

**City of Walthourville Mayor and Council Meeting**  
**May 9, 2023 @ 6:00 PM**  
**Walthourville Police Department**

**Agenda**  
***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  
Fire Chief, John Pittman  
Police Chief, Christopher Reed

- |       |                                   |                             |
|-------|-----------------------------------|-----------------------------|
| I.    | Meeting Called to Order:          | <b>Mayor Larry D. Baker</b> |
| II.   | Roll Call:                        | <b>City Clerk</b>           |
| III.  | Invocation                        | <b>Appointee</b>            |
| IV.   | Pledge of Allegiance:             | <b>In Unison</b>            |
| V.    | Adoption of City Council Agenda:  | <b>Councilmembers</b>       |
| VI.   | Adoption of City Council Minutes: | <b>Councilmembers</b>       |
|       | • April 25, 2023 Regular Meeting  |                             |
| VII.  | Presentations:                    |                             |
| VIII. | Agenda Items:                     |                             |

**1. City of Walthourville**

**Mrs. Ronda G. Walthour**

**Liberty County Chief Registrar/Elections Supervisor**

**Liberty County Board of Elections: Intergovernmental Agreement to conduct the General Election on November 7, 2023.**

**Recommendation:** For Mayor and Council to approve the Intergovernmental Agreement from Liberty County. Liberty County Board of Elections will conduct the election for the city. *This item was previously on the April 11<sup>th</sup> and April 25<sup>th</sup>, 2023 Agenda's and was tabled by the Mayor and Council both time to obtain additional cost information from Liberty County.*

## **2. LCPC**

**Mrs. Lori Parks**

**Business License Request for a Rage Room. The purpose-built room is where people can vent their rage by destroying objects in a controlled environment.**

**Recommendation:** For Mayor and Council to approve/disapprove a business license request for Troubled Paradise. The applicant is Mr. Joel Gomez and the property owner is the late Mr. Charles Frasier. The property will be located at 5253 West Oglethorpe Highway (Parcel 050C-31). The property is zoned B-1 (Neighborhood Commercial District). LCPC recommends approval.

## **3. LCPC**

**Mrs. Lori Parks**

**Zoning Permit Request for a mobile home.**

**Recommendation:** For Mayor and Council to approve/disapprove a Zoning Permit for a mobile home to be located on Parcel-051C-076 on Talmadge Road. The mobile home is a 2023 Morocco 28 x 26 Double Wide. The owner of the property is Mr. John Barnard, Jr. and the applicant is Mr. Joey Darley (Clayton Homes). The city will provide utilities of water and sewer. The property is zoned AR-1 which allows a double wide and vinyl skirting. LCPC recommends 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**

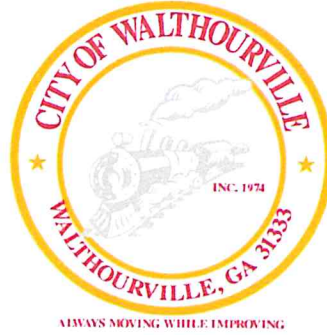
**None**

### **XI. Adjournment**

**Councilmembers**

When an Executive Session is required, one will be called for the following issues:

**(1) Personnel (2) Real Estate or (3) Litigation**



# AGENDA ITEM # 1

STATE OF GEORGIA )  
 )  
COUNTY OF LIBERTY )

AGREEMENT TO CONDUCT MUNICIPAL ELECTION  
PURSUANT TO O.C.G.A. § 21-2-45(c)  
(2023 General Election, Walthourville)

THIS AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS PURSUANT TO O.C.G.A. § 21-2-45(c) (this “**Agreement**”) is made and entered into as of the Effective Date (as defined below), by and between **CITY OF WALTHOURVILLE**, a municipal corporation organized and existing under the laws of the State of Georgia (the “**City**”), and **LIBERTY COUNTY**, a political subdivision of the State of Georgia (the “**County**”). This Agreement is joined by the **LIBERTY COUNTY BOARD OF ELECTIONS AND REGISTRATION** (the “**Board of Elections**”) to the fullest extent required by the laws of the State of Georgia.

**WITNESSETH:**

**WHEREAS**, under the provisions of the Georgia Election Code, particularly Section 21-2-45(c) thereof, the City may by ordinance authorize the County to conduct such elections as the City deems necessary and expedient, and the City has previously adopted such an ordinance; and

**WHEREAS**, the City desires to continue the voting practice of contracting with the County pursuant to the approval of the Board of Elections to conduct the November 2023 General Municipal Election; and

**WHEREAS**, the City has authorized the Mayor and Clerk to enter into this Agreement with the County, and the County has agreed to conduct and supervise such election for the City upon the terms and conditions hereinafter set forth; and

**WHEREAS**, this Agreement was presented and approved at meetings of the governing authorities of both the County and the City pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 et seq..

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and undertakings of the parties hereto the City and County (as well as the Board of Elections) agree as follows:

1. **Supervision of Municipal Election.** Subject to the terms and conditions set forth herein, the County, through the Board of Elections, shall conduct for the City the November 2023 General Election, which will provide for the election of the mayor and council members of the City of Walthourville (or such other offices as required by law), on the date of said election, that being **November 7, 2023.** Wherever in this Agreement the words "**2023 General Municipal Election,**" or their equivalent, are referred to, such reference shall be deemed to include the aforesaid 2023 General Municipal Election held on November 7, 2023, as well as any runoff election(s) required as a result thereof.

2. **Services Provided.** Subject to the obligation of reimbursement set forth in paragraph 3 and the City's performance of the other provisions of this Agreement applicable to it, the Board of Elections (acting through its board, employees, contractors, or other persons) shall, on behalf of



the City, perform all duties and functions of superintendent of elections as specified under the Georgia Election Code, O.C.G.A. § 21-2-1 et seq., with respect to the 2023 General Municipal Election, to include, without limitation, the following (collectively, the **“Election Services”**):

- (a) hear and decide any challenges to the qualification of candidates pursuant to O.C.G.A. 21-2-6 and other applicable laws; provided, however, that the City shall act as the qualifying officer with respect to initial candidate qualification in accordance with Georgia law, and otherwise establish and publish all related fees and other notices in connection with such qualification; it being acknowledged that, immediately following the close of qualifying, the City shall furnish to the Board of Elections, via electronic mail or by hand delivery, a complete and accurate listing of all candidates qualifying for the 2023 General Municipal Election, as well as copies of all affidavits and papers collected by the City from candidates during the qualification process;
- (b) prepare and cause to be published or otherwise posted any and all calls and other notices required by law regarding the occurrence of the 2023 General Municipal Election and not otherwise designated as the responsibility of the City under this Agreement or by applicable law (provided that the City, at its option, may retain the right and responsibility to publish and post any and all calls and other notices regarding said 2023 General Municipal Election);
- (c) cause all ballots, whether printed or electronic, to be prepared and made available for use in connection with the 2023 General Municipal Election; it being acknowledged that the City shall promptly review any and all ballot proofs furnished by the Board of Elections in connection with the 2023 General Municipal Election and shall, within seventy-two (72) hours of receiving any such ballot proof, notify the Board of Elections of any needed corrections to the same;
- (d) provide the necessary Optical Scanning Voting Systems (or other voting systems) required by the Georgia Election Code in good working order and of sufficient capacity to accommodate the 2023 General Municipal Election and any and all related elections being held in conjunction therewith;
- (e) select, appoint, instruct, supervise, and pay poll officials, deputy registrars, absentee ballot clerks, and other election workers required or appropriate for the efficient and proper administration of the 2023 General Municipal Election;
- (f) subject to reimbursement pursuant to paragraph 3 below, pay all costs necessary or appropriate for the holding of the 2023 General Municipal Election including, but not limited to, printed ballots and election day officials' per diem;
- (g) designate, prepare and equip all polling places needed in connection with the 2023 General Municipal Election;

- (h) make and issue such rules, regulations and instructions as are necessary or proper for the holding of the 2023 General Municipal Election, and which are consistent with applicable law (including the rules and regulations necessary for the guidance of poll officers, voting machine custodians and electors);
- (i) order all supplies necessary to the conduct of the 2023 General Municipal Election from the Secretary of State or such other person(s) as permitted by law;
- (j) furnish the proper election officials all forms, including tally and return sheets, for use in the 2023 General Municipal Election; such forms to have printed thereon appropriate instructions for their use;
- (k) furnish upon request a certified copy of any public record in its custody by virtue of the 2023 General Municipal Election and to fix and charge a fee to cover the cost of furnishing the same in accordance with applicable law;
- (l) supervise the inspection of all voting systems;
- (m) receive from poll officers the election returns, canvass and compute the same, and certify as soon as practicable following the 2023 General Municipal Election the results thereof to such authorities as may be prescribed by law;
- (n) announce publicly by posting in the office of the Board of Elections the results of the 2023 General Municipal Election;
- (o) conduct the 2023 General Municipal Election in such manner as to guarantee the secrecy of the ballot and to perform such other duties as may be prescribed by law; and
- (p) prepare and furnish to the City a list of electors (as well as inactive electors) for the 2023 General Municipal Election as required by O.C.G.A. § 21-2-224; provided that the City shall review such list and identify in writing to the Board of Elections any names on the electors list of persons who are not qualified to vote as specified in said Code Section.

The City shall fully cooperate with the Board of Elections in its performance of the Election Services and provide the Board of Elections with such documentation and information as the Board of Elections may reasonably request in connection with the Election Services.

**3. Payment by City.** The City shall reimburse the County all costs and expenses incurred by the County and its Board of Elections in performing the Election Services, including, without limitation, the actual costs of printing ballots, publication of notices, and labor per diem, as well as the costs of all necessary supplies, polling place operating costs, and any rental equipment or facilities necessary or desirable in connection with the 2023 General Municipal Election. Unless otherwise agreed to in writing by the City and Board of Elections, the County, through the Board of Elections, shall only perform those functions specifically enumerated in the

above Paragraph 2 or which are otherwise required by law. The City shall also pay the County an administrative fee equal to ten (10%) percent of all such actual costs incurred in performing the Election Services (as calculated by the County and supported by such evidence as may be reasonably requested by the City). All reimbursements and other payments required hereunder shall be made promptly upon demand by the County, and in no event later than thirty (30) days following such demand.

4. **Legal Services.** The County shall not be responsible for the furnishing of any legal services in the form of legal opinion or defenses in any litigation arising by reason of the 2023 General Municipal Election, but all such services shall be furnished by the City at no cost to the County. Notwithstanding the foregoing, in the event that the Board of Elections requests assistance from its legal counsel or is otherwise required to hear any challenge(s) or made a party to any proceeding of whatever kind regarding the 2023 General Municipal Election (e.g. challenge to candidacy, electors, or conduct of election, etc.), the Board of Elections shall have the right to be advised and represented by its legal counsel, and the City shall, within thirty (30) days of request from the Board of Elections, fully reimburse the County any and all reasonable legal fees and other costs and expenses incurred by it (through its Board of Elections) in connection with all such challenge(s).

5. **Term.** This Agreement shall be valid for and through the 2023 General Municipal Election and for such period thereafter as is necessary to certify the results thereof and to otherwise fully perform this Agreement; provided, however, that it is the intent of the parties that such practice shall be permanent and recurrent until such time as either the City or the County should declare otherwise. Notwithstanding the foregoing, however, this Agreement is particular to the 2023 General Municipal Election and shall not be renewed by operation of law. Should any further elections be conducted under similar situations a new contract shall be necessary.

6. **Selection of New Polling Place for Municipal Elections.** To the fullest extent permitted by the Georgia Election Code, including Section 21-2-265 thereof, the City does hereby authorize the Board of Elections, acting pursuant to this Agreement as superintendent of the 2023 General Municipal Election and otherwise as the City's agent, to select and fix a new polling place for use in connection with the 2023 General Municipal Election and all future municipal elections for the City and to enter into any and all agreements with the owner of the new polling place upon such terms as are customary and authorized by law; it being acknowledged that the current polling place is no longer suitable for the conduct of future elections. It is further understood and agreed that the Board of Elections shall assume responsibility, on behalf of the City, for such further action (e.g. notices, postings, etc.) as may be required by O.C.G.A. § 21-2-265 with respect to the relocation of said polling place. Without limiting the foregoing, it is currently anticipated that the location of the new polling place will be Victory Baptist Church located at 1933 Talmadge Road, Allenhurst, Georgia 31301. The actions authorized on behalf of the City by this paragraph shall be deemed a part of the Election Services provided pursuant to this Agreement, and shall be subject to reimbursement as provided in paragraphs 3 and 4 above.

7. **Representation of the Parties.** In order to induce one another to enter into this Agreement and to perform the undertakings set forth herein, the County and the City represent to

the other (which representations shall be deemed independently material notwithstanding any prior inquiries or examinations) the following:

(a) Authority. Each 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 when executed will constitute the valid obligations of the County and the City legally binding upon the same and enforceable in accordance with the terms hereof. No further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement. Without limiting the generality of the foregoing, the County and City each warrant and represent that it has officially approved the execution and performance of this Agreement and the undertakings contemplated herein at a public meeting of its governing authority in accordance with the provisions of its organizational legislation and any and all other applicable local, state, and federal laws, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

(b) No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or the City is a party or which purports to be binding upon the same. Without limiting the foregoing, each party specifically and expressly warrants and represents, and does hereby find, that this Agreement is authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a) and the laws of the State of Georgia, including O.C.G.A. § 21-2-45(c).

The representations contained in this Paragraph shall be true and correct as of the date hereof and such representations and the obligation of the parties to perform under this Agreement shall be expressly conditioned upon said representations being true and correct on the date hereof.

**8. 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.

**9. Counterparts; Electronic Signature**. 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. To facilitate execution of this Agreement, the parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal (e.g. pdf via email) shall be deemed to be “written” and a “writing” for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party for all purposes.

**10. No Assignment; Binding Effect**. The rights and obligations of the parties under this Agreement are personal and may not be assigned without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and enforceable



against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

**11. 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.

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

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

**14. 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. Any 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.

**15. Effective Date.** This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as indicated below), and any reference to the "Effective Date," "date of this Agreement," the "date hereof," or any similar phrase shall refer to and mean the date of such approval and execution by all of the parties hereto.

[ Signatures Appear on Following Page(s) ]

[ Agreement to Conduct 2023 General Municipal Election (Walthourville) – Signature Page ]

**IN WITNESS WHEREOF**, the parties hereto acting by their duly authorized officers have hereunto set their hands and affixed their seals the day and year first herein written.

**CITY OF WALTHOURVILLE, GEORGIA**

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**LIBERTY COUNTY, GEORGIA**

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Donald L. Lovette, Chairperson

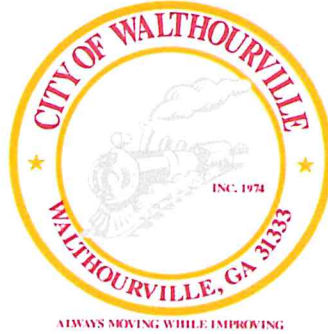
Attest: \_\_\_\_\_  
Joseph W. Brown, Administrator

Date: \_\_\_\_\_

**GEORGIA, LIBERTY COUNTY**

The undersigned Chairperson of the Liberty County Board of Elections and Registration does hereby acknowledge the terms of the foregoing Agreement and, on behalf of said Board of Elections and Registration, agrees to provide the specified Election Services.

  
John D. McIver, Chairperson



# AGENDA ITEM # 2

# Liberty Consolidated Planning Commission – Report

## Governing Authority: The City of Walthourville



Mayor & Council Date: May 9, 2023

Business License: Troubled Paradise

Address: 5253 W Oglethorpe Highway Parcel 050C-031  
Property owner: Charles C. Frasier

Zoned: B-1 (Neighborhood Commercial District)

Comments: A Rage Room – Purpose built rooms where people can vent their rage by destroying objects in a controlled environment.

Recommendation: APPROVAL

LCPC Staff: Lori Parks  
Lori Parks  
Zoning Administrator

5-3-23  
Date









The map shown is for illustration purposes only. It is not suitable for site-specific decision making. The area depicted by this map is approximate, and the parcel boundaries are not guaranteed to be accurate to surveying or engineering standards. Liberty County assumes no responsibility for the legal accuracy of any map contained herein.

# Liberty County PRISYM 2.0

Areas	Roads	Image
Override 1	Parcels	Red: Red
Carto Line	Land Hook	Green: Green
Override 1		Blue: Blue



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](http://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 Troubled Paradise Business Phone#( ) 657-296-8588  
Name of Corporation/LLC\* Troubled Paradise LLC  
Business Address 5253 W Oglethorpe Hwy Walthourville, GA  
Mailing Address 15 Zorn Rd Hinesville, GA 31313  
Email Address troubledparadise85@gmail.com  
Full Detailed Description of  
Business Purpose built rooms where people can vent  
their rage by destroying objects in a  
control environment.  
Date Business began in City of Walthourville \_\_\_\_\_  
#of employees in City of Walthourville \_\_\_\_\_ E-verify# (Required if 11 or more employees \_\_\_\_\_  
State Sales Tax ID# 20287935686 Federal ID # 92-2151841  
Owner Name Joel Gomez SS# \_\_\_\_\_ DOB 06/30/1994  
Home Address 15 Zorn Rd Apt# \_\_\_\_\_ City Hinesville State GA Zip 31313

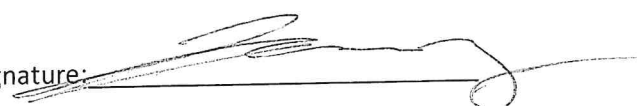
\*\*\* All electrical, mechanical, plumbing, well drilling contractors, mobile home dealers, mobile home installers, and any other contractor that is required to have a State of Georgia License will be required to attach a copy of the license to this application before insurance.  
\*\*\*All commercially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

Signature: 

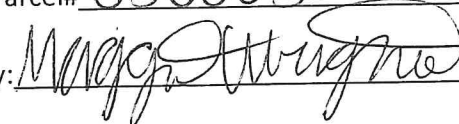
I Joel Gomez affirm that the facts stated by me are true, I understand any misrepresentation or fraudulent statement is grounds for automatic dismissal of this application and/revocation of the license. I understand that all signs displayed on my premise must be permitted by the City of Walthourville, 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 20th day of April, 2023.

Signature of applicant  legibly-print name Joel Gomez

**This application must be approved by the Liberty County Planning Commission**

Tax Map & Parcel# 0500031

Zoning Classification B1

Approved by: 

Date Approved: 4-18-23

Date the request will be presented to Mayor and Council: May 9, 2023, 6:00

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



Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

#### **4. Sublease and Assignment.**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

#### **5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

#### **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

#### **7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

#### **8. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

**9. Utilities.**

Landlord shall pay all charges for water and electricity only. All other services and utilities used by Tenant on the Leased Premises during the term of this Lease shall be the responsibility of the Tenant. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

**10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**12. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

**13. Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

#### **14. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### **15. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

#### **16. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

#### **17. Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

#### **18. Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at



any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

**19. Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**20. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

---

**Charles Frasier Rentals**  
**P. O. Box 1662**  
**Hinesville, GA 31310**



If to Tenant to:

Joel Gomez

**(Address Below)**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or

installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

**28. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

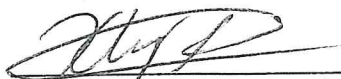
**29. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**30. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



Shirley Frasier/Charles Frasier Rentals (Signature)

\_\_\_\_\_  
Tenant's Signature

(Please print below)

Tenant \_\_\_\_\_

Home Address \_\_\_\_\_

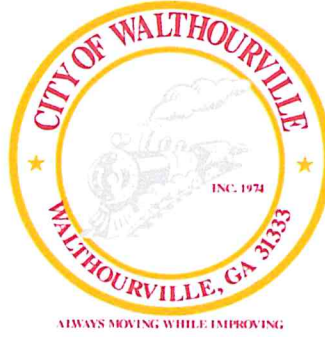
\_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_

Social Security # \_\_\_\_\_



# AGENDA ITEM # 3

# Liberty Consolidated Planning Commission – Report

## Governing Authority: The City of Walthourville



Mayor & Council Date: May 9, 2023

Type of Permit: Zoning Permit for mobile home to be located on  
Parcel- 051C-076 on Talmadge Road.  
2023 Morocco 28 x 68 Double Wide

Owner of Property: John Barnard, Jr.

Applicant: Joey Darley (Clayton Homes)

Utilities: City of Walthourville Water and Sewer

Comments: Zoned AR-1 which allows a double-wide and vinyl  
skirting.

Recommendation: APPROVAL

LCPC Staff: Lori Parks  
Lori Parks  
Zoning Administrator

5-3-23  
Date



Liberty Consolidated Planning Commission

100 Main Street, Suite 7520

Hinesville, Georgia 31313

Phone: 912-408-2030

Fax: 1-888-320-8007



Jeff Ricketson, AICP  
Executive Director

## Zoning Permit

Tax Map & Parcel #: 0510076

You can obtain this number by calling the Tax Assessor's Office at 912-876-3568.

Property Owner: John Barnard JR

Contact Name & Number: Joey Darley 912-333-9103

Contact Mailing Address: 1207 W. Oglethorpe Hwy Hinesville GA

Property Street Address (if existing): Talmadge Road 31313

Subdivision: Cosden lot: 1 Jurisdiction: W

What are your permit plans? mobile Home

Type of water and sewer: City If other explain: \_\_\_\_\_

What structures are on this property? nothing

I confirm that these statements are true: Joe Darley

**Jurisdiction**

- H City of Hinesville
- LC Unincorporated Liberty County
- M Midway
- W Walthourville
- A Allenhurst
- G Gumbranch
- R Riceboro
- F Flemington

### LCPC Use Only

List Zoning Designation

Unincorporated Area of Liberty County \_\_\_\_\_ City of Walthourville AR-1

City of Flemington \_\_\_\_\_ City of Midway \_\_\_\_\_ City of Riceboro \_\_\_\_\_

Town of Allenhurst \_\_\_\_\_ City of Gumbranch \_\_\_\_\_ City of Hinesville \_\_\_\_\_

Setbacks: Front 35' Rear: 25' Side: 25' Side Street: 25'

Mobile Home Requirement: Size: \_\_\_\_\_ Skirting Type: \_\_\_\_\_

Comments: To place a mobile home on property

☒ Approved; meets Zoning Standards

☐ Disapproved, does not meet Zoning Standards

LCPC staff: Lori Parks

Date: \_\_\_\_\_

### Floodplain Manager Use Only

Flood Zone: \_\_\_\_\_ Elevation \_\_\_\_\_

FEMA Map Date: \_\_\_\_\_ FIRM Map & Panel \_\_\_\_\_

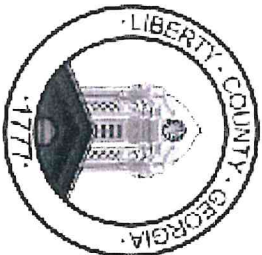




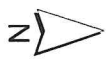
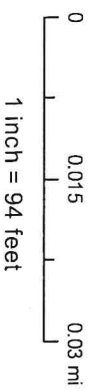
This map is shown for illustration purposes only. It is not a legal document and should not be used for any specific decision making. The area depicted by this map is approximate, and is not necessarily accurate to surveying or engineering standards. Liberty County assumes no responsibility for the legal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

# Liberty County PRISM 2.0

- |   |   |
|---|---|
| <b>Areas</b>  | <b>Carto Line</b>   |
| <span style="display:inline-block; width:15px; height:15px; background-color:red; border:1px solid black;"></span> Override 1 | <span style="display:inline-block; width:15px; height:15px; background-color:green; border:1px solid black;"></span> Green: Green |
| <span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span> Roads   | <span style="display:inline-block; width:15px; height:15px; background-color:blue; border:1px solid black;"></span> Blue: Blue    |
| <span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span> Parcels | <span style="display:inline-block; width:15px; height:15px; background-color:red; border:1px solid black;"></span> Red: Red       |



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







# Liberty County Property Record Card

2022 Digest

PIN#: 051C076

Date: 04-21-2023

Page: 1

Owner Information		General Information		Values	
BARNARD JOHN JR		Physical Address:		Improvements: 0	
103 DOLY JANE DR		Property Description:		Accessories: 0	
		LOT 1 COSDEN S/D 0.9 AC		Land: 2,916	
		Tax District: WALTHOURVILLE	Homestead: NONE	Total: 2,916	
HINESVILLE, GA 31313		Total Acres: .90		Previous: 2,916	
		Zoning: AR1		2020: 2,916	
		GMD: 1458		2019: 2,916	
REALKEY: 1263		OLD PIN: C12J 002A		2018: 2,916	

## Comments:

8/6/20 CORR LAND SUB PER DATA LIST JJ DH ADD CHNG PER WRITTEN REQ 3-11-08 JRS DB 386 PG 328 7-3-88 \$1,000 ADDRESS CHG PER NATIONAL CHG ADDRESS REPORT 12/19/02

## Sales Info:

Grantee:	Grantor:	Date:	Deed Book:	Plat Book:	Sale Price:	CS:	Reason:
BARNARD JOHN JR	BARNARD JOHN JR	1986-07-03 00:00	386 328		1,000	R0	RF
BARNARD JOHN JR		1981-10-01 00:00	233 340		1,000	R0	RF

## Land Influences:

Topography: 1.00	Corner: 1.00	View: 1.00	Water: 1.00	Transitional: 1.00	Neighborhood: 1.00	Other: 1.00
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## Land Info:

CS:	SubRecord:	Code/Description:	Method:	Unit:	Depth:	From Front:	Ave Depth:	Depth Factor:	Unit Value:	Adjustment:	Value:
R4	1	915/\$3240 PER ACRE	ACREAGE	.90	NA	NA	NA	NA	3,240.00		2,916