



CITY OF WALTHOURVILLE

The Honorable Mayor Sarah B. Hayes, Presiding

August 12, 2025 @ 6:00 PM
Walthourville Police Department

Elected Officials

Luciria L. Lovette, Mayor Pro Tem
Mitchell Boston
Patrick Underwood
Bridgette Kelly
Robert Dodd

City Administration

Nicolas Maxwell, Fire Chief
Mrs. Ivy Norris, Finance Manager
Christopher Reed, Police Chief
Mr. Dave Martin, Public Works Administrator
Mr. Luke R. Moses, City Attorney
Ms. Shana T. Moss, City Clerk/HR Administrator

AGENDA

- | | | |
|-------|---|----------------------------|
| I. | Call to Order | Mayor Sarah B. Hayes |
| II. | Roll Call | City Clerk |
| III. | Invocation | Appointee |
| IV. | Pledge of Allegiance | In Unison |
| V. | Adoption of Meeting Agenda | Councilmembers |
| VI. | Adoption of Meeting Minutes | Councilmembers |
| | <ul style="list-style-type: none">• <i>July 22, 2025 Minutes will be available at the August 26, 2025, Meeting.</i> | |
| VII. | Presentation | |
| | Keep Liberty Beautiful | Dr. Karen Bell
Director |
| | <ul style="list-style-type: none">• Keep Liberty Beautiful Proclamation• Keep Liberty Beautiful Presentation | |
| VIII. | Agenda Item(s) | |
| | 1. LCPC | Mrs. Lori Parks |
| | Special Event Permit for Labor Day Fest. | |
| | 2. LCPC | Mrs. Lori Parks |
| | Special Event Permit for 2 nd Annual Autumn Showcase. | |
| | 3. LCPC | Mrs. Lori Parks |
| | Business License Request for Kr8tive Nails. | |

4. LCPC

Special Event Permit for Ronald (Ron) Deleon Day.

Mrs. Lori Parks

5. LCPC

Service Delivery Strategy.

Mr. Jeff Ricketson

6. City of Walthourville

RFP for Roads and Ground.

Councilmember Mitchell Boston

7. City of Walthourville

FLOST IGA and Resolution.

Attorney Luke R. Moses

8. City of Walthourville

Liberty County Tax Commissioner Contract.

Attorney Luke R. Moses

9. City of Walthourville

Policy Updates.

Attorney Luke R. Moses

10. City of Walthourville

City Road Enhancement/Upgrade.

Mayor and Council

11. City of Walthourville

County Events Participation

Mayor and Council

IX. Department Comments

- Water Department
- Fire Department
- Police Department

City of Walthourville

Mr. Patrick Golphin

Chief Nicolas Maxwell

Chief Christopher Reed

X. Citizens Comments

Walthourville Citizens

XI Mayor's Update

Mayor Sarah B. Hayes

XII. Elected Officials' Comments

City of Walthourville

- Mayor Pro Tem Luciria L. Lovette
- Councilmember Mitchell Boston
- Councilmember Patrick Underwood
- Councilmember Bridgette Kelly
- Councilmember Robert Dodd

XIII. Executive Session

None

XIV. Adjournment

Mayor and Council

When an Executive Session is warranted, it is called for the following:

(Litigation, Personnel and Real Estate)

Liberty Consolidated Planning Commission – Report

Governing Authority: The City of Walthourville



Mayor & Council Date: August 12, 2025

Business License: 912-Day (August 29 – August 31, 2025)

Business Owner: Rodney Kelly

Property Owner: Con Sabor Boricula LLC – Raul Rios, Jr.

Address: 4850 W. Oglethorpe Hwy. Parcel 050B045

Zoned: C2 (General Commercial)

Comments: Needs Mayor and Council Approval for this One Time Event Permit.

Recommendation: APPROVAL

LCPC Staff: _____

Lori Parks
Zoning Administrator

_____ Date



City of Walthourville Business License Division

SPECIAL EVENT PERMIT

This application must be completed and submitted 21 Days Prior to the Outdoor Event
Please do not begin advertising your event until your application is approved.

Applicant information

Name: Rodney Kelly Music show ETC ETC
Event Name: Labor day fest 912 - Day ~~and~~ ~~and~~ ~~and~~ ~~and~~
Business: _____ Business Address _____
Mailing Address 117 - Scott Rd City Hinesville State GA Zip 31313
Home Address Same City _____ State _____ Zip _____
Email Address d.kelly25269@gmail.com
Address of Outdoor Event: 4850 Oglettsford Hwy midway GA 31313
Date/Time of Outdoor Event: 12 - until
Beginning Date: 8-29-25 End Date: 8-31-25
Event Time: 12 AM / PM until 10 AM / PM
Set-Up Time: 10 (AM) / PM
Break-Down Time: 8 AM / PM Aug 31

Event Type: ☐ Private *no more than three (3) days duration in which alcohol is served/sold by a Licensed Alcoholic Beverage Caterer or bona fide nonprofit organization*
☐ Public *no more than three (3) days duration*

Anticipated Number of Participants: _____

Alcohol will be: ☒ Sold ☐ Served Food Will Be: ☒ Sold ☐ Served Onsite Cooking ☒ Yes ☐ No
Has a Food Service permit been granted? ☐ Yes ☐ No ☐ By The Department of Public Health ☐ N/A
Will Tents be used? ☐ Yes ☐ No How many? _____ Will sound amplification equipment be used? ☐ Yes ☐ No
Will artificial lighting be used? ☐ Yes ☐ No Will a sign or other type of display be used? ☐ Yes ☐ No

Detailed Description of Outdoor Event: (Include information about activities, structures, vendors, merchandise, etc.)

PRINTED NAME AND SIGNATURE OF APPLICANT: _____

DATE: 7 / 17 / 2025

I acknowledge and affirm that this Outdoor Event will occur in accordance with the terms and conditions stipulated therein of the permit.

PRINTED NAME AND SIGNATURE OF PROPERTY OWNER: _____

Date: 7 / 17 / 2025

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

Liberty Consolidated Planning Commission – Report

Governing Authority: The City of Walthourville



Mayor & Council Date: August 12, 2025

Business License: 2nd Annual Autumn Showcase (September 20, 2025)

Business Owner: Rickie L McGregory Jr.

Property Owner: Con Sabor Boricula LLC – Raul Rios, Jr.

Address: 4850 W. Oglethorpe Hwy. Parcel 050B045

Zoned: C2 (General Commercial)

Comments: Needs Mayor and Council Approval for this One Time Event Permit.

Recommendation: APPROVAL

LCPC Staff: *Lori Parks*

Lori Parks

Zoning Administrator

7.30.25

Date



City of Walthourville Business License Division

SPECIAL EVENT PERMIT

This application must be completed and submitted 21 Days Prior to the Outdoor Event
Please do not begin advertising your event until your application is approved.

Applicant information

Name: Rickie L. McGregory Jr
Event Name: 2nd Annual Autumn Showcase
Business: RC Auto Collaboration Business Address: 165 McCumber Drive
Mailing Address: 165 McCumber Drive City: Altenhurst State: GA Zip: 31301
Home Address: Same City: _____ State: _____ Zip: _____
Email Address: rc.autocollaboration@yahoo.com
Address of Outdoor Event: (Bo'Maz) 10.50 W. Oglethorpe HWY 31301
Date/Time of Outdoor Event:
Beginning Date: Sept. 20th End Date: 9-20-2025
Event Time: 12 AM / PM until 6 AM / PM
Set-Up Time: 8 AM PM
Break-Down Time: 6 PM AM / PM

Event Type: ☐ Private *no more than three (3) days duration in which alcohol is served/sold by a Licensed Alcoholic Beverage Caterer or bona fide nonprofit organization*
☒ Public *no more than three (3) days duration*

Anticipated Number of Participants: 100-200

Alcohol will be: ☐ Sold ☐ Served Food Will Be: ☐ Sold ☐ Served Onsite Cooking ☐ Yes ☒ No
Has a Food Service permit been granted? ☐ Yes ☒ No ☐ By The Department of Public Health ☒ N/A
Will Tents be used? ☒ Yes ☐ No How many? 4 Will sound amplification equipment be used? ☒ Yes ☐ No
Will artificial lighting be used? ☐ Yes ☒ No Will a sign or other type of display be used? ☒ Yes ☐ No

Detailed Description of Outdoor Event: (Include information about activities, structures, vendors, merchandise, etc.)

We are having a Family Fun Day, car show, line dancing, Kids Powerwheels car show, All cars will be parked, Games Face painting and much more

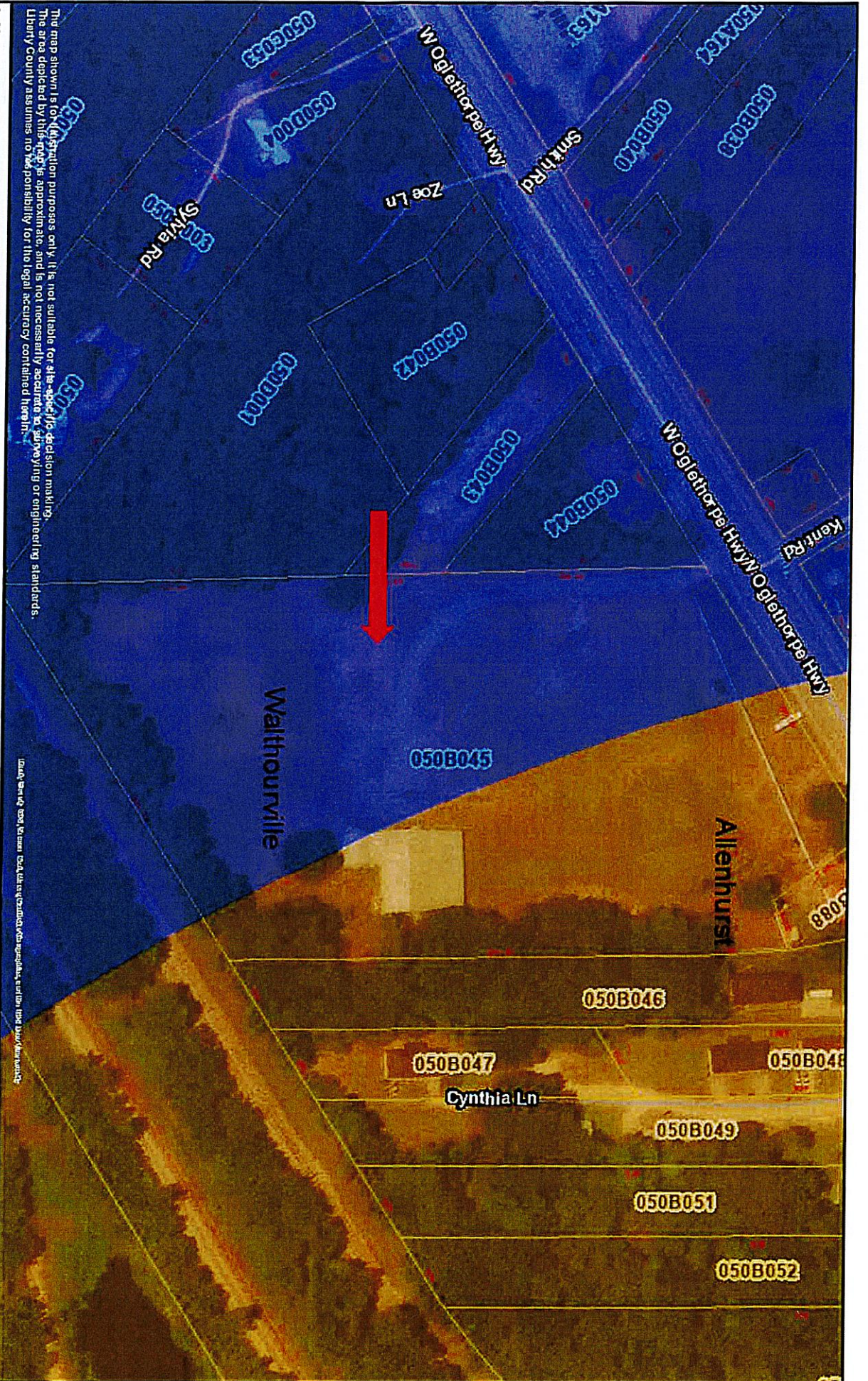
PRINTED NAME AND SIGNATURE OF APPLICANT: Rickie L. McGregory Jr DATE: 7 / 17 / 2025

I acknowledge and affirm that this Outdoor Event will occur in accordance with the terms and conditions stipulated therein of the permit.

PRINTED NAME AND SIGNATURE OF PROPERTY OWNER: RAYL Rios Jr Ray/Rick Date: 7 / 17 / 2025

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



This map is shown for information purposes only. It is not suitable for any specific decision making. The area depicted by this map is approximate, and is not necessarily accurate to surveying or engineering standards. Liberty County assumes no responsibility for the legal accuracy contained herein.

Liberty County PRISM 2.0

Areas

Override 1

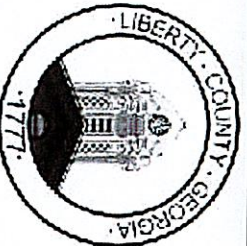
Incorporated Boundaries Carto Line

Roads

WALTHOURVILLE

Land Hook

Parcels



Liberty County

Assessors' Office

100 Main Street, Suite 1550
Hinesville, Georgia 31313

Phone: (912) 876-3568

0 0.035 0.07 mi
1 inch = 188 feet



Printed on 7/30/2025
<http://www.libertycountyga.com>

Liberty Consolidated Planning Commission – Report

Governing Authority: The City of Walthourville



Mayor & Council Date: August 12, 2025

Business License: Kr8tive Nails

Business Owner: Phi Ngo

Address: 4981 W Oglethorpe Highway, Suite 5

Zoned: C-3 (Highway Commercial District)

Comments: Nail Salon

Recommendation: APPROVAL

LCPC Staff:

Lori Parks

Zoning Administrator

7-30-25

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 Kr8tive Nails Business Phone# (712) 323 6718
Name of Corporation/LLC* Kr8tive Nails LLC
Business Address 4981 W. Oglethorpe Hwy Hinesville GA 31313 Unit 5
Mailing Address _____
Email Address stayfocus131@gmail.com
Full Detailed Description of
Business Nail Salon

Date Business began in City of Walthourville July 17 2025
#of employees in City of Walthourville 0 E-verify# (Required if 11 or more employees _____
State Sales Tax ID# _____ Federal ID # 33-4458095
Owner Name P.H. Ngo SS# _____ DOB _____
Home Address 207 Ventura Pl Apt# _____ City Pooler State GA Zip 31322

*** 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: PN
(initials)

Signature: [Signature]

I Phu Ngo, 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 July day of 17, 2025.

Signature of applicant _____ legibly print name _____

This application must be approved by the Liberty County Planning Commission

Tax Map & Parcel# 050A163

Zoning Classification C3

Approved by: [Signature: Lou Parks]

Date Approved: 7-30-25

Date the request will be presented to Mayor and Council: August 12, 2025

*****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: _____.

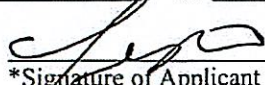
The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G. A. § 50-36-1(e)(1), with this affidavit.

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 17 day of July, 2025 in _____ (city), _____ (state).


*Signature of Applicant

PHI Ngo
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

NOTARY PUBLIC

My Commission Expires:

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

Secure and Verifiable Documents Under O.C.G.A. § 50-36-2
Issued August 1, 2011 by the Office of the Attorney General, Georgia

The Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA") provides that "[n]ot later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law's website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General." O.C.G.A. § 50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at:
<http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]

- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A driver's license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]

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 _____, __, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

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.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/29/2025 23:12:22

BUSINESS INFORMATION

BUSINESS NAME : KR8TIVENAILS LLC
CONTROL NUMBER : 25056605
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2025

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 222 ISLAND CREEK LANE, SAVANNAH, GA, 31410, USA
REGISTERED AGENT NAME : HARRY SZETO
REGISTERED OFFICE ADDRESS : 13015 ABERCORN ST UNIT D3A, SAVANNAH, GA, 31419, USA
REGISTERED OFFICE COUNTY : Chatham

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 222 ISLAND CREEK LANE, SAVANNAH, GA, 31410, USA
REGISTERED AGENT NAME : HARRY SZETO
REGISTERED OFFICE ADDRESS : 13015 ABERCORN ST UNIT D3A, SAVANNAH, GA, 31419, USA
REGISTERED OFFICE COUNTY : Chatham

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Harry Szeto
AUTHORIZER TITLE : Registered Agent



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authentication ✓ 3. Address ✓ 4. Details

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **33-4458095**

Legal Name: **KR8TIVENAILS LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)



STATE OF GEORGIA
Brad Raffensperger, Secretary of State
Georgia State Board of Cosmetology and Barbers
Nail Technician

LICENSE NO. NT021093
Phi Minh Ngo
Savannah, GA 31410
EXP DATE - 08/31/2027
Active
Issue Date - 06/07/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb



STATE OF GEORGIA
Brad Raffensperger, Secretary of State
Georgia State Board of Cosmetology and Barbers
Nail Technician

LICENSE NO. NT021093
Phi Minh Ngo
Savannah, GA 31410
EXP DATE - 08/31/2027
Active
Issue Date - 06/07/2021

1776

Liberty Consolidated Planning Commission – Report

Governing Authority: The City of Walthourville



Mayor & Council Date: August 12, 2025

Business License: One Time Event – Ron Deleon Day

Business Owner: Walthourville Meat Market

Representative: Nicole Deleon

Address: 5715 W Oglethorpe Hwy.

Zoned: Zoned C2 (General Commercial) Parcel 050C006

Comments: A day of giving back. There will be food trucks
And meat give aways. Community vendors &
Stakeholders. Date is August 31, 2025 from
3 p.m. to 7 p.m.

Recommendation: APPROVAL

LCPC Staff:

Lori Parks

Lori Parks

Zoning Administrator

8-5-25

Date



City of Walthourville Business License Division

SPECIAL EVENT PERMIT

This application must be completed and submitted 21 Days Prior to the Outdoor Event
Please do not begin advertising your event until your application is approved.

Applicant information

Name: Nicole Deleon
Event Name: Ron Deleon Day - A day of giving back
Business: Walthourville Meat Market Business Address: 5715 W. Oglethorpe Hwy
Mailing Address: 5715 W. Oglethorpe Hwy City: Walthourville State: GA Zip: 31333
Home Address: 5715 W. Oglethorpe Hwy City: Walthourville State: GA Zip: 31333
Email Address: KristinndeLeon11@gmail.com
Address of Outdoor Event: Same as physical
Date/Time of Outdoor Event: August 31, 2025
Beginning Date: 8/31/25 End Date: 8/31/25
Event Time: 3:00 AM/PM until 7:00p AM/PM
Set-Up Time: 11:00am AM/PM
Break-Down Time: 7:00 AM/PM

Event Type: ☐ Private *no more than three (3) days duration in which alcohol is served/sold by a Licensed Alcoholic Beverage Caterer or bona fide nonprofit organization*

☒ Public *no more than three (3) days duration*

Anticipated Number of Participants: Numerous

Alcohol will be: ☐ Sold ☐ Served Food Will Be: ☒ Sold ☐ Served Onsite Cooking ☒ Yes ☐ No
Has a Food Service permit been granted? ☒ Yes ☐ No ☒ By The Department of Public Health ☐ N/A
Will Tents be used? ☒ Yes ☐ No How many? 7 Will sound amplification equipment be used? ☒ Yes ☐ No
Will artificial lighting be used? ☐ Yes ☒ No Will a sign or other type of display be used? ☒ Yes ☐ No

Detailed Description of Outdoor Event: (Include information about activities, structures, vendors, merchandise, etc.)

Food trucks & meal giveaways. Community
vendors & stakeholders

PRINTED NAME AND SIGNATURE OF APPLICANT: Nicole Deleon DATE: 8 / 4 / 25

I acknowledge and affirm that this Outdoor Event will occur in accordance with the terms and conditions stipulated therein of the permit.

PRINTED NAME AND SIGNATURE OF PROPERTY OWNER: Deleon Family Date: 8 / 4 / 25

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



MEMORANDUM

DATE: July 28, 2025
TO: Mayor and Council, City of Walthourville
FROM: Jeff Ricketson, Executive Director *JR*
RE: 2025 Update of Service Delivery Strategy

In 1997, Georgia General Assembly adopted legislation known as House Bill 489 (the Service Delivery Strategy law) codified in Chapter 70 of Title 36 of the Official Code of Georgia Annotated. As such, every city and county in Georgia is required to adopt and periodically update an official Service Delivery Strategy. Liberty County and its municipalities first adopted a joint Service Delivery Strategy in June 1999, and it has been updated 6 times since the initial adoption. Updates are required when there are material changes in the services covered or prior to every update of the comprehensive plan.

Since our local governments are currently in the process of updating the Liberty County Joint Comprehensive Plan, LCPC staff met with local officials from the County and each municipality during the spring and reviewed the services covered in the Service Delivery Strategy. Hereto attached is the proposed updated Service Delivery Strategy for Liberty County and its 7 municipal governments. The proposed updated Service Delivery Strategy reflects the current provision of services with Liberty County.

The updated Service Delivery Strategy must be adopted by each local government in Liberty County by October 31st.

**A RESOLUTION OF THE CITY OF WALTHOURVILLE, GEORGIA TO AMEND THE
LIBERTY COUNTY SERVICE DELIVERY STRATEGY**

WHEREAS, the Georgia General Assembly adopted legislation in 1997 known as House Bill 489 (the Service Delivery Strategy law) codified in Chapter 70 of Title 36 of the Official Code of Georgia Annotated; and,

WHEREAS, the intent of HB 489 was to minimize any inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use; and

WHEREAS, the City of Walthourville has entered into a Service Delivery Agreement with Liberty County, the Town of Allenhurst and the Cities of Hinesville, Flemington, Gum Branch, Midway, and Riceboro; and,

WHEREAS, the City of Walthourville will update and submit its Comprehensive Plan to the Georgia Department of Community Affairs before October 31, 2025, and that update, pursuant to O.C.G.A. 36-70-28(b)(1), triggered the requirement to update or extend the current Service Delivery Strategy Agreement; and

WHEREAS, the City of Walthourville, Liberty County, the Town of Allenhurst, and the Cities of Hinesville, Flemington, Gum Branch, Midway, and Riceboro desire to amend the current Service Delivery Strategy.

NOW, THEREFORE, BE IT RESOLVED, that the City of Flemington hereby authorizes the Mayor to execute Georgia Department of Community Affairs Forms 1-4 Certification for Amendment and Extension of Existing SDS and any other documentation that may be required for the extension of the current Liberty County Service Delivery Strategy.

This Resolution shall become effective on the _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025

Sarah B. Hayes, Mayor

Luciria Lovette, Mayor Pro Tem

Mitchell Boston, Councilmember

Patrick Underwood, Councilmember

Bridgette Kelly, Councilmember

Robert Dodd, Councilmember

ATTEST:

Signature

Printed Name

Title



CITY OF WALTHOURVILLE

MAYOR AND CITY COUNCIL AGENDA ITEM

SUBJECT: RFP FOR ROADS AND GROUNDS

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☐ RESOLUTION/PROCLAMATION

☒ OTHER

SUBMITTED: 08-06-2025

Council Meeting: 08-12-2025

DEPARTMENT: Councilmembers

BUDGET IMPACT:

PUBLIC HEARING? () Yes () No

PURPOSE:

HISTORY:

FACTS AND ISSUES: Mayor and Council will determine publication dates and length of bid application date.

RECOMMENDED ACTIONS:

Councilmember Mitchell Boston

City of Walthourville

Request for Proposals for Roads and Ground Outsourcing



The City of Walthourville will receive sealed bids for Roads and Ground Maintenance from **(To Be Determined by Elected Officials)**.

The documents comprising the Request for Proposal may be obtained from The City of Walthourville located at 222 Busbee Road or via www.cityofwalthourville.com

The City of Walthourville reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the City's judgment, will be in the City's best interests.

CITY OF WALTHOURVILLE

REQUEST FOR PROPOSAL FOR ROADS AND GROUNDS OUTSOURCING

Proposal Number:	DPW-RG 2025-01
Proposal Opening Date:	To Be Determined by Elected Officials
Proposal Opening Time:	To Be Determined by Elected Officials
Proposal Opening Place:	Walthourville Police Department

SECTION A: INSTRUCTIONS TO PROPOSERS

The City of Walthourville is soliciting proposals for their Roads and Ground Department. This RFP is not a contract offer, and no contract will exist unless a written contract is signed by the City of Walthourville and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP.

1: RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP in the City of Walthourville if the city deems it is in the city's best interest. Any such action shall be affected by posting on the city's website at www.cityofwalthourville.com

2: KEY DATES

Bid Submission Period: To be Determined by Elected Officials

Closing Date and Time: To be determined by Elected Officials

Bid Opening: To be determined by Elected Officials

Bid Award Date: To be determined by Elected Officials

3: COSTS FOR PREPARING PROPOSAL:

Each proposer's cost incurred in developing its proposal is its sole responsibility, and the city shall have no liability for such costs.

4: OWNERSHIP OF PROPOSALS

All proposals submitted become the city's property and will not be returned to the proposers.

SECTION B: SCOPE OF SERVICES

The City of Walthourville is seeking qualified vendors to submit proposals for the outsourcing of Roads and Grounds maintenance services. The Scope of Work includes but is not limited to routine road and roadside cleaning, general grounds maintenance, and the erection, maintenance and replacement of road signs. Mowing and lawn maintenance at the city's eleven lift stations.

1. GENERAL DAILY ACTIVITY:

The Contractor shall monitor all areas, with particular attention to city lawns, roads, and streets. He/she shall promptly communicate problems and/or areas of deterioration to contracted office staff and or personnel.

2. MOWING, TRIMMING, ETC.

Mow all roads as needed but at a minimum average of once weekly during the months of March-October. All roads should be maintained by the awarding proposer. In addition to mowing common areas, contractor shall trim all fence lines, swales, and around all buildings and other structures that the mower cannot reach on a regular basis. Trimming tree limbs that have overgrown in and around the pump station. Removing weeds in and around the pump station and raking the leaves in and around the pump stations.

The selected contractor will be responsible for providing all labor, equipment, and materials to perform the following tasks:

- Cleaning and maintenance of city roads, sidewalks, and public right-of-ways
- Mowing, trimming, debris removal, and general upkeep of city-owned grounds
- Erection, replacement, and maintenance of road signs (stop signs, speed limit signs, directional signage, etc.)
- Seasonal services as needed (e.g., storm clean-up, leaf removal)
- Emergency response services related to roads and grounds

- **Drainage Ditch Maintenance**

Keeping ditches clear is a big part of preventing flooding. A quick line covering this responsibility would be helpful.

- **Right-of-Way Maintenance**

We already mention mowing and trimming, but it would be good to add clearing of overgrowth, trash, or anything that blocks access.

- **Emergency Response Times**
- **On-call availability during inclement weather events (e.g. storms, hurricanes, heavy winds) to remove fallen trees, limbs and debris that obstruct roadways and public access. within 2 hours of notification.**
- **Emergency response for road and grounds hazards affecting public safety.**

- **Monthly Reporting**

A monthly log of tasks completed, locations serviced, and any issues must be annotated and submitted monthly.

- **Performance Oversight**

Periodic inspections conducted by the Mayor's designee and or evaluation to ensure standards are consistently met.

City's Lift Stations:

- **Hardman Road**
- **Master Station (behind Vape Shop)**
- **Fletcher Road**
- **Shaw Road**
- **Dunlevie Road**
- **Glenbrook**
- **Wilder Pond**
- **Thompson Road**
- **Hillary Lane**
- **Carter Road**
- **Vandiver Road**

3. BRUSH CLEARING:

All listed locations shall be kept clear of excessive brushy growth, including vines, brambles and samplings. Approximately once per month, or as needed during the growing season.

4. Proposal Requirements

Interested vendors should submit a proposal that includes the following:

- Company background and qualifications
- Experience with municipal or governmental contracts

- Staffing plan and qualifications of personnel
- Equipment inventory
- Cost proposal (detailed line-item pricing or hourly rates)
- Proof of insurance and bonding
- References from at least three current or recent clients

5. Contract Duration

The initial term of the contract will be (DETERMINED BY ELECTED OFFICIALS) with the option to renew annually for up to three (3) additional years based on satisfactory performance.

6. Submission Instructions

All proposals must be submitted **SEALED** by mail to: (DETERMINED BY ELECTED OFFICIALS) to:

City of Walthourville
Office of the City Clerk
P.O. Box K
Walthourville, GA 31333

Or hand-delivered: **SEALED** to:

City of Walthourville
222 Busbee Road
Walthourville, GA 31333

City Hall's operating hours are Monday-Friday from 9:00 AM-5:00 PM and the office is closed daily for lunch from 1:00 PM-2:00 PM.

Late proposals will not be accepted. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities.



CITY OF WALTHOURVILLE

MAYOR AND CITY COUNCIL AGENDA ITEM

SUBJECT: LIBERTY COUNTY FLOST IGA & RESOLUTION

☒ (X) AGREEMENT

☐ () POLICY / DISCUSSION

☐ () CONTRACT

☐ () ORDINANCE

☒ (X) RESOLUTION/PROCLAMATION

☐ () OTHER

SUBMITTED: 08-05-2025

Council Meeting: 08-12-2025

DEPARTMENT: Mayor and Councilmembers

BUDGET IMPACT:

PUBLIC HEARING? ☐ () Yes ☐ () No

PURPOSE:

HISTORY:

FACTS AND ISSUES:

RECOMMENDED ACTIONS: To approve the FLOST IGA and Resolution to allow for the collection of FLOST Funds in 2026 with distribution of Funds beginning in 2027.

Attorney Luke R. Moses

IMPOSITION OF FLOATING LOCAL OPTION SALES TAX

the Special Taxing District that levy ad valorem tax on property have in effect a base year value homestead exemption or adjusted base year value homestead exemption; and

WHEREAS, pursuant to and consistent with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizing intergovernmental agreements generally, and in satisfaction of those provisions of the Act specifically requiring an intergovernmental agreement as a precondition to imposition of a FLOST, the County and Undersigned Municipalities desire to enter into this Agreement as provided herein; and

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

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the parties consent and agree as follows:

ARTICLE I

Eligible Parties

(a) The parties acknowledge that the conditions required by O.C.G.A. § 48-8-109.31(d)(2) are satisfied because this Agreement is executed by the County and by the Undersigned Municipalities, which Undersigned Municipalities collectively represent at least fifty (50%) percent of the Special Taxing District's total residents of municipalities that levy an ad valorem tax on property.

(b) The parties acknowledge that, other than the Undersigned Municipalities, there are no municipalities within the Special Taxing District that are considered "absent municipalities" as defined in O.C.G.A. § 48-8-109.31(e)(1) because no such municipalities levy an ad valorem tax on property within their jurisdiction.

(c) The parties further acknowledge that the Municipalities of Allenhurst, Gumbranch, Midway, and Riceboro, which are located within the Special Taxing District, are ineligible to enter into this Agreement and may not receive FLOST proceeds because these municipalities do not levy an ad valorem tax on property. Such municipalities may each be referred as an "Ineligible Municipality" or collectively as the "Ineligible Municipalities".

ARTICLE II

Proposed Rate and Duration of the 2025 FLOST

(a) In accordance with O.C.G.A. § 48-8-109.31(c), the proposed rate of the 2025 FLOST shall be one (1%) percent.

(b) In accordance with O.C.G.A. § 48-8-109.32(a), the proposed duration of the 2025 FLOST shall be five (5) years.

(c) As used herein, “**2025 FLOST**” shall refer to the FLOST authorized under the Act and specified in this Agreement within the Special Taxing District having such rate and duration as set forth immediately above.

ARTICLE III

Call for and Conduct of Referendum

As soon as practicable after the approval and execution of this Agreement by all parties, the County shall forward a copy of the same to the Liberty County Board of Elections and Registration (the “**Election Superintendent**”), and, in accordance with O.C.G.A. § 48-8-109.32(b), the Election Superintendent shall issue the call for an election for the purpose of submitting the question of the imposition of 2025 FLOST to the voters within the Special Taxing District. The call for and conduct of the election shall be administered by the Election Superintendent in the manner authorized for special elections generally to present questions to the voters under O.C.G.A. § 21-2-540. Said election shall be held on the following date, which is authorized for such purposes under O.C.G.A. § 21-2-540(c)(2): **November 4, 2025** (sometimes, the “**Special Election**”). The Election Superintendent shall cause the date and purpose of the Special Election to be published once a week for four (4) weeks immediately preceding the date of the Special Election in the legal organ of the County or in a newspaper having general circulation in the County at least equal to that of the legal organ. If the imposition of the 2025 FLOST is approved by the electors of the Special Taxing District at the Special Election, a one percent (1%) sales and use tax will be imposed for a period of five (5) years, as provided by the Act and this Agreement.

ARTICLE IV

Ballot Language

In accordance with O.C.G.A. § 48-5-109.32(c), the ballot language for the question of imposing the 2025 FLOST shall read as follows:

ONE PERCENT FLOATING LOCAL OPTION SALES TAX

- () YES For the purpose of reducing property taxes imposed by Liberty County and the municipalities of Hinesville, Flemington, and Walthourville,
- () NO shall a special 1% percent sales and use tax be imposed for five (5) years within the special taxing district of Liberty County as provided in Title 48, Chapter 8, Article 2b of the Official Code of Georgia?

ARTICLE V

Term of Agreement and Tax; Condition Precedent

This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as confirmed by the parties on the signature pages hereto) (said last date of execution being referred to as the “**Effective Date**”), and shall terminate upon (a) the official declaration of the failure of the Special Election; or (b) the expenditure by the County and Undersigned Municipalities of all revenues from the 2025 FLOST in accordance with this

Agreement. This Agreement is contingent and conditioned upon approval of the imposition of the 2025 FLOST by the electors of the Special Taxing District at the Special Election. If approved, said 2025 FLOST shall be effectively imposed commencing on January 1, 2026, or such earlier date permitted by the Act, and shall, absent a renewal, continue for a period five (5) years thereafter.

ARTICLE VI

Use of FLOST Proceeds; Reduction of Ad Valorem Property Taxes

As required by O.C.G.A. § 48-8-109.42 and in conjunction with any further limitations provided in this Agreement, the parties agree that each:

- (a) is required to use the 2025 FLOST proceeds exclusively to provide property tax relief;
- (b) must ensure that the form used by the County tax commissioner or other tax collector to collect ad valorem property taxes for the party clearly states the dollar amount by which the property tax levied by such party was reduced as a result of the receipt of 2025 FLOST proceeds; and
- (c) must annually reduce its roll-back millage rate which is calculated in accordance with O.C.G.A § 48-5-32.1, by the millage equivalent of the net 2025 FLOST proceeds that it received in the prior taxable year.

ARTICLE VII

Apportionment, Distribution, and Accounting of FLOST Proceeds

With respect to the apportionment, distribution, and accounting of the 2025 FLOST proceeds, and during the term of this Agreement, the parties agree as follows:

- (a) The net proceeds, including any interest thereon, of the 2025 FLOST received by the County from the State Revenue Commissioner shall be apportioned and distributed by the County to the County and the Undersigned Municipalities in the time and manner as provided in the Distribution Schedule attached hereto as **Exhibit "A"** (the "**Distribution Schedule**").
- (b) The Distribution Schedule accounts for the minimum distributions to any Absent Municipalities, which are required under O.C.G.A. § 48-8-109.31(e)(2); it being noted that no Absent Municipalities exist for purposes of the Act and this Agreement.
- (c) The County will create a separate account to be held in trust on behalf of the Special Taxing District for each year during which FLOST proceeds are collected and subsequently delivered to the County by the Georgia Department of Revenue. Such account shall be designated as the "2025 Liberty County Special District FLOST Proceeds Fund" (the "**Annual County SD FLOST Fund**"). The County shall select a bank which shall act as a depository and custodian of each Annual County SD FLOST Fund upon such terms and conditions as may be acceptable to the County; provided, however, that each such account shall be interest bearing with interest paid into and retained within such account for later

apportionment and distribution according to the Distribution Schedule. No funds other than the annual 2025 FLOST proceeds, and interest accrued thereon, shall be placed in such accounts. The funds within such accounts shall not be commingled with any other funds of the County. The funds within such accounts shall only be disbursed in the time and manner authorized under this Agreement.

(d) The County shall distribute the 2025 FLOST proceeds to each Government Entity periodically as provided for in the Distribution Schedule.

(e) A separate account or fund shall be created by the County and by each Undersigned Municipality, which corresponds with each year during which 2025 FLOST proceeds are to be distributed from the prior year's Annual County SD FLOST Fund. Each such account or fund shall be designated by the given party as their 2025 Floating Local Option Sales Tax Fund (each, an "**Annual FLOST Tax Relief Fund**"). Notwithstanding the foregoing, in the event that the State Revenue Commissioner shall not require that a separate account be created by each of the parties as contemplated by this subsection (e), then a party shall not be obligated to do.

(f) All funds and accounts established by a party under this Article VII shall be audited by a certified public accounting firm at such time or times as the official audits of the party are made. Each of the parties agrees to cooperate with such certified public accounting firm(s) in any such audit by providing any and all necessary information and shall keep appropriate records concerning such funds and account as may be needed for a property audit thereof.

(g) If an Undersigned Municipality ceases to exist as a legal entity or becomes an inactive municipality (as provided by law) before all funds are distributed or expended under this Agreement, that such municipality's share of the funds to be distributed subsequent to dissolution shall be apportioned and distributed by the County to the County and the Undersigned Municipalities in the time and manner as provided in the Distribution Schedule, unless an act of the Georgia General Assembly provides otherwise within one year from the date on which funds were first unable to be distributed to such defunct or inactive municipality.

(h) If an Undersigned Municipality has not imposed the requisite ad valorem property tax within its jurisdiction in accordance with applicable law as of the Effective Date, then, notwithstanding the other provisions of this Agreement or the ballot question submitted to the voters at the Special Election, said Undersigned Municipality shall not be entitled to its share of 2025 FLOST proceeds provided herein for any year during the term of this Agreement and the ballot question shall be revised accordingly. Additionally, in such circumstances, the County Attorney shall be authorized to revise this Agreement to delete reference to the Undersigned Municipality failing to so impose the requisite ad valorem property tax as of the Effective Date; it being acknowledged that any such Undersigned Municipality shall not be deemed an Absent Municipality under the Act or this Agreement and shall not otherwise be entitled to any share of the 2025 FLOST proceeds.

ARTICLE VIII

Mutual Representations

In furtherance of the public purposes of this Agreement, the County and the Undersigned Municipalities each represent and warrant to the other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries or knowledge of the other parties) that: (a) it has the power to make, deliver, and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (b) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; (c) its representatives executing this Agreement have been duly authorized to execute and deliver the same by all appropriate action on the party's governing authority; (d) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement; (e) the execution, delivery and performance of this Agreement will not contravene any contract, undertaking, instrument, or other agreement to which it is a party or which purports to be binding upon it, or violate the provisions of its respective charter (or similar organizational legislation) or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State, as the case may be; (f) it is authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and the Act and that receipt of 2025 FLOST proceeds will allow it to provide services and/or the joint or separate use of facilities or equipment which are services or facilities it is authorized by law to undertake or provide; (g) the terms of this Agreement, including the Distribution Schedule, comply with applicable law; and (h) the conditions required by O.C.G.A. § 48-8-109.31(d)(1)(A) are satisfied with respect to it because it levies an ad valorem tax on property as of the Effective Date and has in effect a base year value homestead exemption or adjusted base year value homestead exemption. Without limiting the generality of the foregoing, each party hereby specifically represents and warrants that it has formally approved this Agreement at a duly called public meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include the Georgia Open Meetings Act, O.C.G.A. 50-14-1 *et seq.* and any applicable provisions of its respective charter (or other organizational legislation) or Code of Ordinances.

ARTICLE XV

Miscellaneous

The parties additionally agree as follows:

(a) Amendments, Etc. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the parties, shall in any event be effective unless the same shall be in writing and signed by the parties (and approved by their respective governing bodies in accordance with applicable legal requirements), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Notices. Any notices, elections, demands, requests, or other communications

required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, or (iii) sent by a reputable, national overnight delivery service (e.g., Federal Express, UPS, etc.), and addressed to each party at the applicable address set forth on page 1 of this Agreement. Notice sent by first-class United States mail, postage prepaid, registered or certified with return receipt requested, shall be effective three (3) days after its deposit. Notice given in any other manner, including overnight delivery, shall be effective upon delivery. However, the time period within which a response to any notice or request must be given, if any, shall commence to run on the date of actual (or presumed) receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder. Any notice provided for hereunder may be given by a party's attorney or other representative.

(c) No Waiver. No failure or delay on the part of either party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder.

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

(e) Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. In this connection, it is further specifically acknowledged and agreed that each party has or will make such independent review and evaluation, as well as all other decisions, pertaining to the 2025 FLOST without reliance upon any oral or written representation, warranty, information, advice, or analysis of any kind whatsoever from the other parties, however obtained, except for those agreements and representations, if any, expressly and specifically set forth herein. Without limiting the generality of the foregoing, all representations or warranties, express or implied, regarding the success of the Special Election or the amounts to be raised by the 2025 FLOST are hereby disclaimed.

(f) Applicable Law. This Agreement shall be interpreted and the rights and obligations of the parties shall be determined in accordance with the laws of the State of Georgia.

(g) Severability of Provisions. If any provision at this Agreement or any provision of the law authorizing this Agreement or the holding of the Special Election shall be declared or held to be invalid, such invalid provision shall be severable from the remaining provisions of this Agreement and the remaining provisions shall remain in full force and effect.

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

counterparts hereof. In this connection and to facilitate the execution and delivery of this Agreement, such counterparts may be transmitted by facsimile, electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, and the executed and transmitted counterpart will have the same effect as physical delivery of the paper document bearing the original signature. The parties further expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission of any signature page to this Agreement shall be deemed to be "written" and a "writing" for all purposes of the Agreement and shall otherwise constitute an original document binding upon the transmitting party.

(i) 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. The exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

(j) No Third-Party Beneficiaries. This Agreement is made between and limited to the parties executing the same, and is not intended, and shall in no event be construed to be, for the benefit of any Person(s) other than such stated parties, and no taxpayers or other person(s), whether or not residing in Liberty County, 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.

(k) Interpretation: Definitions. All references to sections, paragraphs, schedules and exhibits are to sections, paragraphs, schedules and exhibits in or to this Agreement unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and, except where followed directly by the word "only", the terms "include(s)" or "including" shall mean "to include(s), but is not limited to" or "including, but not limited to", respectively. Whenever the context requires, each gender shall include all other genders. "**Person**" means an individual, partnership, corporation, trust, unincorporated association, governmental body, joint venture or other entity of whatever nature or description. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined.

(l) Notice to Commissioner. Pursuant to O.C.G.A. § 48-8-109.33, a certified copy of this Agreement shall be forwarded by the County to the State Revenue Commissioner to ensure it is received within five (5) business days after certification of the Special Election results.

[Signatures Appear on Following Page(s)]

[Intergovernmental Agreement Regarding 2025 FLOST – Signature Page]

IN WITNESS WHEREOF, the parties 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 Effective Date.

LIBERTY COUNTY, GEORGIA

(OFFICIAL SEAL)

By: _____
Donald L. Lovette, Chairman

Attest: _____
Joseph M. Mosley, Cnty. Administrator

Date: _____, 2025

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding 2025 FLOST Signatures Cont.]

CITY OF FLEMINGTON, GEORGIA

(OFFICIAL SEAL)

By: _____
Paul Hawkins, Mayor

Attest: _____
Jenelle Gordon, City Clerk

Date: _____, 2025

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding 2025 FLOST – Cont.]

CITY OF HINESVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
Karl A. Riles, Mayor

Attest: _____
Estella L. Roberson, City Clerk

Date: _____, 2025

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding 2025 FLOST – Cont.]

CITY OF WALTHOURVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
Sarah B. Hayes, Mayor

Attest: _____
Shana T. Moss, City Clerk

Date: _____, 2025__

[Exhibit(s) Attached]

EXHIBIT "A"

Distribution Schedule

1. Timing of distribution of proceeds:

The County, in consultation with the parties, shall disburse all funds from the prior year's Annual County SD FLOST Fund into the Annual FLOST Tax Relief Fund for each Party on such date(s) as will allow the timely application by the Parties of said funds as required by law.

2. Apportionment and Distribution of 2025 FLOST Proceeds:

- (a) During the term of this Agreement, the parties agree that 2025 FLOST proceeds shall be apportioned and distributed among the parties in such a manner to provide for broad and equitable property tax relief for the taxpayers of the Special Taxing District. To such end, the parties agree that the 2025 FLOST proceeds shall be apportioned and distributed based on the value of 1 mill using the Net Digest Value on each entity's 5-year history of levy for the 2024 tax digest or, absent said history, based on the best information available.
- (b) Based on the foregoing, it is agreed that each party shall be entitled to distribution of the 2025 FLOST proceeds in accordance with the following percentages:

	<u>Party</u>	<u>Distribution Percentage</u>
1.	Liberty County	61.463%
2.	City of Hinesville	33.702%
3.	City of Flemington	2.728%
4.	City of Walthourville	2.107%

The foregoing percentages are stipulated as correct and reasonable for all purposes notwithstanding application of the above described formula and shall be fixed for the term of this Agreement without adjustment or other revision for any reason.

Additionally, and notwithstanding the above distribution percentages or the formula upon which they are based, no party shall be entitled (for any year during the term of this Agreement) to any 2025 FLOST proceeds to the extent said proceeds exceed the net ad valorem property taxes levied (less FLOST rollback amounts) for the prior taxable year. In the event that any party is distributed less than the percentage which they are entitled (as shown in the above schedule) because of such circumstances, the 2025 FLOST revenues to which the party would otherwise be entitled for the subject year shall be distributed, pro rata based on the above distribution percentages, among the remaining parties whose net ad valorem property tax levied for said calendar year exceeds the 2025 FLOST proceeds to which they are entitled for said subject year.

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WALTHOURVILLE, GEORGIA TO APPROVE THE IMPOSITION OF A FLOATING LOCAL OPTION SALES TAX, CONDITIONED UPON APPROVAL BY A MAJORITY OF THE QUALIFIED VOTERS RESIDING WITHIN LIBERTY COUNTY VOTING IN A REFERENDUM THEREON TO BE HELD NOVEMBER 4, 2025; TO APPROVE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH LIBERTY COUNTY RELATING THERETO; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, under O.C.G.A. § 48-8-109.30 *et seq* (sometimes, the “**Act**”), and by following the procedures set forth therein, a Floating Local Option Sales Tax (“**FLOST**”) may be imposed for the limited purpose of providing property tax relief within the special taxing district that is coterminous with the geographical boundaries of the County (the “**Special Taxing District**”) at a rate of up to one (1%) percent and for a period of no more than five (5) years, subject to approval of said FLOST by the voters within the Special Taxing District at a referendum held for such purpose; and

WHEREAS, as a condition precedent to issuance of the call for the referendum, and unless otherwise specifically provided in the Act, the governing authority of Liberty County, Georgia (the “**County**”) and the governing authority(ies) that represent at least fifty (50%) percent of the Special Taxing District’s residents of municipalities that levy an ad valorem tax on property, must enter into an intergovernmental agreement calling for a FLOST and specifying the proposed rate of the tax, the proposed maximum period of time that the tax is to be levied, and the proposed distribution of the tax; and

WHEREAS, unless otherwise specifically provided by the Act, the governing authority of the County and the governing authorities of municipalities within the Special Taxing District that levy ad valorem tax on property must also have in effect a base year value homestead exception or adjusted base year value homestead exemption; and

WHEREAS, pursuant to and consistent with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizing intergovernmental agreements generally, and in satisfaction of those provisions of the Act specifically requiring an intergovernmental agreement as a precondition to imposition of a FLOST, the Mayor and Council of the City (said city being sometimes referred to as the “**City**” and its Mayor and Council as the “**City Governing Authority**”) desire to enter into that certain intergovernmental agreement in the form attached hereto as **Exhibit “A”** (as the same may be revised and executed by the Mayor, the “**FLOST Intergovernmental Agreement**”) with the County and any other municipalities that may be eligible to participate therein under the Act (collectively, the “**Eligible Municipalities**”); and

WHEREAS, the City Governing Authority has determined, and does hereby determine, that it is in the best interest of the citizens of the City that a 1% FLOST be imposed in the Special Taxing District for a term of five (5) years, beginning January 1, 2026 (or such earlier date as permitted under the Act), for the purpose of providing property tax relief to the taxpayers therein

(the “**2025 FLOST**”), and otherwise enter into the FLOST Intergovernmental Agreement prior to issuance of the call of the special election to be held on November 4, 2025 authorizing the 2025 FLOST; and

WHEREAS, this Resolution was presented and approved at meeting of the City Governing Authority pursuant to lawful and duly given notice as required by law, including the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the City Governing Authority in public meeting assembled, and it is hereby resolved by the authority of the same, that:

1. To the extent required by the Act, the City Governing Authority does hereby approve of the imposition of the 2025 FLOST pursuant to the Act for the purpose of providing property tax relief to the taxpayers of the Special Taxing District, subject to the assent of a majority of the qualified voters therein voting in the Special Election for such purpose.

2. The City Governing Authority does hereby approve the Intergovernmental Agreement and all of the provisions thereof and the transactions, actions, agreements, and other matters contemplated thereby on the part of the City to be performed or observed (which are by this specific reference incorporated in this Resolution and made a part hereof for all purposes), and specifically authorizes and empowers the Mayor of the City (or in his absence, the Mayor Pro Tempore), on behalf of the City and in consultation with the City Attorney, to approve any and all revisions, modifications, or restatements of the FLOST Intergovernmental Agreement deemed appropriate by said Mayor (or in his absence, the Mayor Pro Tempore) and to execute and deliver the same to the County and any other Eligible Municipalities; *provided* that the City’s opportunity to execute and perform said FLOST Intergovernmental Agreement and share in the 2025 FLOST proceeds shall be subject to its successful imposition of ad valorem property taxes within its jurisdiction in accordance with applicable law prior to August 22, 2025 (if such ad valorem taxes have not already been imposed) and satisfaction of all other requirements regarding the same imposed by the Act.

3. The Mayor of the City (or in his absence, the Mayor Pro Tempore), on behalf of the City, acting alone or together with any other officer of the City, is additionally authorized to take such further action as the Mayor (or in his absence, the Mayor Pro Tempore) deems necessary or appropriate and consistent with the intent of this Resolution to enable the City to perform its obligations under the FLOST Intergovernmental Agreement and otherwise effectuate the 2025 FLOST. The foregoing is intended to grant to the Mayor (or in his absence, the Mayor Pro Tempore) broad powers and authority to consummate and undertake the matters contemplated herein and shall not be construed to impose any limitation or restriction on such powers and authority unless specifically and expressly set forth in this Resolution.

4. As soon as practicable after the approval and execution of the FLOST Intergovernmental Agreement by all required parties thereto, the City requests that the County forward a copy of the same to the Liberty County Board of Elections and Registration (the “**Election Superintendent**”), and, in accordance with O.C.G.A. § 48-8-109.32(b), the Election Superintendent shall issue the call for an election for the purpose of submitting the question of the

imposition of the 2025 FLOST to the voters within the Special Taxing District. The call for and conduct of the Special Election shall be administered by the Election Superintendent in the manner authorized for special elections generally to present questions to the voters under O.C.G.A. § 21-2-540. The Election Superintendent shall cause the date and purpose of the Special Election to be published once a week for four (4) weeks immediately preceding the date of the Special Election in the legal organ of the County or in a newspaper having general circulation in the County at least equal to that of the legal organ. If the imposition of the 2025 FLOST is approved by the electors of the Special Taxing District at the Special Election, a one percent (1%) sales and use tax will be imposed for a period of five (5) years, as provided by the Act and the FLOST Intergovernmental Agreement.

5. Any and all action taken by the City or its officials or representatives prior to the date hereof in connection with the FLOST Intergovernmental Agreement and the 2025 FLOST is hereby ratified and affirmed to the extent necessary to effect the purpose of this Resolution or to enable the Special Election and imposition of the 2025 FLOST.

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

ADOPTED, this ____ day of August, 2025.

CITY OF WALTHOURVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
Sarah B. Hayes, Mayor

Attest: _____
Shana T. Moss, City Clerk

[Exhibit(s) Attached]

EXHIBIT “A”

FLOST Intergovernmental Agreement

[ATTACHED]

CITY CLERK'S CERTIFICATE

The undersigned City Clerk for the City of Walthourville, keeper of the records and seal of the governing authority of said City, certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of said governing authority in a public meeting assembled on August ____, 2025, the original of which resolution has been entered in the official records of said City under my supervision and is in my official possession, custody, and control.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(OFFICIAL SEAL)

SHANA T. MOSS, City Clerk



CITY OF WALTHOURVILLE

MAYOR AND CITY COUNCIL AGENDA ITEM

SUBJECT: LIBERTY COUNTY TAX COMMISSIONER CONTRACT

- | | | |
|---------------------------------|---|---|
| <input type="radio"/> AGREEMENT | <input type="radio"/> POLICY / DISCUSSION | <input checked="" type="radio"/> CONTRACT |
| <input type="radio"/> ORDINANCE | <input type="radio"/> RESOLUTION/PROCLAMATION | <input type="radio"/> OTHER |

SUBMITTED: 08-04-2025

Council Meeting: 08-12-2025

DEPARTMENT: Mayor and Councilmember

BUDGET IMPACT:

PUBLIC HEARING? () Yes () No

PURPOSE:

HISTORY:

FACTS AND ISSUES:

RECOMMENDED ACTIONS: To approve the contract from Tax Commissioner Sharp to allow Liberty County Tax Commissioner to prepare and distribute property tax bill and to collect Property Tax Revenue for 2026.

Attorney Luke R. Moses

CONTRACT FOR SERVICES

PARTIES

THIS AGREEMENT is made this 12th day of August 2025 between the CITY OF WALTHOURVILLE GEORGIA, a municipality, incorporated and chartered under the Constitution and Laws of the State of Georgia, hereinafter referred to as "City", and LIBERTY COUNTY TAX COMMISSIONER, individually, hereinafter referred to as "TAX COMMISSIONER".

Authority to Collect

MR. JAMIE SHARP is the duly elected Tax Commissioner of LIBERTY County, Georgia, and is empowered by the Constitution and Laws of the State of Georgia to collect state, county and municipal property taxes. By virtue of his office, Mr. Sharp has all the requisite statutory powers to bill and collect ad valorem property taxes, issue execution, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

With the consent of _____, which is herein given, the parties are authorized, pursuant to O.C.G.A. 48-5-359.1, a county which has fewer than 50,000 tax parcels within such county, the tax commissioner is authorized to contract for, to accept, receive and retain compensation from the city for the billing and collection for municipal taxes.

DUTIES AND RESPONSIBILITIES OF COMMISSIONER

- ▶ Prepare the tax digest for City
- ▶ Assess and collect municipal taxes in the same manner as County taxes, invoking any remedy permitted for the collection of municipal taxes as provided by the laws of the State of Georgia and the ordinances of the City.
- ▶ Pay to City all municipal taxes, fines and interest by the fifteenth day of the month following the month in which they were collected. The Commissioner may assess any administrative fees authorized by the laws of the State of Georgia or ordinances of the City.
- ▶ Prepare all notices, fifa's, levies, and tax sales as authorized by the laws of the State of Georgia and the ordinances of the City and use the best efforts to carry out the collection of taxes in a timely manner.

COMPENSATION

During the term of this contract, the City will pay to Liberty County, the sum of 2% of the taxable digest amount as their fee pursuant to O.C.G.A. §48-5-359.1. Said amount, less and except _____%, which the County shall retain, shall be paid to the _____ County Tax Commissioner, _____, less the employers portion of FICA/Medicare taxes.

TERM

The initial term of this agreement shall commence with the 202_ Tax Digest and terminate on _____. This agreement shall automatically renew on January 1, 202_ and extend to December 31, 202_, and until all taxes due and payable are collected for those years.

TERMINATION OF CONTRACT UPON NOTICE

Notwithstanding any other provision of this agreement, either party may terminate this agreement by giving ninety (90) days written notice to the other party. If notice of other party is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax bills, then such termination will not occur until January 1st of the succeeding year.

This agreement supersedes any and all agreements between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, written or oral, have been made by either party that is not embodied in this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals in duplicate, each to be considered as an original, on the day and year hereinabove written.

(SEAL)

COUNTY OF _____, GEORGIA

By:

Attest:

(SEAL)

CITY OF _____, GEORGIA

By:

Attest:

(SEAL)

County Tax Commissioner



CITY OF WALTHOURVILLE

MAYOR AND CITY COUNCIL AGENDA ITEM

SUBJECT: POLICY UPDATES

☐ AGREEMENT
☐ ORDINANCE

☒ POLICY / DISCUSSION
☐ RESOLUTION/PROCLAMATION

☐ CONTRACT
☐ OTHER

SUBMITTED: 07-22-2025

Council Meeting: 08-12-2025

DEPARTMENT: Mayor and Council

BUDGET IMPACT:

PUBLIC HEARING? () Yes () No

PURPOSE:

HISTORY:

FACTS AND ISSUES:

RECOMMENDED ACTIONS:

Attorney Luke R. Moses



CITY OF WALTHOURVILLE

MAYOR AND CITY COUNCIL AGENDA ITEM

SUBJECT: CITY ROAD ENHANCEMENT/UPGRADE

☐ AGREEMENT ☐ POLICY / DISCUSSION ☐ CONTRACT
☐ ORDINANCE ☐ RESOLUTION/PROCLAMATION ☒ OTHER

SUBMITTED: 07-08-2025

Council Meeting: 08-12-2025

DEPARTMENT: Mayor and Council

BUDGET IMPACT:

PUBLIC HEARING? () Yes () No

PURPOSE:

HISTORY:

FACTS AND ISSUES:

RECOMMENDED ACTIONS:

Mayor and Council



CITY OF WALTHOURVILLE

MAYOR AND CITY COUNCIL AGENDA ITEM

SUBJECT: LIBERTY COUNTY EVENTS PARTICIPATION

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☐ RESOLUTION/PROCLAMATION

☒ OTHER

SUBMITTED: 08-06-2025

Council Meeting: 08-12-2025

DEPARTMENT: Mayor and Council

BUDGET IMPACT:

PUBLIC HEARING? () Yes () No

PURPOSE:

HISTORY:

FACTS AND ISSUES:

RECOMMENDED ACTIONS:

Mayor and Council