

**City of Walthourville Mayor and Council Meeting
November 14, 2023 @ 6:00 PM
Walthourville Police Department**

AMENDED AGENDA (as of 11-13-2023)

The Honorable Mayor Larry D. Baker, Presiding

The Honorable Mayor Pro Tem Sarah B. Hayes The Honorable Charlie L. Anderson, Sr.
The Honorable James Hendry The Honorable Bridgette Kelly
The Honorable Luciria L. Lovette

Luke R. Moses, City Attorney
Interim Fire Chief, Nicolas Maxwell
Police Chief, Christopher Reed

- | | | |
|-------|--|------------------------------|
| I. | Meeting Called to Order: | Mayor Larry D. Baker |
| II. | Roll Call: | City of Walthourville |
| III. | Invocation | Appointee |
| IV. | Pledge of Allegiance: | In Unison |
| V. | Adoption of City Council Agenda: | Councilmembers |
| VI. | Adoption of City Council Minutes: | Councilmembers |
| | • October 24, 2023 Regular Meeting Minutes | |
| VII. | Presentation: | City of Walthourville |
| VIII. | Agenda Items: | |

1. LCPC

Ms. Lori Parks

Business License Request. For Mayor and Council to approve/disapprove a request for Bulldog Carpet, located at 256 Griffin Road. The owner is Mr. Blake Gomez and Bulldog Carpet Cleaners specializes in steam cleaning of carpet, tile and furniture. The property is zoned AR-1 (Agricultural Residential Districts).

Recommendation: LCPC recommends approval.

2. LCPC

Ms. Lori Parks

Business License Request. For Mayor and Council to approve/disapprove a request for Smiles Locs and Styles. Located at 4981 West Oglethorpe Highway, Suite 113. The owner is Ms. TaJuana Rhodes. Property is zoned B-2 (General Commercial).

Recommendation: LCPC recommends approval.

3. LCPC

Ms. Mardee Sanchez

Preliminary Plat. Shaw Road Townhomes – A request by JC Vision and Associates for preliminary plat approval for 10 townhome lots on Shaw Road.

Recommendation: For Mayor and Council to approve the plat.

4. City of Walthourville

Interim Chief Nicholas Maxwell

Liberty County Fire Services MOU. For Mayor and Council to approve or disapprove the MOU for unincorporated Liberty County. LCBOC is proposing \$16,500 annually, the City of Walthourville is proposing \$30,000 annually due to increased call volume, and the city's resources (engines and certified firefighters).

Recommendation: For Mayor and Council to modify and approve the \$30, 000 Annual Compensation instead of the proposed \$16, 000 to continue serving unincorporated Liberty County.

5. City of Walthourville

Interim Chief Nicholas Maxwell

Walthourville Fire Department. For Mayor and Council to approve outerwear (hoodies) for the Firefighters in the amount of \$1,000 by Sheffields in Jesup.

Recommendation: Approval.

6. City of Walthourville

Police Chief Christopher Reed

Liberty County Sheriff's Department MOU. For Mayor and Council to approve or disapprove the MOU for Liberty County Sheriff's Department in conjunction with the City of Walthourville.

Recommendation: Approval.

IX.

City Reports

Councilmembers / Department Heads

Fire Department

Councilman Charlie L. Anderson, Sr.

Economic Development

Mayor Pro Tem Sarah B. Hayes

Public Works

Councilman James Hendry

Water Department

Councilwoman Bridgette Kelly

Parks and Recreation

Councilwoman Luciria L. Lovette

Police Department

Mayor Larry D. Baker

Office of the Mayor

Mayor Larry D. Baker

X. Executive Session

None

XI. Adjournment

Councilmembers

City of Walthourville
Mayor and Council Meeting Minutes
October 24, 2023 @ 6:00 PM
Walthourville Police Department

- I. Call to Order: The meeting was called to order at 6:00 PM by Mayor Larry D. Baker.
- II. Roll Call: The roll was called with the following members present:

Mayor Larry D. Baker	Mayor Pro Tem Sarah B. Hayes
Councilman Charlie L. Anderson, Sr.	Councilman James Hendry
Councilwoman Bridgett Kelly	Councilwoman Luciria L. Lovette

The attendance of the council constituted a quorum.

- III. The invocation was given by Mayor Larry D. Baker.
- IV. The Pledge of Allegiance was recited in unison.
- V. Adoption of City Council Agenda, the motion to approve was made by Mayor Pro Tem Hayes and the second was added by Councilwoman Kelly.
Vote: 5-0: Motion Carried Unanimously.
- VI. Adoption of City Council Minutes:
- October 10, 2023 Regular Meeting Minutes, the motion to approve was made by Mayor Pro Tem Hayes and the second was added by Councilman Hendry.
Vote: 4-1: Motion Carried. Lovette Opposed.
 - October 16, 2023 Special Called Meeting Minutes, the motion to approve was made by Councilman Anderson and the second was added by Councilman Hendry.
Vote: 4-1: Motion Carried. Lovette Opposed.
- VII. Presentation:
- Liberty County Sheriff's Department
Addressed a Memorandum of Understanding (MOU) between the Liberty County Sheriff's Department and the City of Walthourville. He stated the Sheriff's Department cannot take on the burden of the Police Department and if the Sheriff's Department assumed the city, it would cost \$964,000 annually. Hagan stated the council removed revenue from the budget for a fire fee that they had the CPA to build into the budget. He stated he wanted to come and present this information because he heard Public Safety was being cut and he wanted to inform the community of the cost. He further added that the county provides each city with some services, but they could not take on additional responsibilities. The Sheriff's Department provides K-9 Service, drug units
- Chief Deputy Alfonza Hagan

and detective bureaus that investigate felonies in the city. Chief Deputy Hagan stated it would cost \$200 hourly to take over police services. Councilwoman Bridgette Kelly, asked DC Hagan, “what does my county taxes pay for? Hagan replied, “when you have a municipality, you are responsible for law enforcement in that municipality. Councilwoman Lovette inquired about the services of the City of Walthourville versus Flemington? Chief Deputy Hagan stated Flemington is no comparison because Flemington pays the entire salary of the deputy and the car for their city. Mayor Pro Tem Hayes stated, she was surprised because she had not heard that Public Safety was a topic of discussion to be cut. She stated the council did talk about a fire fee, but she felt it wasn’t fair, it wasn’t transparent, and it wasn’t fair to pay.” Chief Deputy Hagan stated, whatever was done it has a lasting impact on where the city is today.

VIII. Public Comment:

Mrs. Shirley Thornton of Sabreena Circle stated she was a 29-year resident of Walthourville and she became concerned after Mayor Pro Tem Hayes informed her the city was \$700,00 in debt. She became further upset when she attended a personal meet and greet hosted by Mayor Baker. She began asking questions about taxes (millage) and she said the Mayor had her removed. She stated she did not vote for Mayor Baker. But, she wants to know, how this this happen? There are six people elected to represent the citizens. She further stated she has heard repeated comments about the CPA not being present and not giving information. She has heard questions asked to City Clerk Shana T. Moss and Ms. Moss is not the one who should be giving the answers. She stated she was concerned about people losing their homes due to not being able to pay property taxes.

IX. Agenda Items:

1. Keep Liberty Beautiful (KLB) Mayor Pro Tem Sarah B. Hayes
Presented a Proclamation declaring November 15, 2023 as American Recycling Day in the City of Walthourville.

2. City of Walthourville Mayor and Council
The Council spoke about the city’s financial status. The city began 2023 with an unbalanced budget hinged from \$300+ in revenue derived from an anticipated Fire Fee Tax. Councilwoman Kelly said, she was opposed for a fire fee because the citizens were not informed. Mayor Pro Tem Hayes stated she wanted the citizens to have time to have input and ask questions. Councilwoman Lovette said the citizens deserved to be heard before any action was taken. She further stated that, “this is the reason she does not vote on a lot of stuff.”

Attorney Moses stated the Mayor and Council might want to think about researching a loan for the city. Councilwoman Lovette stated she was interested in the city conducting a Forensic Audit to see where the city’s money went. Attorney Moses stated

he wanted to reiterate that when GMA Member Services Director, Pam Helton was present, she stated she does not see how the city has been operating without property tax(es). Mrs. Helton stated the city could receive some funds if the city would impose a millage rate. Attorney Moses stated he is only trying to advise the council to set up some dates/times for citizens to be informed. “My understanding, based on my conversation with Mr. Caines is that we need a loan to bridge the gap between the recommendation he gave us, on the budget that the city council passed, and the revenue that he recommended at the time that should be implemented to fund that budget, which was a fire fee that was never implemented. He advised all of us at the time said, Attorney Moses. “Now we’re in this position because the fire fee wasn’t implemented. And my understanding is this loan would be a bridge. And we would still need the fire fee and would still need a property tax to pay back that loan and continue to fund the city.

Mayor Pro Tem Hayes stated she was not opposed to a loan if it would alleviate or buy time to impose property taxes. She stated the city could obtain the necessary information to see about securing a loan. However, she stated spending limits were imposed and some were not adhered to. She stated she too agreed for a Forensic Audit and the city need to have sessions for citizens to ask questions.

- The motion for the City of Walthourville to conduct a Forensic Audit was made by Councilwoman Kelly and the second was provided by Councilwoman Lovette.

Vote: 5-0: Motion Carried Unanimously

(the council did not provide directions on who they wanted to conduct the audit).

- The motion to approve dates for Millage Rate Public Hearing Information ONLY was made by Councilwoman Kelly and the second was added by Mayor Pro Tem Hayes. The dates for the Public Hearing will be:
 - November 9th @ 6:00 PM at the Fire Department
 - November 16th @ 6:00 PM at the Fire Department.

Vote: 5-0: Motion Carried Unanimously

On October 25th, 2023 @ 4:27 PM City Clerk, Shana T. Moss emailed the Elected Officials that an additional date must be identified to remain in compliance with DOR. November 30th, 2023 was added. (The timeline for DOR will become a part of the minutes).

- The motion for FY 2024 Budget Hearing Dates was made by Councilwoman Kelly and the second was provided by Councilwoman Lovette with the following:
 - Budget Meeting, November 13th @ 6:00 PM at the Police Department
 - Budget Meeting, December 4th @ 6:00 PM at the Police Department
 - Budget Adoption, December 12th @ 6:00 PM at the Police Department

X. City Reports

Councilmembers/Department Heads

Fire Department

Councilman Charlie L. Anderson, Sr.

Interim Chief Nicholas Maxwell gave the statistics, during the past two weeks they have answered 22 calls. He stated the department conducted and passed its GBI Audit and they are still updating their Standards and Training. The Push-In Ceremony for the Pumper Tanker was a success, and the engine is in service. He stated the city still needed to discuss the Fire Protection with unincorporated Liberty.

Economic Development

Mayor Pro Tem Sarah B. Hayes

Reported that she will be conducting a Flu/COVID Clinic on November 17, 2023 from 10:00 AM -2:00 PM at the Fire Department.

Public Works

Councilman James Hendry

Reported there were three trucks that were broken at Public Works. Most of them have been repaired.

Water Department

Councilwoman Bridgette Kelly

Reported there was a minor problem at Johnnie Frasier Park on October 21st, 2023 with a water faucet. The Water Department repaired the problem quickly.

Parks and Recreation

Councilwoman Luciria L. Lovette

Reported there is a traveling ball team that frequents Johnnie Frasier, and the park needs some upgrades. The water fountain needs to be replaced, and more lighting is needed at the park. She is looking for grants.

Police Department

Mayor Larry D. Baker

Police Chief Reed stated an officer is still out. Officer LaPeria Carter who was injured in December of 2022 is still out. He further reported the city has been affected with squatters. They have responded to 46 calls and there has been reported 2 allegations of rape. They responded to a criminal trespass call at Hillary Park. He stated the department is canvassing the neighborhoods for tractor trailers in subdivisions. Chief Reed stated they cannot be parked in neighborhoods. He presented a safety scenario involving school buses and the zero-tolerance law/rule for a school bus. He stated the department strictly enforces no passing in a school zone.

Office of the Mayor

Mayor Larry D. Baker

Stated he is aware and has heard the comments from the citizens. He stated the Mayor does not vote in the city except in the event of a tie.

XI. Executive Session None

XII. Adjournment: At 7:48 PM a motion to adjourn was made by Councilwoman Lovette and the second was added by Councilman Hendry.

Vote: 5-0: Motion Carried Unanimously.

Liberty Consolidated Planning Commission – Report

Governing Authority: The City of Walthourville



Mayor & Council Date: November 14, 2023

Business License: For Bulldog Carpet Cleaners

Address: 256 Griffin Road, Allenhurst
Map & Parcel # 052A017

Zoned: AR-1 (Agricultural Residential Districts)

Comments: To provide steam cleaning of carpet, tile and furniture.

Recommendation: APPROVAL

LCPC Staff: Lori Parks
Lori Parks
Zoning Administrator

11-6-23
Date



Liberty County PRISM 2.0

Areas

- Override 1
- Carto Line
- Green: Green
- Blue: Blue

Roads

- Land Hook

Image

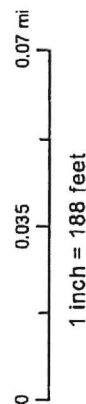
- Red: Red

Parcels

- Red: Red



**Liberty County
Assessors' Office**
100 Main Street, Suite 1550
Hinesville, Georgia 31313
Phone: (912) 876-3568





City of Walthourville Business License Division

Mailing Address: P.O Box K
Walthourville, GA 31333
Office Location 222 Busbee Road
Walthourville, GA 31333
Phone: (912) 368-7501

Web site address- www.cityofwalthourville.com

Application For corporation or limited Liability Company LLC
Occupation Tax Certificate

*The application must be filled out completely to obtain a City of Walthourville Occupation Tax Certificate. Payment must be filed with the application to obtain a City of Walthourville Occupation tax Certificate. This application will not be processed if it is not accompanied by the appropriate tax fee. **You will not be billed.** Please print with ink or type. In order for the appropriate tax or fee to be determined the application accompanied by all appropriate documents must be submitted in person.

Pursuant to The Georgia Immigration Reform Act that was passed by the State Legislature and signed by the Governor all persons applying for renewing a City of Walthourville Tax Certificate must provide a secure and verifiable document as required by O.C.G.A 50-36-1(e) (1) and sign and notarize the affidavit required by O.C.G.A 50-36-1 (e) (2) and the affidavit required by O.C.G.A 36-60-6 (d).

This Business is: ☒ (X) New Application
☐ () Ownership Change / Date ownership changed & Certificate # _____
☐ () I am filling a name/or address change for Certificate# _____

Name business as Bulldog CARPET CLEANERS Business Phone# (912) 391-7744
Name of Corporation/LLC* Bulldog CARPET CLEANERS
Business Address 256 Griffin Rd ALLENHURST GA 31301
Mailing Address _____
Email Address BulldogCARPETCLEANERS@gmail.com
Full Detailed Description of
Business TO provide STEAM CLEANING of CARPET, TILE & FURNITURE

Date Business began in City of Walthourville _____
#of employees in City of Walthourville 1 E-verify# (Required if 11 or more employees) _____
State Sales Tax ID# _____ Federal ID # _____
Owner Name Blake Gomez SS# _____ DOB _____
Home Address 256 Griffin Rd Apt# _____ City Alenhurst State GA Zip 31301

*** All electrical, mechanical, plumbing, well drilling contractors, mobile home dealers, mobile home installers, and any other contractor that is required to have a State of Georgia License will be required to attach a copy of the license to this application before insurance.
***All commercially used building may be subject to an inspection for fire and safety code compliance prior to any certificate of occupancy or business license being issued.

Are you, the applicant the corporation, LLC or any shareholder currently delinquent in payment of any taxes or fees to any state or local government? NO If yes, please indicate the type of tax or fee, and the amount due with the reason the tax is delinquent.

If this property is zoned residential, no clients Employees, sales, deliveries, storage of inventory, Or equipment are allowed on the premises. Only One commercial vehicle not to exceed 12,500 lbs Gross weight used as transportation by the occupant May be parked at the residence.

I swear or affirm that I have obtained or will obtain within thirty days of the date of this application a City of Walthourville Certificate of Occupancy as required by the city ordinances.

I will comply with the Zoning

Restrictions stated above: BG
(initials)

Signature: [Signature]

I BIAKE GOMEZ, affirm that the facts stated by me are true, I understand any misrepresentation or fraudulent statement is grounds for automatic dismissal of this application and/revocation of the license. I understand that all signs displayed on my premise must be permitted by the City of Walthourville, I further understand that my business must operated in compliances with all applicable state, federal & local laws, ordinances & regulations, & that the granting of this occupation tax certificate or payment of this occupation tax does not waive the right of any federal, state or local entity to regulate & enforce laws, ordinances & regulations. I understand that all decisions of Business License Division may be appealed to the City of Walthourville.

This 24 day of OCTOBER, 2023.

Signature of applicant [Signature] legibly print name BIAKE GOMEZ

This application must be approved by the Liberty County Planning Commission

Tax Map & Parcel# 052A-017

Zoning Classification AR-1

Approved by: Lori Parks

Date Approved: 11-6-23

Date the request will be presented to Mayor and Council: 11-14-23

APPLICANT MUST COMPLETE THE AFFIDAVITS AND PROVIDE A SECURE AND VERIFIABLE DOCUMENT

O.C.G. A. § 50-36-1(e)(2) AFFIDAVIT

By executing this affidavit under oath, as an applicant for a loan, grant, tax credit and/or other public benefit, as referenced in O.C.G.A. § 50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) BA I am a United States Citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G. A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed this the 24 day of OCTOBER, 2023 in ALLENHURST (city), GA (state).

Blake Gomez
*Signature of Applicant

Blake Gomez
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
24 DAY OF October, 2023
Kelly Wiggins
NOTARY PUBLIC
My Commission Expires:

4-5-2024



*This Affidavit must be signed by the same person who executes the Application Certification Form Letter

Private Employer Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1. Please check only one:

(A) _____ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees¹.

*** If you select Section 1(A), please fill out Section 2 and then execute below.

(B) ✓ On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If you select Section 1(B), please skip Section 2 and execute below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Name of Private Employer

Federal Work Authorization User Identification Number

Date of Authorization

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

Executed on Oct 24, 2023 in _____ (city), GA (state).
WITNESSED

[Signature]

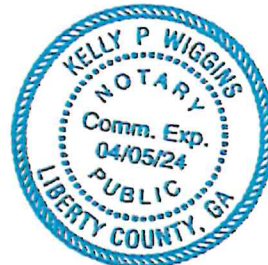
Signature of Authorized Officer or Agent

Blake Gomez

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24 DAY OF October, 2023.

Kelly Wiggins
NOTARY PUBLIC
My Commission Expires: 4-5-2024



¹ To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.

Liberty Consolidated Planning Commission – Report

Governing Authority: The City of Walthourville



Mayor & Council Date: November 14, 2023

Business License: For Smiles Locs and Styles

Business Owner: TaJauna Rhodes

Address: 4981 W Oglethorpe Highway, Suite 13
B-2 (General Commercial District)

Comments: Providing natural hair care services of locs.
No chemicals or dye.

Recommendation: APPROVAL

LCPC Staff:

Lori Parks

Lori Parks
Zoning Administrator

11-6-23

Date



City of Walthourville Business License Division

Mailing Address: P.O Box K
Walthourville, GA 31333
Office Location 222 Busbee Road
Walthourville, GA 31333
Phone:(912) 368-7501

Web site address- www.cityofwalthourville.com

**Application For corporation or limited Liability Company LLC
Occupation Tax Certificate**

*The application must be filled out completely to obtain a City of Walthourville Occupation Tax Certificate. Payment must be filed with the application to obtain a City of Walthourville Occupation tax Certificate. This application will not be processed if it is not accompanied by the appropriate tax fee. **You will not be billed.** Please print with ink or type. In order for the appropriate tax or fee to be determined the application accompanied by all appropriate documents must be submitted in person.

Pursuant to The Georgia Immigration Reform Act that was passed by the State Legislature and signed by the Governor all persons applying for renewing a City of Walthourville Tax Certificate must provide a secure and verifiable document as required by O.C.G.A 50-36-1(e) (1) and sign and notarize the affidavit required by O.C.G.A 50-36-1 (e) (2) and the affidavit required by O.C.G.A 36-60-6 (d).

This Business is: (☒) New Application
(☐) Ownership Change / Date ownership changed & Certificate # _____
(☐) I am filling a name/or address change for Certificate# _____

Name business as Smiles Locs and Styles Business Phone#(912) 492-2883
Name of Corporation/LLC* Smiles Locs and Styles
Business Address 4981 W Ogletrope Hwy Suite 13
Mailing Address 65 Phenela Ln. Alenhurst Ga 31301
Email Address smileslocsstyles@gmail.com

Full Detailed Description of Business I cater to the loc community/ by nourishing and handling all their loc retwist needs

Date Business began in City of Walthourville _____
#of employees in City of Walthourville 1 E-verify# (Required if 11 or more employees _____
State Sales Tax ID# _____ Federal ID # 862131015
Owner Name TATIANA DORRIS SS# _____ DOB 08-10-84
Home Address 65 Phenela Ln. Apt# _____ City Alenhurst State Ga Zip 31301

*** All electrical, mechanical, plumbing, well drilling contractors, mobile home dealers, mobile home installers, and any other contractor that is required to have a State of Georgia License will be required to attach a copy of the license to this application before insurance.

***All commercially used building may be subject to an inspection for fire and safety code compliance prior to any certificate of occupancy or business license being issued.

Are you, the applicant the corporation, LLC or any shareholder currently delinquent in payment of any taxes or fees to any state or local government? no If yes, please indicate the type of tax or fee, and the amount due with the reason the tax is delinquent.

n/a

If this property is zoned residential, no clients Employees, sales, deliveries, storage of inventory, Or equipment are allowed on the premises. Only One commercial vehicle not to exceed 12,500 lbs Gross weight used as transportation by the occupant May be parked at the residence.

I swear or affirm that I have obtained or will obtain within thirty days of the date of this application a City of Walthourville Certificate of Occupancy as required by the city ordinances.

I will comply with the Zoning Restrictions stated above: JK
(initials)

Signature: TaJauna Pnodes

TaJauna Pnodes affirm that the facts stated by me are true, I understand any misrepresentation or fraudulent statement is grounds for automatic dismissal of this application and/revocation of the license. I understand that all signs displayed on my premise must be permitted by the City of Walthourville, I further understand that my business must operated in compliances with all applicable state, federal & local laws, ordinances & regulations, & that the granting of this occupation tax certificate or payment of this occupation tax does not waive the right of any federal, state or local entity to regulate & enforce laws, ordinances & regulations. I understand that all decisions of Business License Division may be appealed to the City of Walthourville.

This 23 day of October, 2023.

Signature of applicant TaJauna Pnodes legibly print name TaJauna Pnodes

This application must be approved by the Liberty County Planning Commission

Tax Map & Parcel# 050A163

Zoning Classification C3

Approved by: Lori Parks

Date Approved: 11-6-23

Date the request will be presented to Mayor and Council: 11-14-23

*****APPLICANT MUST COMPLETE THE AFFIDAVITS AND PROVIDE A SECURE AND VERIFIABLE DOCUMENT*****

O.C.G. A. § 50-36-1(e)(2) AFFIDAVIT

By executing this affidavit under oath, as an applicant for a loan, grant, tax credit and/or other public benefit, as referenced in O.C.G.A. § 50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States Citizen.
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G. A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed this the 25 day of October, 2023 in Walthamville (city), GA (state).

Tajaura Rhodes
*Signature of Applicant

Tajaura Rhodes
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

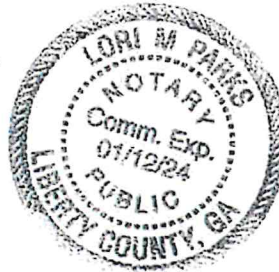
25 DAY OF October, 2023

Lori M Parks

NOTARY PUBLIC

My Commission Expires:

1-12-24



**This Affidavit must be signed by the same person who executes the Application Certification Form Letter*

Private Employer Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1. Please check only one:

(A) _____ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees¹.

*** If you select Section 1(A), please fill out Section 2 and then execute below.

(B) ☒ On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If you select Section 1(B), please skip Section 2 and execute below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Name of Private Employer

Federal Work Authorization User Identification Number

Date of Authorization

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

Executed on Oct 25, 2023 in _____ (city), GA (state).

Tajana Brooks
Signature of Authorized Officer or Agent

Tajana Brooks
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 25 DAY OF October, 2023

Lori M Parks
NOTARY PUBLIC
My Commission Expires: 1-12-24



¹ To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.

Preliminary Plat for Shaw Road Townhouses

Developer:

JC Vision and Associates

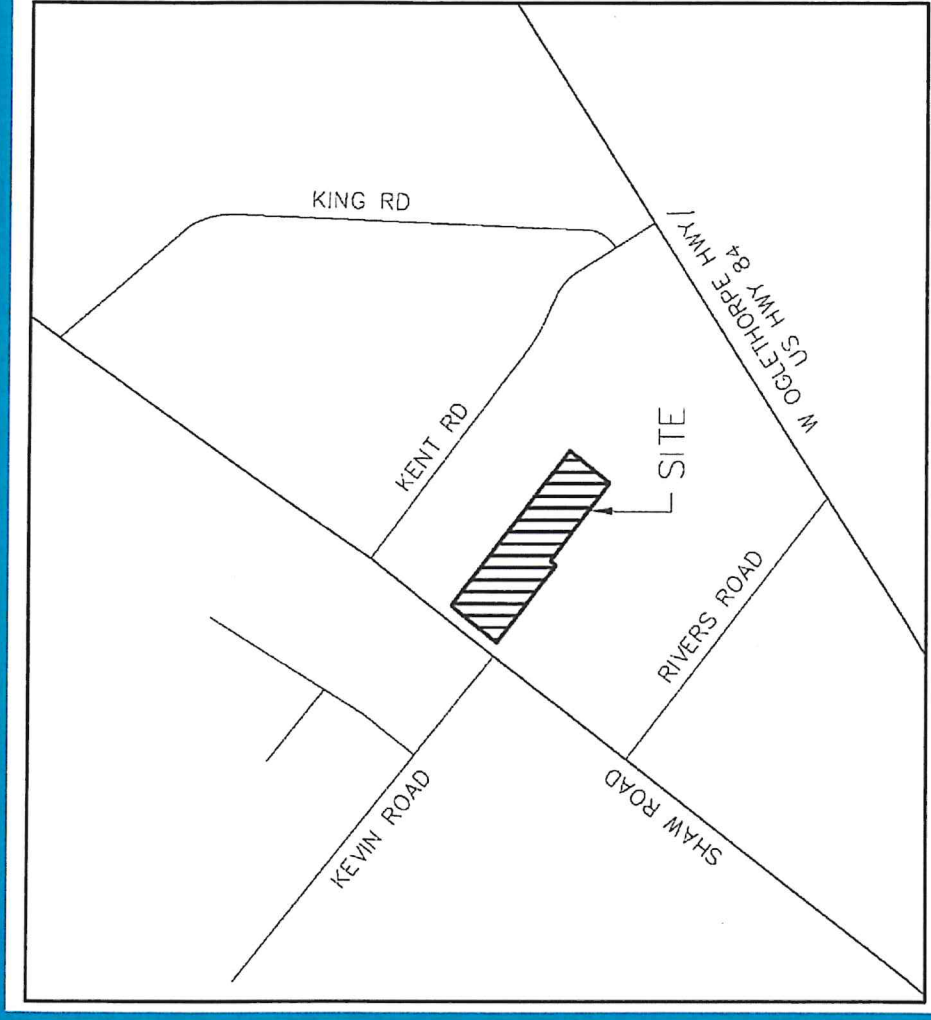
Engineer:

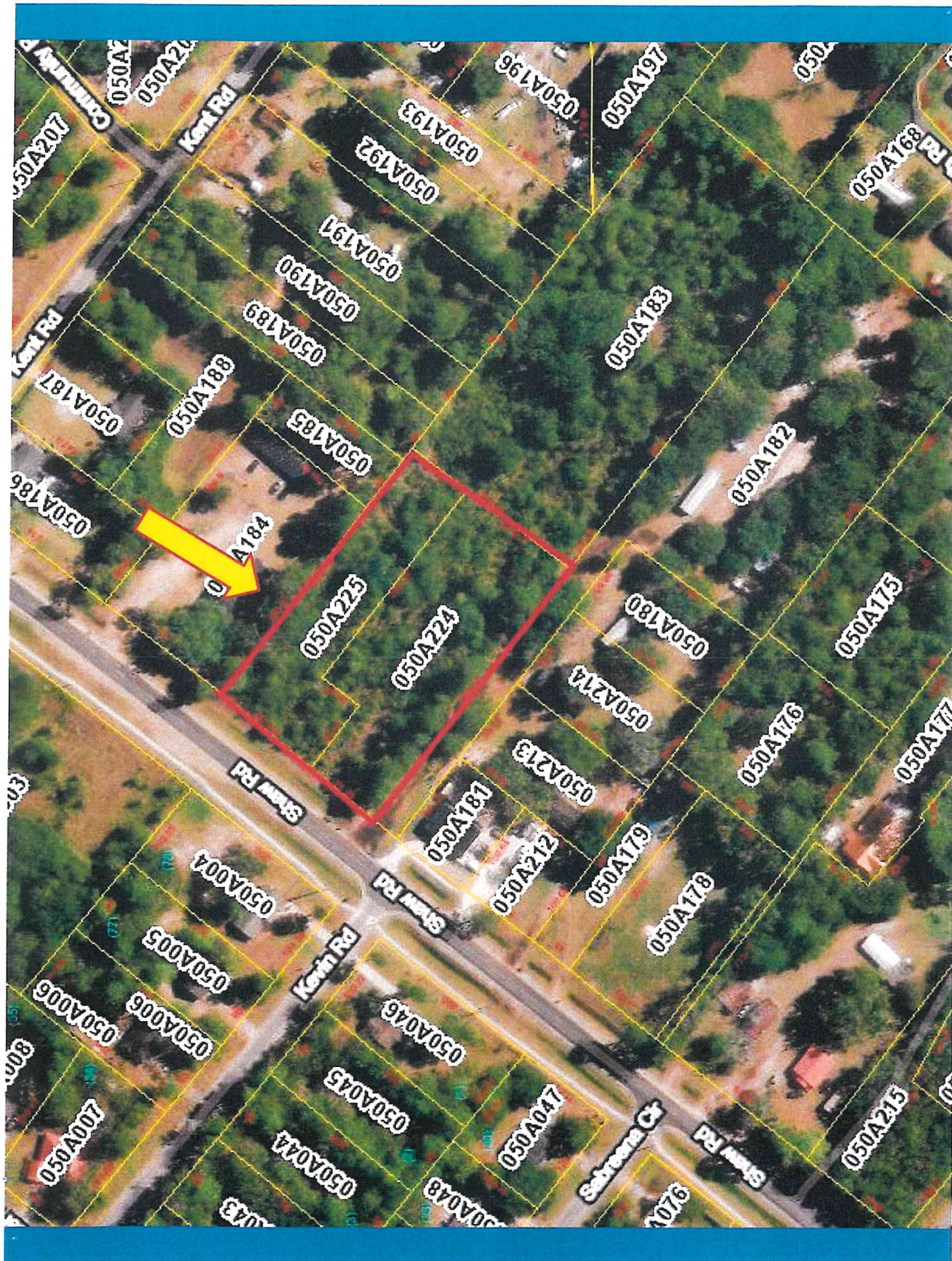
T.R. Long Engineering

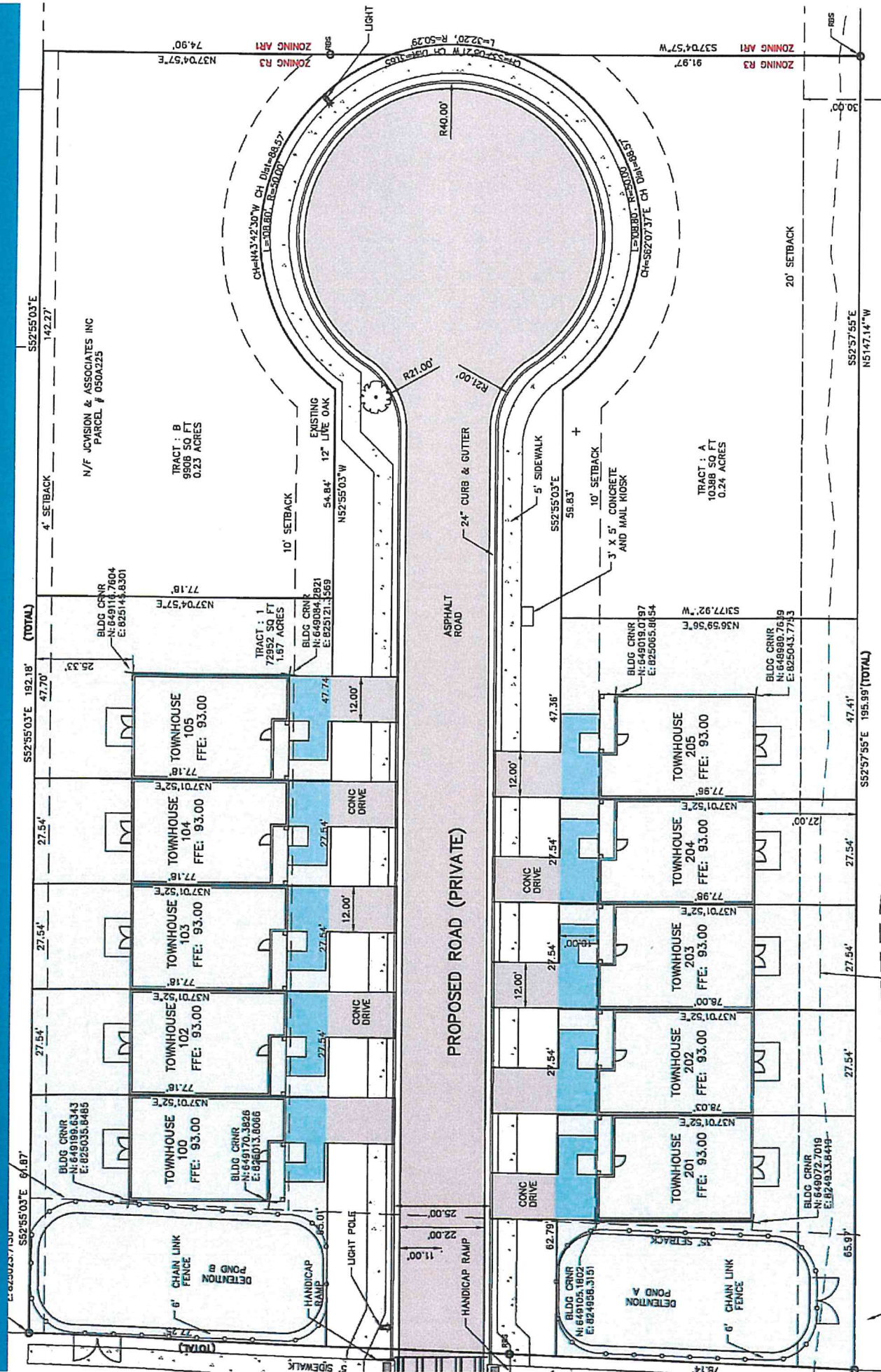
Description:

- 10 lots
- Townhomes
- 1.67 acres

Location: Shaw Road







Lot Sizes

- Min. usable 2,000 sq. ft.
- Range 2,700 – 9,100 sq. ft.

Setbacks

- 35 ft. along Shaw Road
- 10 ft. along new road and rear

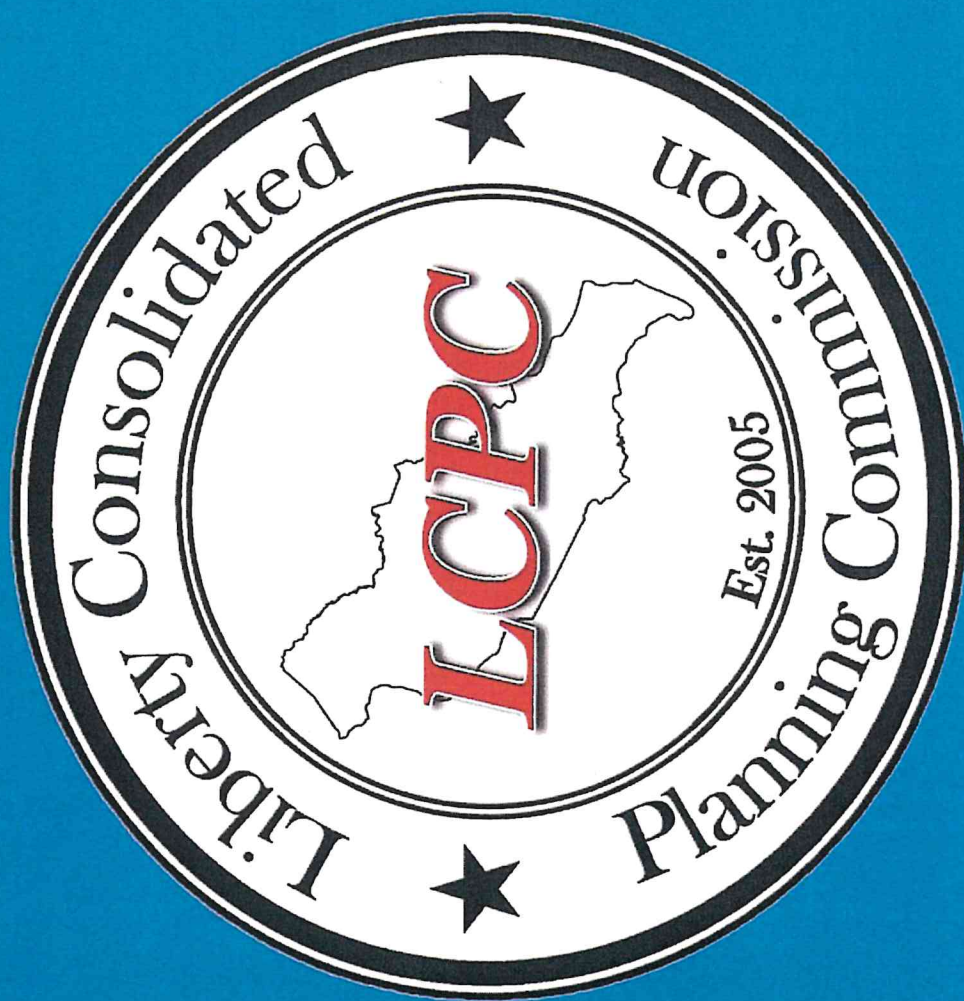
LCPC Recommendation

Shaw Road Townhomes Preliminary Plat

APPROVAL with Standard Conditions

LCPC Standard Conditions

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



**AGREEMENT FOR PROVIDING FIRE PROTECTION SERVICES WITHIN
THE UNINCORPORATED AREA OF LIBERTY COUNTY KNOWN
AS THE WALTHOURVILLE FIRE DISTRICT**

Dated and effective as of November
1, 2023 Between

Liberty County, Georgia,

a political subdivision of the State of Georgia,

And

The City of Walthourville

a political subdivision of the State of Georgia.

THIS AGREEMENT FOR THE PROVISION OF FIRE SERVICES is made and entered into as of the 1st day of November 2023, by and between **LIBERTY COUNTY, GEORGIA**, a political subdivision of the State of Georgia, with its office being at 112 N. Main Street, Hinesville, Liberty County, Georgia (hereinafter referred to as the "County"), and **THE CITY of WALTHOURVILLE**, hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the City is desirous of providing fire protection services to the unincorporated citizens of Liberty County; and

WHEREAS, the City is authorized to expend monies for this purpose; and

WHEREAS, the City desires to offer its services to provide the necessary manpower and equipment to ensure the safety of the citizens; and

WHEREAS, the City is willing to provide this service to the citizens of Liberty County

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

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

2. Services Provided. During the term of this Agreement, the City agrees to provide certain fire protection and rescue services including, assistance on medical calls, and other public assistance as needed for the benefit of the residents of the that portion of the unincorporated area of the County designated as the Walthourville response area. The City agrees that it will at all times during the term of this

agreement faithfully, industriously, and to the best of its ability, provide the Services described herein to the entire satisfaction of the County. The City agrees to provide said services following procedures set forth by GFSTC and NFPA Standards as established and pursuant to response zones and protocols as set by the County. *AGREED UPON BY THE CITY & COUNTY*

3. Term of Agreement: Termination.

(a) *Term.* Unless sooner terminated as set forth herein, the City shall provide the Services specified in this Agreement for a period of eight (8) months, commencing as of the date hereof and terminating at midnight on June 30, 2024.

(b) *Termination Generally.* Notwithstanding any other provision of this Agreement to the contrary, the City may terminate this Agreement at any time during its term, for any or no reason, with or without cause, upon sixty (30) days' written notice to the County of its intent to so terminate.

(c) *Termination for Reasonable Cause.* In addition to, and not by limitation of, the rights of the City specified in subparagraph (b) herein above, this Agreement may also be terminated by the City at any time without prior notice upon a determination by the governing authority of said City that "reasonable cause" exists for such termination. "Reasonable Cause" shall be defined for the purposes of this Agreement as being:

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

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

Upon the termination of this Agreement, neither party shall thereafter have any further rights, duties or obligations under this Agreement, but each party shall remain liable and responsible to the other for all obligations and duties hereunder accruing prior to said termination and for all acts and omissions of such party prior to such termination.

4. Compensation. In consideration of the satisfactory performance of the City's obligations under this Agreement, the County agrees to pay the City ^{35,000 - 50,000} \$16,500.00 annually pursuant to approved call criteria as set by Liberty County Fire Services. Payment requests shall be submitted ~~quarterly~~ ^{MONTHLY} and shall be accompanied by an invoice and a copy of reports indicative of all calls answered in the response area. *WALTONVILLE FIRE DEPARTMENT*

5. Representations of Service Provider. In order to induce the County to enter into this Agreement and provide the funds described herein, the City represents and warrants to the County as follows:

(a) Organization and Power. The City is a municipal corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, and has all requisite power and authority to own its asset, to transact the business in which it is now engaged or proposed to be engaged, and to enter into and perform its obligations under this Agreement.

(b) Authority. The city 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. This Agreement constitutes the valid obligations of the City, legally binding upon it and enforceable in accordance with its terms. No further consent or approval of any other party is required in connection with the execution, delivery, performance, validity and enforcement of *this* Agreement.

(c) No Material Litigation. There is no action, suit or proceeding pending or threatened against or affecting the City before any court, arbitral body, governmental department, commission, board or other federal, state, county, or municipal instrumentality, agency or authority which might, in any one case or in the aggregate, materially or adversely affect the ability of the City to fully and satisfactorily discharge its obligations under this Agreement.

(d) No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate any agreement, contract, undertaking, instrument, or other agreement to which the County is party or which purports to be binding upon the City. The City is not in default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement, contract, instrument, or other document to which it is a party. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of the City's Articles of Incorporation, Bylaws, Partnership Agreement, Articles of Organization, Operating Agreement, or other similar corporate document(s) (as the case may be).

(e) Information. All representations, warranties and other information heretofore or hereafter furnished by the City to the County is or will be true and correct as of the date such information was furnished.

6. No Liability of City; Indemnity.

(a) *No Liability of County.* The Service Provider will be entirely and solely responsible and liable for all acts and omissions of the Service Provider and its agents, employees and contractors while engaged in the performance of the Services contracted for hereunder, and the City shall in no event be liable for any injury or damage to person or property resulting from any such Services.

(b) *Indemnification.* The provisions of this Agreement notwithstanding, and in addition to any other indemnities in favor of the County specifically provided for herein, the City agrees to fully protect, defend, indemnify and save the County and its officials, representatives, agents, and employees harmless against and from any and all liabilities, claims, suits, proceedings, damages, demands, penalties, judgments, costs and expenses (including but not limited to litigation expenses and reasonable attorneys' fees) of every kind and nature, arising out of any negligent act or omission of City or its agents, employees, representatives, or contractors; provided that if a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. Section 13-8-2 and are applicable to this Agreement, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. Section 13-8-2, but the remainder of this indemnification shall be unaffected.

7. Insurance and Other Bonds. At all times during the term of this Agreement, the City shall, at its sole cost and expense, maintain in effect the following bonds and policies of insurance in form, substance, insurer, and amount (where not expressly stated herein) reasonably satisfactory to the County: (i) general comprehensive liability insurance in amounts of not less than one million (\$1,000,000.00) dollars per occurrence; (ii) worker's compensation insurance as required by law; (iii) motor vehicle liability and property damage insurance if not provided by the policies referenced in subpart (i) hereinabove. The City will promptly pay or cause to be paid the premiums on all such insurance on or before the due date thereof, and the City shall provide to the County evidence of such bonds and policies of insurance with paid receipts or such other proof of payment as may reasonably be required. The fact that the City is either required to furnish and maintain liability insurance or that the City shall furnish and maintain the liability insurance as provided in this paragraph does not relieve the City of its obligation to indemnify and save the County harmless from and against those claims and damages set forth in Paragraph 8 hereof.

8. Non-Transferability. This is a personal agreement between the parties hereto, and the City's rights and/or obligations under this Agreement may not be sold, transferred, assigned, pledged, or hypothecated in any manner without the prior written approval of the County.

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

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

11. Waiver. No failure by the County to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and the County may not waive any of its rights, except by a written instrument executed by the County. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

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

13. Neutral Construction. 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.

14. Governing Law: Venue. THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF GEORGIA AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAW OF THE STATE OF GEORGIA. THE COUNTY AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, AND THE COUNTY 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.

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

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

[Signatures Appear on Following Page]

[Agreement Pursuant to O.C.G.A. § 15-21-101(b)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year shown above, and same shall be considered binding upon both parties.

CITY OF WALTHOURVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

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

Witness

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

LIBERTY COUNTY BOARD OF COMMISSIONERS

Date: _____

(OFFICIAL SEAL)

By: _____
Donald L. Lovette, Chairman

Attest: _____
Joseph W. Brown, Administrator

the presence of as to County:

Witness

Notary Public

My Commissioner Expires: _____

(NOTARY SEAL)



Liberty County Sheriff's Office

Sheriff William N. Bowman
Liberty County Justice Center
201 S Main St #1300, Hinesville, GA 31313



INTERGOVERNMENTAL AND INTERAGENCY AGREEMENT

November 1, 2023

This memorandum of understanding is made and entered into this 1st day of November, by and between the City of Walthourville, Georgia, a municipal corporation and William N. Bowman in his capacity as the duly elected Sheriff of Liberty County, Georgia, to establish a working agreement between the Liberty County Sheriff's Office and the Walthourville Police Department in a concerted effort to provide law enforcement service to the citizens of Walthourville and Liberty County, Georgia.

WHEREAS, the Sheriff of Liberty County, Georgia, has authorized officers with the Walthourville Police Department in the following:

1. Use of the Liberty County Sheriff's Office radio frequency in accordance with a working agreement with the Liberty County Public Safety Communication Center and Federal Communication Commission regulations,
2. Utilization of the Intoxilyzer 9000 at the Liberty County Jail for the purpose of testing drivers believed to be under the influence of alcohol,
3. Utilization of the Liberty County Jail as documented in Appendix A of the "Liberty County Jail Construction and Staffing Agreement", and
4. The Sheriff of Liberty County agrees that the Liberty County Jail will continue to receive, and process prisoners brought into the jail by the Walthourville Police Department. This includes fingerprinting and photographing services.

The Liberty County Sheriff's Office will provide investigative support to the City of Walthourville in the following fashion:

1. When requested by the Walthourville Police Department, the Liberty County Detective's Office will investigate felony violations of the Criminal Code of Georgia that occur in the City of Walthourville. The full support of the Walthourville Police Department is both expected and welcomed in such investigations. To accomplish this task, the Liberty County Detective's Office must be notified as soon as it has been determined that a felony has occurred. The detective will determine the appropriate response according to customary established guidelines. The initial Walthourville Police Department incident report must be forwarded to the Detective Commander no later than end of shift.

2. All investigative decisions shall be made by the case detective, under the guidance of the Detective Commander. All investigations will be considered joint investigations by the Liberty County Sheriff's Office and the Walthourville Police Department and will be publicly reported as such.

The Liberty County Narcotics Unit will provide investigative support to the City of Walthourville in the following fashion:

1. When requested, the Liberty County Narcotics Unit will investigate violations of the Georgia Controlled Substance Act that occur in the city of Walthourville. The full support of the Walthourville Police Department is both expected and welcomed in such investigations. To accomplish this task, the Liberty County Narcotic detective must be notified as soon as it is determined that a violation has occurred. The initial Walthourville Police Department incident report must be forwarded to the Narcotic Unit Commander no later than end of shift.
2. The Liberty County Narcotics detective will determine the appropriate action, according to customary established guidelines. All investigative decisions shall be made by the case detective, under the guidance of the Narcotic Unit Commander. All investigations will be considered joint investigations by the Liberty County Sheriff's Office and the Walthourville Police Department and will be publicly reported as such.

All press releases, or any other release of information regarding joint investigations, must be approved by the Bureau of Police Operations, and/or the Chief Deputy, and/or Sheriff Bowman.

This agreement will remain in effect for the initial period of one (1) year and may be renewed for subsequent periods of three (3) years each, upon the mutual agreement of the parties.

Either party hereto may cancel and terminate this agreement at the end of the initial term or at any time thereafter by giving the other party ninety (90) days written notice to that effect.

The Chief of Police, Walthourville, Georgia, and the Chief Deputy of the Liberty County Sheriff's Office will assume liaison responsibilities for their respective agencies regarding law enforcement matters in the city.

In addition to regular patrol activity within the City of Walthourville, the Sheriff agrees to provide additional law enforcement coverage in the absence of Walthourville Police Department Officers due to court obligations, or circumstances unforeseen. Request for such services should be made to the Chief Deputy or the Patrol Commander as soon as practical.

Cost of Services. Following 24 hours of coverage, the city will reimburse the Sheriff's Office the following for Deputy-Sheriff(s) and Patrol Vehicle(s) based on the rates listed below:

- (a) Deputy Sheriff- \$108.46/hour
- (b) Patrol Vehicle- \$73.20/shift

Duties and Responsibilities.

1. Provide fully equipped Deputy Sheriff patrol units to augment law enforcement activities in the city limits of Walthourville, Georgia for 12 hour shifts as requested by the Walthourville Chief of Police on dates mutually agreed upon by both parties.
2. Sheriff Deputies who perform law enforcement duties in the City of Walthourville shall be supervised by Sheriff supervisors while conducting such duties and will be subject to all current Sheriff's Office's policies.
3. Respond to all calls for service, including routine and emergency calls and requests for medical assistance.
4. Enforce traffic law and write citations using Sheriff's Office forms. A Walthourville case number will be attached to each citation and a copy forwarded to the Walthourville Police Department.
5. Complete all required written reports associated with Walthourville law enforcement contacts, and promptly forward copies of those reports to Walthourville Police Department when completed.
6. Ensure deputies arrive at the Walthourville Police Department station for a briefing prior to going on patrol
7. Maintain a scheduling roster to record deputy names and hours of service provided.

Each Party hereto represents and warrants that it has the authority to enter into this Agreement, and the individuals executing this Agreement on behalf of the City of Walthourville and the Sheriff of Liberty County, hereby expressly represent that they are authorized to execute this Agreement on behalf of the party for which they sign and that they are authorized to bind the party to the terms set forth herein.

City of Walthourville, Georgia

By: _____
Larry Baker, Mayor

Attest: _____
Chris Reed, Chief of Police

Sheriff of Liberty County, Georgia

William N. Bowman

Signed, sealed and delivered in the presence of:

Notary Public
My Commission Expires: _____
(SEAL)