agreement to the

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

5.10. Survival of Representations. All terms, conditions, covenants, representations, and warranties contained in this Agreement, or any certificate or other writing delivered pursuant hereto or in connection herewith, as well as the adoption of the Ordinance(s) contemplated herein shall survive any termination of this Agreement indefinitely (or for any lesser period as may be stated herein). The adoption of the Ordinance(s) contemplated herein shall also survive any termination of this Agreement until amended by the applicable governing authority.

5.11. Notices. Other than service request communications from the City Manager, or his/her designee, (and County responses thereto) pursuant to Sections 2(l) and 3(l), and except when specifically set forth otherwise herein, whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response and/or action to any notice, demand or request must be given and/or taken shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be. Either party shall have the right to change its address(es) for notice hereunder to any other location within Liberty County, Georgia by the giving of thirty (30) days written notice to the other party in the manner set forth hereinabove.

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

5.13. Remedies.

(a) Should any dispute of any kind whatsoever arise under or about this Agreement (including but not limited to disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken), the parties shall first attempt to resolve such dispute through informal discussion, which shall at a minimum include, but not necessarily be limited to, at least one informal discussion and conference between the County Manager and City Manager.

(b) In the event that such informal discussion(s) do not resolve the dispute and one party believes that the other has breached, is breaching, has attempted or threatened to breach any of the provisions or terms of this Agreement, the non-breaching party, prior to seeking any judicial, administrative, or other formal enforcement of the provisions and terms of this Agreement must give formal notice of same to the other party and a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or possible breach. If the breach and/or potential or possible breach specified in such notice is cured within said thirty (30) day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or possible breach specified in such notice shall be deemed to exist.

(c) Any claim, controversy or dispute arising under this Agreement between the County and City that cannot be settled as provided in subsections (a) and (b) above, may be submitted to non-binding mediation and/or binding arbitration upon mutual agreement and consent of both the County and City; provided, however, mediation and/or arbitration shall not be a prerequisite to either party seeking such other relief as provided for under this Section 19. If selected, the parties to any such mediation and/or arbitration shall mutually select a neutral party to serve as the mediator/arbitrator. Each party shall pay for its own fees and expenses of mediation/arbitration, except that the expenses of the mediator/arbitrator shall be shared equally by the County and City.

(d) In the event that the parties are not able to work out dispute(s) under this Agreement through the process set forth above, the County and City acknowledge and agree that the parties' sole and exclusive relief and remedy (absent mutual agreement to terminate, modify, amend the Agreement) for any dispute arising under this Agreement or for any breach of any term, provision, or covenant hereof, shall be the enforcement of the provisions and terms of this Agreement by a mandatory or prohibitory injunction or decree of specific performance through a court in Liberty County having jurisdiction over such a dispute.

(e) Notwithstanding anything to the contrary herein and due to the unique nature of the subject matter of this Agreement, the County and City specifically acknowledge, understand, intend, and agree as follows with regard to any any claim, controversy, or dispute arising under this Agreement: (1) termination of this Agreement is not a remedy available to either party, unless both parties mutually agree in writing to such termination; (2) termination and/or renegotiation of the Certificate of Distribution (including the percentages set forth therein) filed with the Georgia Department of

Revenue, the form of which is attached hereto as Exhibit “B”, is not a remedy available to either party, unless both parties mutually agree in writing to same; and (3) a new Certificate of Distribution will not be negotiated or required to be negotiated or filed with the Georgia Department of Revenue, unless both parties mutually agree in writing to same.

5.14. Facsimile as Writing. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be “written” and a “writing” for all purposes of this Agreement.

5.15. Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

5.16. Recitals. The recitals contained on pages 1 and 2 of this Agreement are made a part of this Agreement and are incorporated herein by reference.

5.17. Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

5.18. Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

5.19. Execution of Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

5.20. Effective Date. The Agreement shall be effective and binding as of the date the County and the City have both approved and executed the same, and any reference to the “date of this Agreement,” the “date hereof”, the “effective date”, or any similar phrase shall mean and refer to the later of the date of County’s or City’s execution of this Agreement, as indicated above their executions hereon. In this regard, the clerk for the County or City is authorized to insert such date (or dates which rely upon said effective date) into the body of this Agreement and any and all other certificates or other documents furnished in connection herewith.

[Balance of Page Left Blank Intentionally]

[Signatures Contained on Following Two Pages]

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

Executed by Liberty County, Georgia this _____ day of _____, 2025.

(SEAL)

LIBERTY COUNTY, GEORGIA:

By: _____
Donald L. Lovette, Chairman
Liberty County Board of Commissioners

Attest: _____
Joseph M. Mosley, County Administrator

Address for notices:

Liberty County, Georgia
Attn: Chairman Donald L. Lovette
112 N. Main Street, Suite 2200
Hinesville, Georgia 31313
Telephone Number: (912) 876-2186

With a copy to:

County Attorney Kelly Davis
Liberty County, Georgia
206 E. Court Street
Hinesville, Georgia 31313
Telephone Number: (912) 876-0111
Facsimile Number: (912) 368-2979

[Signatures Continue from Previous Page]

Executed by the City of Hinesville, Georgia, this _____ day of _____, 2025.

CITY OF HINESVILLE, GEORGIA:

(SEAL)

By: _____
Karl A. Riles, Mayor
City of Hinesville

Attest: _____
Estella Roberson, City Clerk

Address for notices:
If to City of Hinesville, Georgia:

City of Hinesville, Georgia
Attn: Mayor Karl A. Riles
115 East M.L. King, Jr. Drive
Hinesville, GA 31313
Telephone Number: (912) 876-3564
Facsimile Number: (912) 369-2658

With a copy to:

City Attorney Linnie Darden
City of Hinesville, Georgia
115 East M.L. King Jr. Drive
Hinesville, GA 31313
Telephone Number: (912) 876-3564
Facsimile Number: (912) 369-2658



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Peddler's License Request
Prepared by: Deridra Weeks
Presented by: Jason Floyd

PURPOSE: Daeontae Smith, applicant for Legacy Home Improvement, would like a 2025 Peddler's License to send representatives door to door to solicit replacement windows and doors. One name has been submitted along with the application approved by the Hinesville Police Department. The Inspections Department and Fire Department have reviewed and approved the application.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Legacy Home Improvement Application
2. Legacy Home Improvement Routing Slips
3. Legacy Home Improvement Background Check
4. Legacy Home Improvement Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

LICENSE YEAR: 2025



PEDDLER OR TRANSIENT MERCHANT LICENSE APPLICATION

PAYABLE TO:

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

DATE RECEIVED:
BLDG INSP:
ZONING:
POLICE:

FOR OFFICE USE ONLY

DATE: _____
DATE: _____
DATE: _____

Daeontae Smith

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

[REDACTED]
SOCIAL SECURITY NUMBER:

[REDACTED]
BIRTH DATE: MONTH/DATE/YEAR

131200387
FEDERAL TAX ID NUMBER:

300 Lenox Smith Loop NE, Glenaville, Ga 30427
PERMANENT MAILING ADDRESS:

912-255 5558
PHONE NUMBER:

Replacement windows & doors
DESCRIBE THE NATURE OF BUSINESS:

Pernell Smith
MANAGER'S NAME:

MANAGER'S MAILING ADDRESS:

IS THIS A CORPORATION? (YES) X (NO)
(Please attach proof of corporation)

IF YES, STATE AND DATE OF CORPORATION:

Legacy Home Improvement
BUSINESS NAME:

229 W General Sherman Way Hinesville, Ga
BUSINESS PERMANENT ADDRESS:

NAME OF REPRESENTATIVE:
(if different from applicant)

BIRTH DATE: MONTH/DATE/YEAR:

SOCIAL SECURITY NUMBER:

PERMANENT MAILING ADDRESS:

Replacement windows & doors
TYPE OF MERCHANDISE OR SERVICE OFFERED FOR SALE:

LOCAL BUSINESS ADDRESS: (attach authorization slip from owner for transient merchant LIC)

DATES OF BUSINESS IN CITY:

HOURS OF OPERATION:

TOTAL DAYS

FROM: June 25 TO: Dec 25

FROM: 8am TO: 8pm

Go door to door to book appointments
EXPLAIN HOW BUSINESS WILL BE CONDUCTED:

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

Hinesville
Waycross

Midway
Fleming

Albany
Richmond

Richmond Hill

LICENSE FEE COMPUTATIONS	
	(Enter Amount Due)
Amount per day X _____ days	\$ <u>500.00</u>
(Maximum \$500.00)	
Admin Fee Due for New Application	\$ <u>60.00</u>
Other Fees	\$ <u>20.00</u>
TOTAL DUE:	\$ <u>580.00</u>
	TOTAL RECEIVED \$ <u>800.00</u>

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 29 DAY OF May, 2025

Daeontae Smith
(AUTHORIZED SIGNATURE OF APPLICANT)

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

Sworn to and subscribed before me this 29 day of May, 2025

STATE OF GA COUNTY OF Liberty CITY OF: Hinesville

NOTARY PUBLIC: Deridra Weeks



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

Date: 5-29-25

DEPARTMENTAL APPROVAL ROUTING FORM

DEPARTMENTS	ROUTE SEQ	ACTION CODE	DATE		INITIALS		Subj: Applicant Name		
			In	Out	Concur	Non Concur	Subj: Event Name		
LCPC	2	s	6-20-25	6-24-25	KPW		Subj: Event Date	N/A	
INSPECTIONS ZONING DEPARTMENT	3	s	6-24-25	6-27-25	GWS		EVENT OR VENUE COMMENTS: please see the attached peddler's license		
GIS									
FIRE DEPARTMENT	4	s	6/27/25	6/27/25	KR				
POLICE DEPARTMENT									
YES ☐ NO ☐ security required							FOR BUSINESS LICENSE USE ONLY		
CITY CLERK									
BUSINESS LICENSE OFFICE	1	x	5-29-25	5-29-25					
ACTION CODES							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?	
X -	ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET		I -	INFORMATION			EVENT NAME:		
A -	APPROPRIATE ACTION		D -	DECISION					
G -	GUIDANCE		C -	COMMENT					
S -	SIGNATURE		R -	RECOMMENDATION			Yes ☒ No ☐	Requires Mayor & Council Approval	
							SIGNATURE:		Last Action Date:

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.

Date: 5-29-25

DEPARTMENTAL APPROVAL ROUTING FORM

DEPARTMENTS	ROUTE SEQ	ACTION CODE	DATE		INITIALS		Subj: Applicant Name		
			In	Out	Concur	Non Concur	Subj: Event Name		
LCPC							Subj: Event Date	N/A	
INSPECTIONS ZONING DEPARTMENT							EVENT OR VENUE COMMENTS:		
GIS									
FIRE DEPARTMENT									
POLICE DEPARTMENT	2	s	05/29/25	06/06/25	TDS				
YES ☐ NO ☐ security required							FOR BUSINESS LICENSE USE ONLY		
CITY CLERK									
BUSINESS LICENSE OFFICE	1	x	5-29-25	5-29-25					
ACTION CODES							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?	
X -	ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET		I -	INFORMATION			EVENT NAME:		
A -	APPROPRIATE ACTION		D -	DECISION					
G -	GUIDANCE		C -	COMMENT					
S -	SIGNATURE		R -	RECOMMENDATION			Yes ☒ No ☐	Requires Mayor & Council Approval	
							SIGNATURE:	6-19-25	Council Meeting Date:
									Last Action Date:

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.

MAYOR
Karl Riles

CITY MANAGER
Kenneth K. Howard

CITY CLERK
Estella L. Roberson

CITY ATTORNEY
Linnie L. Darden, III



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

☒ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

SMITH, DAEONTAE R.

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

06/06/2025

"Home for a Day or a Lifetime"

SUMMARY SHEET FOR PEDDLERS LICENSE

YEAR OF LICENSE	2025
NAME OF BUSINESS	Legacy Home Improvement
ADDRESS OF BUSINESS	229 W General Screven Way Hinesville, GA 31313
NAME OF APPLICANT	Daeontae Smith
NAME OF MANAGER	Pernell Smith
APPROVED BY HPD	Yes 06-06-2025
APPROVED BY ZONING	Yes 06-24-2025
APPROVED BY INSPECTIONS DEPARTMENT	Yes 06-27-2025
APPROVED BY HFD	Yes 06-27-2025
TYPE OF LICENSE	Peddler's License

City Council () Approved () Disapproved by _____ Date: 07-03-2025



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Peddler's License Request
Prepared by: Deridra Weeks
Presented by: Jason Floyd

PURPOSE: Emory Ontko, applicant for Southwestern Advantage, would like a 2025 Peddler's License to send representatives door to door to solicit education books and apps. One name has been submitted with the application and approved by the Hinesville Police Department. The Inspections Department and Fire Department have reviewed and approved the application.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Southwestern Advantage Application
2. Southwestern Advantage Routing Slips
3. Southwestern Advantage Background Check
4. Southwestern Advantage Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

CITY OF HINESVILLE
APPLICATION FOR PEDDLER OR TRANSIENT MERCHANT LICENSE
(This is NOT a License)

PAYABLE TO:
CITY OF HINESVILLE
115 EAST M L KING JR DRIVE
HINESVILLE, GEORGIA 31313
PHONE (912) 876-3564

FOR OFFICE USE ONLY:
BLG INS _____ DATE _____
ZONING _____ DATE _____
POLICE _____ DATE _____

TYPE OF LICENSE : PEDDLER ☒ TRANSIENT MERCHANT ☐
NAME OF APPLICANT: Emory Ontkoy YEAR 2025
PERMANENT HOME ADDRESS: 2713 Silver Maple Dr
CITY Bryan STATE TX ZIP 77803
TELEPHONE NUMBER: (979) 219-8220 FEI NUMBER _____

IS THIS A CORPORATION? NO IF YES, STATE AND DATE OF INCORPORATION _____ (ATTACH PROOF OF INCORPORATION)

DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

NAME OF BUSINESS Southwestern Advantage
PERMANENT ADDRESS OF BUSINESS 2451 Atrium Way
CITY Nashville STATE TN ZIP 37214

NAME OF REPRESENTATIVE IN CITY (IF DIFFERENT FROM APPLICANT) _____

DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

TYPE OF MERCHANDISE OF SERVICE OFFERED FOR SALE education books/apps

LOCAL BUSINESS ADDRESS : (ATTACH AUTHORIZATION SLIP FROM OWNER- FOR TRANSIENT MERCHANT LIC)

* emylou512@gmail.com Emory "The BookGirl" Ontkoy

DATES OF BUSINESS IN THE CITY _____ TOTAL DAYS _____

HOURS OF OPERATION _____ SALES TAX NUMBER OR AUTHORIZATION _____

EXPLAIN HOW YOUR BUSINESS WILL BE CONDUCTED Selling educational resources door to door

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

Lagrange ga midway ga

LICENSE FEE COMPUTATIONS

Amount per day _____ X _____ days (Enter Amount Due) \$ 500 -
maximum \$500.00

Admin Fee Due for New Application - ~~\$50.00~~ \$ 100 -

Other Fees _____ (TOTAL DUE) \$ 580 -

IMPORTANT: PLEASE READ CAREFULLY

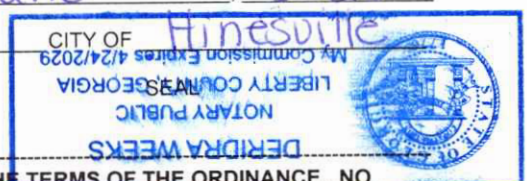
The applicant hereby agrees to be bound by all of the terms and conditions of the Ordinance adopted by the City of Hinesville, Georgia and any laws as may apply to the above business. I hereby agree to permit during business hours reasonable inspections as authorized by law.

THIS 20 DAY OF June, 2025 Emory Ontkoy
AUTHORIZED SIGNATURE OF APPLICANT

PERSONALLY before the undersigned appeared Emory Ontkoy
who on Oath as sworn that the above information given therein is true and correct.

Sworn to and subscribed before me this 20 day of June, 2025

STATE OF: GA COUNTY OF Liberty
Deridra Weeks
NOTARY PUBLIC



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

Date: 6-20-25

DEPARTMENTAL APPROVAL ROUTING FORM

DEPARTMENTS	ROUTE SEQ	ACTION CODE	DATE		INITIALS		Subj: Applicant Name	Southern Advantage	
			In	Out	Concur	Non Concur	Subj: Event Name	Emory Ontko	
LCPC	2	s	6-20-25	6-24-25	KPW		Subj: Event Date	July 7 - Sept 9	
INSPECTIONS ZONING DEPARTMENT	3	s	6-24-25	6-27-25	GWS		EVENT OR VENUE COMMENTS:		
GIS									
FIRE DEPARTMENT	4	s	6/27/25	6/27/25	KR				
POLICE DEPARTMENT									
YES ☐ NO ☐ security required							FOR BUSINESS LICENSE USE ONLY		
CITY CLERK									
BUSINESS LICENSE OFFICE									
ACTION CODES							Yes ☐ No ☒		
X -	ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET		I -	INFORMATION			Is there an election, voter registration, special event, or other City and/or County related event occurring during date of the above event?		
A -	APPROPRIATE ACTION		D -	DECISION			EVENT NAME:		
G -	GUIDANCE		C -	COMMENT					
S -	SIGNATURE		R -	RECOMMENDATION					
							Yes ☒ No ☐	Requires Mayor & Council Approval	
							SIGNATURE:		7-3-25
									Council Meeting Date:
									Last Action Date:

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.

Date: 6-20-25

DEPARTMENTAL APPROVAL ROUTING FORM

DEPARTMENTS	ROUTE SEQ	ACTION CODE	DATE		INITIALS		Subj: Applicant Name	Southwestern Advantage			
			In	Out	Concur	Non Concur	Subj: Event Name				
LCPC							Subj: Event Date	July 7 - Sept 8, 2025			
INSPECTIONS ZONING DEPARTMENT							EVENT OR VENUE COMMENTS: please see the attached peddler's license				
GIS											
FIRE DEPARTMENT											
POLICE DEPARTMENT	2	s	06/26/25	06/25/25	TEH						
YES ☐ NO ☐ security required							FOR BUSINESS LICENSE USE ONLY				
CITY CLERK											
BUSINESS LICENSE OFFICE	1	x	6-20-25	6-20-25							
ACTION CODES							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?			
X -	ORIGINATOR OF OFFICE AFFIXING ROUTING SHEET		I -	INFORMATION			EVENT NAME:				
A -	APPROPRIATE ACTION		D -	DECISION							
G -	GUIDANCE		C -	COMMENT			Yes ☒ No ☐		Requires Mayor & Council Approval		
S -	SIGNATURE		R -	RECOMMENDATION			SIGNATURE:		Last Action Date:		

DEPARTMENTS PLEASE INDICATE CONCERNS BELOW:

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MAYOR
Karl Riles

CITY MANAGER
Kenneth K. Howard

CITY CLERK
Estella L. Roberson

CITY ATTORNEY
Linnie L. Darden, III



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

☒ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

ONTKO, EMORY LYNN

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

06/25/2025

"Home for a Day or a Lifetime"

SUMMARY SHEET FOR PEDDLERS LICENSE

YEAR OF LICENSE	2025
NAME OF BUSINESS	Southwestern Advantage
ADDRESS OF BUSINESS	2451 Atrium Way Nashville, TN 37214
NAME OF APPLICANT	Emory Ontko
NAME OF MANAGER	Emory Ontko
APPROVED BY HPD	Yes 06-25-2025
APPROVED BY ZONING	Yes 06-23-2025
APPROVED BY INSPECTIONS DEPARTMENT	Yes 06-27-2025
APPROVED BY HFD	Yes 06-27-2025
TYPE OF LICENSE	Peddler's License

City Council () Approved () Disapproved by _____ Date: 07-03-2025



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Public Comment
Prepared by: Rodonia Armstrong
Presented by: Mayor Karl A. Riles

PURPOSE: To Allow Citizens to Address Mayor and Council.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION:



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Mayor Riles' Report
Prepared by: Christy Deloach
Presented by: Mayor Karl A. Riles

ACTION ITEMS:

INFORMATIONAL ITEMS:



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Councilmember Reid's Report
Prepared by: Darlene Parker
Presented by: Diana Reid

ACTION ITEMS:

N/A

INFORMATIONAL ITEMS:



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
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: July 3, 2025
Agenda Item: Mayor Pro Tem Nelson's Report
Prepared by: Wendy Bruce Sochia
Presented by: Vicky C. Nelson

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Councilmember Newby's Report
Prepared by: Kimberly St. Onge
Presented by: Dexter Newby

ACTION ITEMS:

INFORMATIONAL ITEMS:



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Councilmember Ortiz, Jr's Report
Prepared by: Jean Marie Reynolds
Presented by: José Ortiz

ACTION ITEMS:

INFORMATIONAL ITEMS:



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: City Manager Howard's Report
Prepared by: Rodonia Armstrong
Presented by: Kenneth Howard

ACTION ITEMS:

INFORMATIONAL ITEMS:



City of Hinesville, Georgia, Council Meeting

Date: July 3, 2025
Agenda Item: Executive Session
Prepared by: Christy Deloach
Presented by: Kenneth Howard

PURPOSE: To hold an Executive Session to discuss Real Estate and Personnel matters.

BACKGROUND:

FUNDING:

RECOMMENDATION:

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION: