

# City of Walthourville

## City Council

Mitchell Boston  
Patrick Underwood  
Bridgette Kelly  
Luciria L. Lovette  
Robert (Bob) Dodd

Sarah B. Hayes  
Mayor

"Always Moving  
While Improving"

## City Administration

Shana T. Moss, City Clerk  
Christopher Reed, Chief of Police  
Nicholas Maxwell, Fire Chief  
Dave Martin, Public Works  
Luke R. Moses, City Attorney

## AGENDA

June 11, 2024 @ 6:00 PM

- |       |   |                              |
|-------|---|------------------------------|
| I.    | Call to Order   | Mayor Sarah B. Hayes         |
| II.   | Roll Call   | City Clerk                   |
| III.  | Invocation  | Appointee                    |
| IV.   | Pledge of Allegiance  | In Unison                    |
| V.    | Approval of Agenda  | Councilmembers               |
| VI.   | Approval of Minutes (May 28, 2024)  | Councilmembers               |
| VII.  | Presentation:   |                              |
|       | <b>1. Keep Liberty Beautiful</b>  | <b>Mayor Sarah B. Hayes</b>  |
| VIII. | Agenda Items  | Action Items                 |
|       | <b>1. LCPC</b>  | <b>Ms. Lori Parks</b>        |
|       | Business License Request for Success Auto Detailing Uniting Communities, LLC. |                              |
|       | <b>2. City of Walthourville</b>   | <b>Chief Nicolas Maxwell</b> |
|       | Liberty County Fire Services IGA  |                              |
|       | <b>3. City of Walthourville</b>   | <b>Mayor Sarah B. Hayes</b>  |
|       | CKH Consulting, LLC., City CPA Firm.  |                              |
|       | <b>4. City of Walthourville</b>   | <b>Mayor Sarah B. Hayes</b>  |
|       | Citizen Notification.   |                              |
| IX.   | Department Reports  | City of Walthourville        |
| X.    | Mayor and Council Comments  | Elected Officials            |
| XI.   | Citizens Comments   | Walthourville Citizens       |
| XII.  | Executive Session   | None                         |
| XIII. | Adjournment   | Councilmembers               |

**If an Executive Session is needed it will be called for Litigation, Real Estate or Personnel.**

**All Meetings are held at the Walthourville Police Department and are open to the public.**

City of Walthourville  
Mayor and Council Meeting Minutes  
May 28, 2024 @ 6:00 PM  
Walthourville Police Department

I. Call to Order: The Meeting was called to order at 6:00 PM by Mayor Sarah B. Hayes.

II. Roll Call: The roll was taken by the City Clerk with the following members present:

Mayor Sarah B. Hayes	Mayor Pro Tem Luciria L. Lovette (via telephone)
Councilman Mitchell Boston	Councilman Patrick Underwood
Councilwoman Bridgette Kelly	Councilman Robert Dodd

The attendance of the council constituted a quorum

Attorney Luke R. Moses was present.

III. Invocation: Was given by Mayor Sarah B. Hayes.

IV. Pledge of Allegiance was recited in unison.

V. Approval of Agenda: The motion to approve the agenda was made by Councilwoman Kelly and the second was added by Councilman Boston.

Vote: 5-0: Motion Carried Unanimously.

VI. Approval of Minutes: The motion to approve the minutes from the May 14, 2024 meeting was made by Councilman Boston and the second was provided by Councilman Dodd.

Vote: 4-1: Motion Carried.

Councilmembers voting favorably were: Councilmen Boston, Underwood, Kelly and Dodd.

Councilmember opposed: Mayor Pro Tem Lovette.

VII. Presentations:

1. Liberty Transit

Mrs. Rachael Hatcher

Mrs. Hatcher stated Liberty Transit was in the process of compiling their Transit Development Plan (TDP) which is a strategic planning document that defines a community's public transit needs. The purpose is to solicit broad input, coordinate with other plans, explore community goals, define alternative courses of action and to develop systematic plans and monitoring programs. She also stated that the Transit Program was in the process of Public Outreach-they wanted to hear from the community, what is needed of the transit program? They are conducting community events, public surveys, council workshops, stakeholder committee meetings, HAMPO Presentations, website and social medial publications and a 30-day Public Comment Period.



Liberty Transit is trying to increase bus stops/service in rural areas to improve accessibility, how to utilize the bus system effectively, bus stop safety-dangerous intersections without lights or sidewalks, having regional connections to neighboring counties like Bryan and Chatham. The newest feature that will be offered by Liberty Transit will be Microtransit. Microtransit is a flexible transit service that uses a mobile application to schedule trips between a requested pick-up and drop-off location. This is similar to ride hailing services, they are offered within a specified zone and trips are shared, with the average wait time being reduced to 30 minutes. The key benefits of Microtransit are accessibility and being able to schedule and pickup/drop/off and location flexibility. Mayor Hayes stated she appreciated this information. The City of Walthourville does not have a lot of participation in riding Liberty Transit. This was informational only and required no action by the Mayor and Council at this time.

## 2. Liberty County EMA

Councilman Robert Dodd

Liberty County EMA Director, Councilman Robert Dodd gave a comprehensive presentation about Hurricane Season 2024. He said, the Hurricane Season begins on June 1<sup>st</sup> and lasts until November 30<sup>th</sup>. The World Meteorological Organization has identified 21 names for Hurricanes this year. The peak Hurricane Season is the month of September, and everyone should have a Hurricane Plan and Hurricane Kit at their homes that they can easily access. Tropical Cyclone Basics include the eye is the center where there is little to no wind/rain, the eye wall around the “eye” contains the strongest winds and the rain bands can extend hundreds of miles from the eye and contain strong winds, heavy rain and possible tornadoes.

There are two Evacuation Zones in Liberty County, Zone A and B. The City of Walthourville is in Zone B. Councilman Dodd referenced the Hurricane Registry that is offered by GEMA (Georgia Emergency Management Agency). The Hurricane Registry is for individuals with functional access or medical needs, the number is 1-833-243-7344. He also stated if an evacuation order is issued, please adhere. When winds get as high as 45 miles per hour, Public Safety will not come out. When an evacuation is issued, and the county allows re-entry the Sheriff will authorize who can return and the levels, such as Public Safety and persons with re-entry passes.

## VIII. Agenda Items

### 1. CPA Firm

Mayor Sarah B. Hayes

Mayor Hayes introduced Mr. Roger Nixon of CKH Group Financial LLC. He is the Vice President of Business Development, and his firm works with many municipalities in Georgia. Accompanying Mr. Nixon was CKH Group Partner, Mr. Eon van Wyk. This firm is in Atlanta, Georgia. He stated if hired his firm would come onsite and work with the city staff to perform the work. He is also confident that some of the work can be performed remotely. He stated he was in the city on May 24<sup>th</sup> and met with Mayor Hayes, Ms. Moss and Mrs. Norris, and he was optimistic and looking forward to working with the city.

Mayor Pro Tem Lovette asked if this was the only company the city was considering because we (city) needed to have three bids. Attorney Luke R. Moses responded saying, “the city is not required to solicit bids because we are not buying equipment, this is for

professional services-a service that was already intact, and bids are not required.” The Mayor and Council waived taking action because several members wanted to do additional research. This item will be voted on at the June 11, 2024 meeting. City Clerk Moss suggested Mr. Nixon and Mr. Wyn could phone in for the meeting instead of making the long trip from Atlanta and Mayor Hayes agreed that would be feasible.

## 2. LCPC

Ms. Lori Parks

Presented a Business License request from For Tee-It-Up Lawncare, the business owner is Chad Knudson. The property owner is Mrs. Donna Adams (she was present). The business will be located at 1163 Talmadge Road and is zoned AR-1. The applicant will be using a room in the home for an office to operate the lawn care business only. Mrs. Adams stated Mr. Knudson would only have a truck and a trailer at the site and he would go to customers homes. The motion to approve was made by Councilman Dodd and the second was added by Councilman Boston.

Vote: 5-0: Motion Carried Unanimously.

## 3. City of Walthourville

Chief Christopher Reed

AT&T/First Net. Chief Reed presented the city had recently participated in a presentation with First Net and AT&T. First Net offers radios and this will be beneficial for the city. Recently several employees have been verbally assaulted by citizens and being on trucks they have no communication, and this is a safety hazard. The cost for the radios will be .99 cents. Also, AT&T will have a tower located in the city in 2025. Currently, the city uses Verizon for cell service and there has been subpar service with dropped calls and dead service areas. Chief Reed said this is a hindrance to the Officers if they cannot use their phones. AT&T will allow \$350.00 for each phone and every city employee who has a phone will be able to retain their number. They will have a choice of an Android or a I-Phone. He stated that AT&T will come onsite and perform the onboarding with each phone user, and everyone will be given a time to come in and have their phone converted. The motion to approve was made by Councilwoman Kelly and the second was added by Councilman Boston.

Vote: 4-1: Motion Carried.

Councilmembers voting favorably were: Boston, Underwood, Kelly and Dodd.  
Councilmember opposed: Lovette.

## 4. LMIG

Mayor and Council

Mayor Hayes reported the city would apply for LMIG (Local Maintenance Improvement Grant) through GDOT. LMIG Funds can be used for road improvements. The deadline for the LMIG application is June 15<sup>th</sup>, and she has asked City Hall to work on the grant. Mayor Hayes and Councilwoman Kelly suggested the city repair Griffin Road. Councilwoman Kelly stated Turnipseed Engineering has compiled the measurements for Griffin Road and she is in agreement that this is the best option for the city. The motion to approve to submit the LMIG Application for Griffin Road repairs were made by Councilwoman Kelly and the second was added by Councilman Underwood.

Vote: 5-0: Motion Carried Unanimously.



IX. Department Reports City of Walthourville  
1. Mr. Patrick Golphin Water Department  
Reported that the Water Rate Increase will be visible on the June bill. City Hall is working on installing the new rates. Meters will be read on June 6<sup>th</sup>. Correspondences are being given to citizens about the Water Rate Increase when they come to pay their bill. He also stated the information is also on the city's Facebook page and city website.

2. Chief Nicolas Maxwell Fire Department  
Reported the Fire Department have been busy answering calls, both fire and medical. He also stated the Fire Department has partnered with a local dealership that will provide a van for the city's use in the event of a Hurricane Evacuation.

3. Chief Christopher Reed Police Department  
Reported the city will have De-Escalation Training on June 3<sup>rd</sup> from 9:00 AM-12:00 PM at the Police Department. This training stems from citizens who have been aggressive with city employees. The department has generated 29 reports since the last meeting and has responded to two vehicle crashes.

X. Mayor and Council Comments Elected Officials

Councilman Mitchell Boston stated he was still in support of the Request for Proposal Bids for the privatization of the city's Sanitation Services.

Councilman Patrick Underwood reported he was proud he has received the city's bills that he has asked for. He mentioned Movie Night at Johnnie Frasier Park on July 4<sup>th</sup>, the movie that will be shown will be The Lion King.

Councilwoman Bridgette Kelly reported she is happy the city will be applying for an LMIG Grant for the repair of Griffin Road.

Mayor Pro Tem Luciria L. Lovette reported that she has been in contact with Brooke from Hinesville Fence Company. She is proposing that the fence be erected around the perimeter of the park and the cost estimate is between \$30,000-\$40,000.

Councilman Dodd reiterated the importance of having a Hurricane Plan. He stated now is the time to plan not when a Hurricane is approaching.

Mayor Sarah B. Hayes stated safety training is essential for the employees. Several employees have encountered citizens who have exhibited aggressive behavior toward them. Mayor Pro Tem Lovette stated she has received several calls from citizen Sylvia Boyd. Ms. Boyd has had ongoing problems with the buzzards flying from the Meat Market. Mayor Hayes stated she is still in communication with the Meat Market about erecting a fence.

- XI. Citizens Comments Walthourville Citizens
1. Ms. Gwen Dykes-stated Councilman Boston has stated Sanitation cost is expensive. The city has the people in place to perform the work, she's not certain outsourcing is the best idea.
  2. Mr. Hakeen Cleary-stated he resides on Arnall Drive (dirt roadside) and he would like to ask the city to dig a little trench so the water will run off into the ditch instead of standing in the road.
- XII. Executive Session None
- XIII. Adjournment: At 7:52 PM a motion to adjourn was made by Councilman Dodd and the second was added by Councilwoman Kelly. Vote:5-0: Motion Carried Unanimously

DRAFT



Liberty Consolidated Planning Commission – Report

**Governing Authority: The City of Walthourville**



Mayor & Council Date: June 11, 2024

Business License: Success Auto Detailing  
Uniting Communities, LLC

Business Owner: Justin Peek

Address: 42 Setter Lane 052B083, Property Owner is  
Jennifer L. Bable

Zoned: R-8 (Single-family Residential-8)

Comments: Applicant will use a room in the residence  
as an office to run the detailing business.

Recommendation: APPROVAL

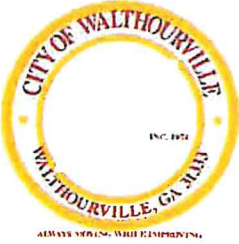
LCPC Staff:

*Lori Parks*

Lori Parks  
Zoning Administrator

*6-5-24*

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.cityofwalthorville.com](http://www.cityofwalthorville.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 Success Auto Detailing Business Phone#(509) 748-2249 #404-493-885  
Name of Corporation/LLC\* Uniting Communities LLC  
Business Address 42 Setter Lane Allenhurst, GA 31301  
Mailing Address 522 W Riverside Ave Suite N, Spokane WY 89201  
Email Address autodetailingsuccess@gmail.com  
Full Detailed Description of Business It will be a mobile car and boat detailing service.

Date Business began in City of Walthourville \_\_\_\_\_  
#of employees in City of Walthourville 1 E-verify# (Required if 11 or more employees \_\_\_\_\_  
State Sales Tax ID# \_\_\_\_\_ Federal ID # 93-2934540  
Owner Name Justin Peek, President of Uniting Communities SS# \_\_\_\_\_ DOB 04/04/1988  
Home Address 42 Setter Lane Apt# \_\_\_\_\_ City Alenhurst State GA Zip 31301

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

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



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

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

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

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

Signature: Sustin Peck President Unitas COMMUN, LLC

I \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of applicant \_\_\_\_\_ legibly print name \_\_\_\_\_

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

Tax Map & Parcel# 052B083

Zoning Classification R8

Approved by: Lori Parks

Date Approved: 6-5-24

Date the request will be presented to Mayor and Council: 6-11-24

\*\*\*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)   X   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 \_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
\*Signature of Applicant

\_\_\_\_\_  
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 1<sup>st</sup> of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees<sup>1</sup>.

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

(B)   X   On January 1<sup>st</sup> 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\_\_.

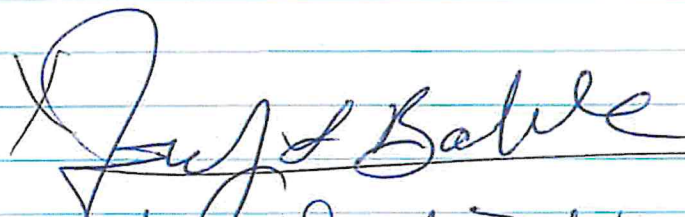
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> 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.



I, Jennifer Lynn Babble, allow  
Justin Peek to operate his mobile  
car and boat detailing from  
my home at 42 Setter Lane, Allenhurst,  
GA 31301.

  
Jennifer L. Babble  
912 332-2633



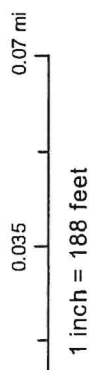


### Liberty County PRISYM 2.0

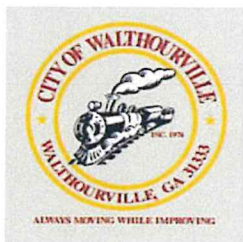
- Carto Line** Green: Green
- Override 1** Land Hook Blue: Blue
- Roads** Image
- Parcels** Red: Red



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







**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: Liberty County Fire Services IGA**

AGREEMENT                       POLICY / DISCUSSION                       CONTRACT  
 ORDINANCE                       RESOLUTION/PROCLAMATION                       OTHER

**SUBMITTED: 06-06-2024**

**Council Meeting: 06-11-2024**

**DEPARTMENT: Fire Department**

**BUDGET IMPACT: Fire Department**

**PUBLIC HEARING? ( ) Yes      (X) No**

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**PURPOSE:** To execute the IGA between Liberty County and the City of Walthourville for the Unincorporated Area (Highway 119) in the amount of \$16,000 Annually.

**HISTORY:** Annual IGA with Liberty County.

**FACTS and ISSUES:** NA.

**RECOMMENDED ACTION:** For the Mayor and Council to approve the Liberty County Fire Services IGA.

*Chief Nicolas Maxwell*



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

Dated and effective as of November  
1, 2023 Between

Liberty County, Georgia,

a political subdivision of the State of Georgia.

And

The City of Walthourville

a political subdivision of the State of Georgia.

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

**W I T N E S S E T H:**

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

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

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

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

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

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

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

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

3. Term of Agreement: Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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



6. No Liability of City; Indemnity.

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

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

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

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

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

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

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

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

13. Neutral Construction. The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision.

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

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

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

[Signatures Appear on Following Page]



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

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

**CITY OF WALTHOURVILLE, GEORGIA**

(OFFICIAL SEAL)

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

**LIBERTY COUNTY BOARD OF COMMISSIONERS**

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

(OFFICIAL SEAL)

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

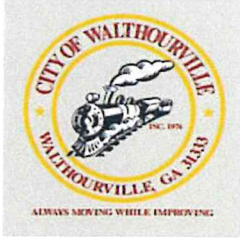
Attest: \_\_\_\_\_  
Joseph W. Brown, Administrator

the presence of as to County:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commissioner Expires: \_\_\_\_\_

(NOTARY SEAL)



**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: CKH Consulting, LLC**

( ) AGREEMENT                      ( ) POLICY / DISCUSSION                      ( ) CONTRACT  
( ) ORDINANCE                      ( ) RESOLUTION/PROCLAMATION                      (X) OTHER

**SUBMITTED: 05-28-2024**

**Council Meeting: 06-11-2024**

**DEPARTMENT: City of Walthourville**

**BUDGET IMPACT: All Departments**

**PUBLIC HEARING? ( ) Yes      (X) No**

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**PURPOSE:** To approve the appointment of CKH Consulting, LLC as the City's CPA Firm.

**HISTORY:** City CPA provides Financial advice, support and compiles the city's Annual Budget.

**FACTS and ISSUES:** NA.

**RECOMMENDED ACTION:** For the Mayor and Council to appoint CKH Consulting, LLC as the city's CPA Firm. This item was presented at the May 28<sup>th</sup> Workshop Meeting and the City's Regular Meeting.

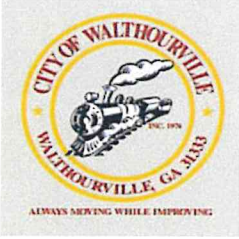
*City of Walthourville Mayor and Council*



We are a small business CPA firm offering powerful government contracting solutions in the areas of assurance, tax, accounting, and advisory to Federal, State, and Local governments. We have deep roots in Atlanta, Georgia, supplemented by 20+ years of local expertise and international experience across the globe.

Our Core Competencies Are Audit/Assurance, Payroll/Accounting, State and Local Tax, and Staff Augmentation/ Advisory & Consulting.





**CITY OF WALTHOURVILLE**  
**MAYOR AND CITY COUNCIL AGENDA ITEM**

**SUBJECT: VC3**

AGREEMENT                       POLICY / DISCUSSION                       CONTRACT  
 ORDINANCE                       RESOLUTION/PROCLAMATION                       OTHER

**SUBMITTED: 06-06-2024**

**Council Meeting: 06-11-2024**

**DEPARTMENT: City of Walthourville**

**BUDGET IMPACT: City of Walthourville**

**PUBLIC HEARING? ( ) Yes      (X) No**

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**PURPOSE:** To provide an update on the City's Citizen Alert Notification System.

**HISTORY:** The notification system will allow citizens to enroll via phone number or email to receive City Update Alerts.

**FACTS and ISSUES:** NA.

**RECOMMENDED ACTION:** Informational Only.

***Mayor Sarah B. Hayes***