



SERVICE DELIVERY STRATEGY

FORM 1

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A Revising or Adding to the SDS	OPTION B Extending the Existing SDS
<ol style="list-style-type: none"><li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li><li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li><li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li></ol>	<ol style="list-style-type: none"><li>4. In Section IV type, "NONE."</li><li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li><li>6. Proceed to step 7, below.</li></ol>

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <http://www.dca.georgia.gov/community-assistance/Coordinated-planning/intergovernmental-coordination/service-delivery>, or call the Office of Planning at (404) 679-5279.

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server, OR email them to [planning@dca.ga.gov](mailto:planning@dca.ga.gov).

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities, counties, and other local authorities) that provide services included in the service delivery strategy.

Unincorporated Liberty County, Cities of Hinesville, Allenhurst, Flemington, Gum Branch, Midway, Riceboro, Walthourville, Liberty County Development Authority, and Liberty Consolidated Planning Commission.

### **III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Cooperative Extension Service, Coroner, Courts (Magistrate), District Attorney, E-911 Services, Division of Family and Child Services, Flood Hazard Mitigation, Health Department, Housing Authority, Library, Mosquito Spraying, Public Defender, Sewer, Sheriff, Street Lights, Tax Assessor, Tax Collecting/Disbursement, Vocational Training, Voter Registration, Water.

### **IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Airport, Animal Control, Building Inspections, Code Enforcement, Courts (Municipal), Development Authority(s), Emergency Management Agency, Emergency Medical Services, Engineering, Fire Prevention and Education, Fire Suppression, Planning and Zoning, Police, Recreation and Leisure, Road Maintenance (Clean/Mow), Road Maintenance (Grading/ROW), Road Maintenance (Improvements), Senior Citizen Services, Soil Erosion Mitigation, Solid Waste Collection, Wastewater.



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Airport*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Liberty County Development Authority**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, Hinesville, Liberty County Development Authority**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund
Hinesville	General Fund
Liberty Cnty Development Authority	General Fund
Fort Stewart	Department of Defense Federal Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where just Liberty County was the only funding source. This new amendment shows Liberty County Development Authority as the managing entity and multiple funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
MOA Joint Use Agreement for Midcoast Regional Airport	Ft. Stewart and Liberty County Development Authority	November 4, 2007 until terminated by one or both parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Animal Control*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Liberty County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund
City of Hinesville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No changes to the service itself. This amendment was from a previous SDS update where Liberty County, the Town of Allenhurst, and the City of Hinesville were the funding sources. This new amendment shows the County as the single provider with funding assistance from the City of Hinesville

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Building Inspections*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **The City of Hinesville and Liberty County**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund/Permit Fees
City of Hinesville	General Fund/Permit Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No changes to the service itself. This amendment was from a previous SDS update where Liberty County, the Town of Allenhurst, and the Cities of Hinesville, Flemington, and Riceboro were the funding sources and providers. This new amendment shows both the two funding sources and two providers.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Code Enforcement*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **The City of Hinesville and Liberty County**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund
City of Hinesville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where the City of Hinesville and the Joint Planning Commission were the funding sources and providers. The Joint Planning Commission was replaced by the Liberty Consolidated Planning Commission in 2005. This new amendment shows both the two funding sources and the two providers.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Development Authority*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **The City of Hinesville, the City of Flemington and Liberty County Development Authority**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County Development Authority	General Fund
Hinesville Downtown Dev Authority	General Fund
Hinesville Development Authority	General Fund
Flemington Downtown Dev Authority	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where just the Liberty County Development Authority was the only provider and the only funding source. This new amendment shows four providers and four funding sources. Hinesville has created two development authorities: the Hinesville Downtown Development Authority (2004) and the Hinesville Development Authority (2013). And Flemington has created the Flemington Downtown Development Authority (2025).

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Emergency Management Agency*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Liberty County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No changes to the service itself. This amendment was from a previous SDS update where Liberty County and the City of Hinesville were the funding sources. This new amendment shows one provider and one funding source.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Emergency Medical Services*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Liberty County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No changes to the service itself. This amendment was from a previous SDS update where Liberty County, the Regional Medical Center and the City of Hinesville were the funding sources. This new amendment shows one provider and one funding source.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Engineering*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, Cities of Hinesville, Flemington, Midway, Riceboro, and Walthourville.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund/utility fees
City of Hinesville	General Fund/utility fees
City of Flemington	General Fund
City of Midway	General Fund/utility fees
City of Riceboro	General Fund/utility fees
City of Walthourville	General Fund/utility fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where Liberty County and the City of Hinesville were the providers and the funding sources. This new amendment shows multiple providers and multiple funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Fire Prevention and Education*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, Town of Allenhurst, Cities of Hinesville, Flemington, Midway, Riceboro, and Walthourville.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund
City of Hinesville	General Fund
City of Flemington	General Fund
Town of Allenhurst	General Fund
City of Riceboro	General Fund
Cities of Walthourville and Midway	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there was one provider and one funding source. This new amendment shows multiple providers and multiple funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Fire Suppression*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, Town of Allenhurst, Cities of Hinesville, Flemington, Midway, Riceboro, and Walthourville.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund/Impact Fees
City of Hinesville	General Fund
City of Flemington	General Fund/Impact Fees
City of Midway	General Fund
City of Riceboro	General Fund
City of Walthourville and Allenhurst	General Fund/User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there were multiple providers and multiple funding sources. This new amendment shows multiple providers and multiple funding sources as well, but they have changed.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Courts (Municipal)*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hinesville, Midway, Walthourville**)
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Midway	General Fund
Hinesville	General Fund
Walthourville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where just the City of Hinesville was the only provider and the only funding source. This new amendment shows multiple providers and multiple funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Planning and Zoning*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Liberty Consolidated Planning Commission**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County and Allenhurst	General Fund/Permit Fees/Grant Funds
City of Hinesville and Gum Branch	General Fund/Permit Fees/Grant Funds
City of Flemington	General Fund/Permit Fees/Grant Funds
Town of Allenhurst	General Fund/Permit Fees/Grant Funds
City of Riceboro	General Fund/Permit Fees/Grant Funds
City of Walthourville	General Fund/Permit Fees/Grant Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there were more than one provider and multiple funding sources. This new amendment shows a single provider and multiple funding sources that have been implemented through intergovernmental agreements adopted in 2004 and updated in 2009.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
2009 Intergovernmental Agreement	Liberty County, Allenhurst, Flemington, Gum Branch, Hinesville, Midway, Riceboro and Walthourville	Until Superseded by formal action of the parties thereto

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None. The 2009 Intergovernmental Agreement is already in effect.

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Police*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Cities of Hinesville, Flemington, Midway, and Walthourville**)
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
City of Hinesville	General Fund
City of Midway	General Fund
City of Flemington	General Fund
City of Walthourville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there was provider and one funding source. This new amendment shows multiple multiple providers and multiple funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Recreation and Leisure*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, Cities of Midway, Hinesville, Riceboro, and Walthourville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund
City of Midway	General Fund
City of Hinesville	General Fund
City of Riceboro	General Fund
City of Walthourville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there was on provider and one funding source. This new amendment show multiple providers and multiple funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2033** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Road Maintenance (Clean/Mow)*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, Town of Allenhurst, Cities of Flemington, Gum Branch, Midway, Hinesville, Riceboro, and Walthourville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County, Town of Allenhurst	General Fund
Cities of Midway and Flemington	General Fund
City of Hinesville	General Fund
City of Riceboro	General Fund
City of Walthourville	General Fund
City of Gum Branch	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there were multiple funding sources. This new amendment shows additional funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Road Maintenance (Grading/ROW)*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, Town of Allenhurst, Cities of Flemington, Gum Branch, Midway, Hinesville, Riceboro, and Walthourville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County, Town of Allenhurst	General Fund
Cities of Midway and Flemington	General Fund
City of Hinesville	General Fund
City of Riceboro	General Fund
City of Walthourville	General Fund
City of Gum Branch	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there were multiple providers and multiple funding sources. This new amendment shows additional providers and funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Road Maintenance (Improvements)*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, Town of Allenhurst, Cities of Flemington, Gum Branch, Midway, Hinesville, Riceboro, and Walthourville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County, Town of Allenhurst	General Fund
Cities of Midway and Flemington	General Fund
City of Hinesville	General Fund
City of Riceboro	General Fund
City of Walthourville	General Fund
City of Gum Branch	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there were multiple providers and multiple funding sources. This new amendment shows additional providers and funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2033** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Senior Citizen Services*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, City of Hinesville and the City of Walthourville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Liberty County	General Fund
City of Walthourville	General Fund
City of Hinesville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there was a single provider and a single funding source. This new amendment shows additional providers and additional funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Soil Erosion Mitigation*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, The Town of Allenhurst, and the Cities of Hinesville, Walthourville, Flemington, Gum Branch, Midway, and Riceboro.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
City of Hinesville and Liberty County	General Fund/User fees
City of Walthourville	General Fund/User fees
Cities of Flemington and Gum Branch	General Fund/User fees
City of Midway	General Fund/User fees
City of Riceboro	General Fund/User fees
Town of Allenhurst	General Fund/User fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there were multiple funding sources. This new amendment shows additional funding sources. Liberty County provides the service for the unincorporated areas and Liberty Consolidated Planning Commission provides the service for Allenhurst, Flemington, Gum Branch, Hinesville, Midway, Riceboro and Walthourville through intergovernmental agreements adopted in 2004 and updated in 2009.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
None		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

2009 Intergovernmental Agreement is already in effect (See attached hereto)

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/2025

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



**AN ORDINANCE**

**AMENDING AND RESTATING AN ORDINANCE ABOLISHING THE LIBERTY COUNTY JOINT PLANNING COMMISSION AND ESTABLISHING IN LIEU THEREOF THE LIBERTY CONSOLIDATED PLANNING COMMISSION TO EXERCISE ALL OF THE DUTIES, JURISDICTIONAL POWERS, AND AUTHORITY FORMERLY EXERCISED BY SAID ABOLISHED COMMISSION; REPEALING CONFLICTING LAWS; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

**WHEREAS**, the governing authority of Liberty County, Georgia desires to amend and restate that certain Ordinance (designated as Ordinance No. 2004-05) adopted by the governing authority on December 7, 2004 and establishing the Liberty Consolidated Planning Commission; and

**WHEREAS**, by this Ordinance and the provisions contained herein the governing authority of Liberty County, Georgia desires to further protect the health, welfare and safety of the citizens and residents of said County.

**NOW, THEREFORE**, be it ordained by the governing authority of Liberty County, Georgia, as follows:

**I. ORDINANCE TEXT**

Sections 14-1 through and including 14-13 of the Code of Ordinances of Liberty County, Georgia are hereby amended by striking the same in their entirety and inserting in lieu thereof the following:

**Section 14-1. Abolishment of Prior Commission.** Subject to the provisions of Section 3 herein below, the Liberty County Joint Planning Commission, as established by joint ordinance or other action of Liberty County, City of Allenhurst, City of Midway, City of Walthourville, City of Gum Branch, City of Riceboro, and City of Flemington, is hereby abolished.

**Section 14-2. Creation of the Liberty Consolidated Planning Commission.** Effective January 1, 2005, there is created and established the Liberty Consolidated Planning Commission, hereinafter referred to as the Commission, to succeed to the general powers, duties and responsibilities of the former Liberty County Joint Planning Commission and the former City of Hinesville Planning and Zoning Commission, as

hereinafter more fully set forth. Thereafter, the Liberty County Joint Planning Commission shall accept no new applications or petitions or otherwise undertake or consider any new business with respect to matters formerly within its jurisdiction. All acts, decisions, determinations and findings heretofore made by said Liberty County Joint Planning Commission are hereby ratified and affirmed, and shall remain in force and effect until superseded by formal action of the Commission or the respective governing authority having jurisdiction over such matters, as appropriate.

**Section 14-3. Unfinished Business of the Liberty County Joint Planning Commission.** Notwithstanding the creation of the Commission, any applications, petitions, or other business currently pending before the Liberty County Joint Planning Commission, including any scheduled hearings or hearings in progress shall be completed by said Liberty County Joint Planning Commission to the fullest extent practicable on or before February 28, 2005, and any recommendations made or other actions taken by said Liberty County Joint Planning Commission in connection with such pending matters shall be deemed lawful and valid in all respects. Any business of the Liberty County Joint Planning Commission, which remains unfinished as of March 1, 2005, shall be assumed, continued and carried out by the Commission.

**Section 14-4. Creation of Governing Board; Chairman; Powers; Meetings.** There is hereby created and established the Liberty Consolidated Planning Commission Governing Board, hereinafter referred to as the Governing Board, which is vested with the authority to and responsibility for appointing the members of the Liberty Consolidated Planning Commission, approving the budget of the Liberty Consolidated Planning Commission, and for supervising certain personnel matters relating to the said Liberty Consolidated Planning Commission. The Governing Board shall consist of the following persons or their designees: Chairperson of the Liberty County Board of Commissioners, the Mayor of the City of Hinesville, the Mayor of the City of Allenhurst, the Mayor of the City of Midway, the Mayor of the City of Gum Branch, the Mayor of the City of Walthourville, the Mayor of the City of Riceboro, and the Mayor of the City of Flemington. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Governing Board and shall be permitted to deliberate on all actions of the Governing Board (excluding his or her appointment), but shall not be a voting member of the Governing Board and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Governing Board, and shall perform such duties in connection with said office as may be designated by the Governing Board from time to time. The Governing Board shall meet biannually at the call of the Chairperson of the Governing Board, and at such other times as the Chairperson of the Governing Board or a majority of Governing Board members shall determine.

Subject to the protections of sovereign and official immunity (and other doctrines and laws of the State of Georgia), the Commission shall be solely liable and responsible for its actions and those of the personnel retained to discharge its obligations and services under this Ordinance. In this connection, the Commission shall employ an Executive Director and such other employees as the Executive Director may recommend and be approved by the Governing Board. More specifically, the Executive Director shall have the responsibility of retaining, disciplining, evaluating, discharging, and otherwise managing the personnel of the Commission; provided that all such decisions shall be reviewable by the Governing Board as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board. Notwithstanding that the Executive Director shall be deemed employed by the Commission, he or she shall be retained, disciplined, evaluated, discharged and otherwise supervised by the Governing Board. In particular, and not by way of limitation, any personnel action pertaining to the Executive Director shall require a majority vote of the entire Governing Board, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement). For purposes of this Ordinance and all other circumstances, the Governing Board shall be deemed a component and part of the Liberty Consolidated Planning Commission (but not subject to its control), and shall have supervisory powers over its personnel as generally set forth herein and in the Ordinance. Notwithstanding the foregoing, the Governing Board shall have no involvement in or influence over the recommendations made or other functions performed by the Commission unless specifically authorized herein; provided that all decisions regarding the personnel of the Commission shall be determined and managed by the Governing Board and the Executive Director as generally set forth above or as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board.

To assist the Governing Board in budget and personnel decisions, a standing executive committee of the Governing Board shall be established that consists of the representative of each member jurisdiction having a funding obligation of twenty percent (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), one representative of a member jurisdiction having a funding obligation of less than twenty percent (20%) (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), the Chairman of the Liberty Consolidated Planning Commission, and the Vice-chairman of the Liberty Consolidated Planning Commission. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Executive Committee and shall be permitted to deliberate on all actions of the Governing Board (excluding any appointments or personnel actions relating to the Executive Director), but shall not be a voting member of the Executive Committee and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from the members of the Executive Committee a Chairman and a Vice-chairman of the Executive Committee, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by

the Governing Board) shall serve as Secretary of the Executive Committee, and shall perform such duties in connection with said office as may be designated by the Executive Committee from time to time. The Executive Committee shall meet at the call of the Chairperson of the Executive Committee, and at such other times as the Chairperson of the Executive Committee or a majority of members shall determine.

This Executive Committee shall review all budgets proposed by the Executive Director and make recommendations to the Governing Board, who shall approve the final budget and any modifications. The Executive Committee shall evaluate the performance of the Executive Director, screen candidates for the Executive Director when the position is vacant, and recommend any personnel actions relating to the Executive Director to the Governing Board for approval. In particular, and not by way of limitation, any personnel action recommended by the committee pertaining to the Executive Director, or any other personnel, shall require a majority vote of the entire executive committee, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement).

**Section 14-5. Commission Membership.** The Commission shall consist of nine (9) members who shall be residents of Liberty County and who shall be appointed by the Governing Board as provided in this Ordinance. The Governing Board shall appoint no more than four (4) residents of any one municipality within Liberty County, and no more than four (4) residents of the unincorporated areas of the County, to serve as members of the Commission. No member of the Commission shall be an employee or elected official of any participating local government. All members shall serve until their successors are appointed.

(a) Member Professional Backgrounds. At all times, the Governing Board shall endeavor to appoint to the Commission at least one member who has a professional background in the field of real estate development, at least one member who has a professional background in the field of building and construction, at least one member who has a professional background in business management, at least one member who has a professional background in general industry or industrial management, at least one member who has a professional background in the field of natural resources or environmental protection; provided that the Governing Board is not strictly obligated to appoint members from the aforementioned fields, but shall in all instances appoint members it determines to be the most qualified and appropriate, taking into consideration the desirability of having members from the various fields enumerated above. The Governing Board, in its sole discretion, shall determine what the professional background of any member is and whether a member satisfies any requirements set forth in this subsection.

(b) Original Appointments; Current Appointments. Original appointments to the Commission shall be made by the Governing Board or its predecessor on or before December 20, 2004, and shall initially include three members who shall serve

for a term of one (1) year, three members who shall serve for a term of two (2) years, and three members who shall serve for a term of three (3) years. All regular appointments thereafter shall be for a term of three (3) years; provided that any member may be appointed to successive terms. Those members of the Commission appointed by the Governing Board and serving as of the adoption of this Ordinance shall continue for the term of their office and until their successors are appointed.

(c) Quorum; Voting. With respect to both the Governing Board and the Commission, an affirmative vote of a majority of the members of each such body, entitled to vote, and present shall be sufficient to permit the conduct of all business; provided, however, that in the event such affirmative majority vote of the membership of such body is made impossible due to either (i) temporary vacancy on the Board, or (ii) refusal of any member due to a conflict of interest as determined by such member, an affirmative vote of a majority of the remaining members of such body not otherwise unable to participate as set forth in clauses (i) and (ii) hereinabove shall be sufficient to permit the conduct of all business.

(d) Vacancies. Any vacancy in the membership of the Commission arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of members, or the death, resignation, incapacity, or removal of any incumbent member shall be filled for the unexpired term by the Governing Board.

(e) Removal. The Governing Board may remove any member of the Commission for due cause after written notice and a public hearing. Without limiting the foregoing, the Governing Board may consider for removal any member of the Commission who is absent from three consecutive regular meetings of the Commission or more than one-third of the Commission's meetings, regular or special, that occur within a calendar year. The Governing Board may elect not to remove a member on the grounds of excessive absence if that member demonstrates that their absence was for good cause as determined by the Governing Board or if such absence is otherwise excused by the laws of the State of Georgia. The findings and determinations of the Governing Board with respect to such matters shall be conclusive and absolute.

**Section 14-6. Compensation.** All members of the Commission shall serve without compensation, but shall be reimbursed for actual expenses incurred in connection with their official duties.

**Section 14-7. Officers.** The Commission shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director or such other person designated by the Commission shall serve as the Secretary of the Commission.

**Section 14-8. Planning Staff.** Subject to the approval of the budget by the Governing Board, the Executive Director may retain such employees and contract with

such consultants, and provide for their compensation and duties, as the Executive Director deems necessary for the work of the Commission, within the budget provided for the operation of the Commission by the participating local governments, or other funds lawfully available to it. The initial planning staff shall consist of a Planning Director and a Junior Planner, who shall be those persons holding equivalent positions within the Hinesville Area Metropolitan Planning Organization as of January 1, 2005; a Zoning Administrator and Planning and Zoning Technician, who shall be those persons holding equivalent positions within the City of Hinesville Planning and Zoning Commission as of January 1, 2005; and an Administrative Assistant, who shall be that person holding an equivalent position within the Liberty County Joint Planning Commission as of January 1, 2005; all as determined by the respective entities presently employing such persons; or such other persons and positions as are currently employed by the Commission as of the date of this Ordinance.

**Section 14-9. Meetings and Records.** Meetings of the Commission shall be held at such times and locations within Liberty County, Georgia as the Chairman or majority of Commission members shall determine; provided that regular meetings of the Commission shall be held at least once each month on the third Tuesday in the Liberty County Commissioners' Hearing Room (or such other location as designated by the Commission and consented to by the Board of Commissioners of Liberty County, Georgia). Subject to the provisions of this Ordinance and the laws of the State of Georgia, the Commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations. All meetings and records of the Commission shall be open and available to the public in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This section shall not be construed as requiring the Commission to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of the Commission. In such cases, the Commission shall meet as soon as practicable following its regular meeting date, but in no event later than three (3) business days from such date.

**Section 14-10. Finances; Fiscal Agent.** The Commission is authorized to make such expenditures as it deems necessary for its operation, which, exclusive of gifts, shall be within the amounts budgeted by the Commission and approved and appropriated for such purpose by the participating local governments. Subject to the provisions of the Intergovernmental Agreement, the City of Hinesville, or other designated entity, shall be the fiscal agent for the Commission, and shall pay for the operation and maintenance of the Commission and all of its staff and activities as authorized in the Intergovernmental Agreement. In accordance with such Intergovernmental Agreement, every participating local government shall reimburse the City of Hinesville, or other designated entity, on a periodic basis for its pro-rata share of the Commission's expenses. Subject to the provisions of this Ordinance and the aforementioned Intergovernmental Agreement, all checks or orders of the Commission for the withdrawal of money from banking institutions shall be signed in accordance with the Commission's duly adopted operating procedures.

The fiscal budget period for the Commission shall be the twelve (12) month period beginning on July 1<sup>st</sup> on each calendar year and ending on June 30<sup>th</sup> of the following calendar year. The Executive Director shall submit a recommended budget to the Governing Board for their consideration and approval no later than April 1<sup>st</sup> of each calendar year. For those governments that operate on fiscal periods different from that of the Commission, the Executive Director may provide those governments estimates of the funding expected from them for their specific fiscal budget period. The Governing Board shall approve a budget for the Commission no later than June 1<sup>st</sup> of each year. The Executive Director shall submit to the executive committee on or before the 10<sup>th</sup> day of the month following each calendar quarter (or at such other times as may be specified by the Executive Committee) a summary of the expenditures of the commission for the previous period.

**Section 14-11. Powers, Duties, and Responsibilities.** Subject to the direction and control of the participating local governments, the Commission shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments and prepare and recommend to the participating local governments such plans for the physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, and/or general welfare, including efficiency and economy in the development of its jurisdiction.
- (b) Prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of or all any each of the participating local jurisdictions, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to participating local governments the adoption of any zoning ordinance, or resolution, or amendments or revisions to any local use or land development regulations, including zoning ordinances and maps, subdivision regulations, special ordinances, and the like, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) Administer zoning and other land use regulations in whatever role is delegated to it by any participating local government. To this end, the Commission may review applications for zoning map amendments or applications for land use approval and provide a recommendation to the participating local government. However, the Commission shall not be delegated any legislative authority such as the final approval of zoning map amendments or conditional or special uses.

- (e) Review and approve subdivision plats; provided, however, that if the Commission is given authority to grant approval of final plats, said approval shall not constitute acceptance of public improvements which is a power reserved by the participating local governments.
- (f) Prepare and recommend for adoption to any participating local government, a plat or plats, or a corridor map or maps, showing the location of the boundary lines of existing, proposed, extended, widened or narrowed streets and linear open spaces and recreational areas, together with regulations to control the erection of buildings or other structures within such lines, within the local jurisdiction or a specified portion thereof.
- (g) Make, publish, and distribute maps, plans and reports and recommendations relating to the planning and development of any local jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- (h) Conduct all hearings, and prepare all notices and advertisements, in connection with any zoning and other land use matters delegated to the Commission hereunder, to include, without limitation, such hearings, notices and related procedural matters minimally required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, et seq. with respect to any such matters.
- (i) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (j) Perform such additional functions and services in connection with planning and zoning matters as may be required or called for from time to time by the participating local governments, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Ordinance.

The authorization to undertake these functions shall not be considered a mandate for the Commission to perform all of these functions, nor shall it prohibit the discretion of any participating local government, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Ordinance and the Commission.

**Section 14-12. Incorporation in Zoning Ordinance.** To the extent required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., this Ordinance shall be



deemed a part of the Zoning Ordinance of Liberty County, Georgia for all purposes; provided, however, that this Ordinance may be published and appear elsewhere within the Code of Ordinances of Liberty County, Georgia and its inclusion in such other Code section shall in no way invalidate the provisions hereof.

**Section 14-13.No Further Review or Recommendation.** Notwithstanding any provision in the Code of Ordinances of Liberty County, Georgia or any appendix thereto or related ordinance or resolution, this Ordinance and the actions taken in accordance herewith shall not require the review, recommendation or other action on the part of the Liberty County Joint Planning Commission or any other body or agency.

## **II. SEVERABILITY**

If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such declaration shall not affect, impair, or invalidate the remaining provisions of this Ordinance.

## **III. REPEALER**

All ordinances and resolutions, or parts of ordinances and resolutions, in direct conflict with this Ordinance are hereby repealed.

## **IV. EFFECTIVE DATE**

This Ordinance shall become effective as of the 7th day of July, 2009.

## **V. AMENDMENT OF INTERGOVERNMENTAL AGREEMENT**

By adoption of this Ordinance, the governing authority of Liberty County, Georgia hereby acknowledges and agrees that this Ordinance shall be substituted for the ordinance originally made a part of that certain Intergovernmental Agreement executed by said governing authority providing for the creation and operation of the Liberty Consolidated Planning Commission, and reference to the "Ordinance" in said Intergovernmental Agreement shall hereafter mean and refer to this Ordinance; said Intergovernmental Agreement and all of its provisions being hereby ratified and accepted as effectively modified by this Ordinance.

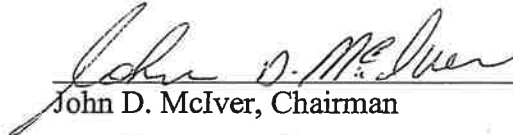
[ Signatures Appear on Following Page(s) ]

[ Signatures Continued – Ordinance No. 2009-\_\_\_\_ ]

**APPROVED** this 7th day of July, 2009.

**BOARD OF COMMISSIONERS OF  
LIBERTY COUNTY, GEORGIA**

(OFFICIAL SEAL)

  
John D. McIver, Chairman

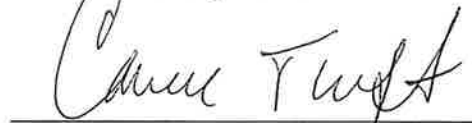
  
Eddie Walden, Vice-Chairman

  
Pat Bowen, Commissioner


  
Gary Gilliard, Commissioner

  
Donald L. Lovette, Commissioner

  
Marion Stevens, Sr., Commissioner

  
Connie Thrift, Commissioner

ATTEST:

  
Joseph W. Brown, County Administrator

**AN ORDINANCE**

AMENDING AND RESTATING AN ORDINANCE ABOLISHING THE LIBERTY COUNTY JOINT PLANNING COMMISSION AND ESTABLISHING IN LIEU THEREOF THE LIBERTY CONSOLIDATED PLANNING COMMISSION TO EXERCISE ALL OF THE DUTIES, JURISDICTIONAL POWERS, AND AUTHORITY FORMERLY EXERCISED BY SAID ABOLISHED COMMISSION; REPEALING CONFLICTING LAWS; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WITNESSETH:**

**WHEREAS**, the governing authority desires to amend and restate that certain Ordinance adopted by the governing authority on June 9, 2009 and establishing the Liberty Consolidated Planning Commission; and

**WHEREAS**, by this Ordinance and the provisions contained herein the governing authority of the City of Flemington desires to further protect the health, welfare and safety of the citizens and residents of Flemington.

**NOW, THEREFORE**, be it ordained by the governing authority of the City of Flemington, as follows:

**I. ORDINANCE TEXT**

Chapter 54, Article II, Sections 21-32 of the Code of Ordinances of Flemington is hereby amended by striking the same in its entirety and inserting in lieu thereof the following amended and restated Ordinance:

**Section 54-21. Abolishment of Prior Commission.** Subject to the provisions of Section 3 herein below, the Liberty County Joint Planning Commission, as established by joint ordinance or other action of Liberty County, City of Allenhurst, City of Midway, City of Walthourville, City of Gum Branch, City of Riceboro, and City of Flemington, is hereby abolished.

**Section 54-22. Creation of the Liberty Consolidated Planning Commission.** Effective January 1, 2005, there is created and established the Liberty Consolidated Planning Commission, hereinafter referred to as the Commission, to succeed to the general powers, duties and responsibilities of the former Liberty County Joint Planning Commission and the former City of Hinesville Planning and Zoning Commission, as hereinafter more fully set forth. Thereafter, the Liberty County Joint Planning Commission shall accept no new applications or petitions or otherwise undertake or consider any new business with respect to matters formerly within its jurisdiction. All acts, decisions, determinations and findings heretofore made by said Liberty County Joint Planning Commission are hereby ratified and affirmed, and shall remain in force and effect

until superseded by formal action of the Commission or the respective governing authority having jurisdiction over such matters, as appropriate.

**Section 54-23. Unfinished Business of the Liberty County Joint Planning Commission.** Notwithstanding the creation of the Commission, any applications, petitions, or other business currently pending before the Liberty County Joint Planning Commission, including any scheduled hearings or hearings in progress shall be completed by said Liberty County Joint Planning Commission to the fullest extent practicable on or before February 28, 2005, and any recommendations made or other actions taken by said Liberty County Joint Planning Commission in connection with such pending matters shall be deemed lawful and valid in all respects. Any business of the Liberty County Joint Planning Commission, which remains unfinished as of March 1, 2005, shall be assumed, continued and carried out by the Commission.

**Section 54-24. Creation of Governing Board; Chairman; Powers; Meetings.** There is hereby created and established the Liberty Consolidated Planning Commission Governing Board, hereinafter referred to as the Governing Board, which is vested with the authority to and responsibility for appointing the members of the Liberty Consolidated Planning Commission, approving the budget of the Liberty Consolidated Planning Commission, and for supervising certain personnel matters relating to the said Liberty Consolidated Planning Commission. The Governing Board shall consist of the following persons or their designees: Chairperson of the Liberty County Board of Commissioners, the Mayor of the City of Hinesville, the Mayor of the City of Allenhurst, the Mayor of the City of Midway, the Mayor of the City of Gum Branch, the Mayor of the City of Walthourville, the Mayor of the City of Riceboro, and the Mayor of the City of Flemington. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Governing Board and shall be permitted to deliberate on all actions of the Governing Board (excluding his or her appointment), but shall not be a voting member of the Governing Board and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Governing Board, and shall perform such duties in connection with said office as may be designated by the Governing Board from time to time. The Governing Board shall meet biannually at the call of the Chairperson of the Governing Board, and at such other times as the Chairperson of the Governing Board or a majority of Governing Board members shall determine.

Subject to the protections of sovereign and official immunity (and other doctrines and laws of the State of Georgia), the Commission shall be solely liable and responsible for its actions and those of the personnel retained to discharge its obligations and services under this Ordinance. In this connection, the Commission shall employ an Executive Director and such other employees as the Executive Director may recommend and be approved by the Governing Board. More specifically, the Executive Director shall have

the responsibility of retaining, disciplining, evaluating, discharging, and otherwise managing the personnel of the Commission; provided that all such decisions shall be reviewable by the Governing Board as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board. Notwithstanding that the Executive Director shall be deemed employed by the Commission, he or she shall be retained, disciplined, evaluated, discharged and otherwise supervised by the Governing Board. In particular, and not by way of limitation, any personnel action pertaining to the Executive Director shall require a majority vote of the entire Governing Board, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement). For purposes of this Ordinance and all other circumstances, the Governing Board shall be deemed a component and part of the Liberty Consolidated Planning Commission (but not subject to its control), and shall have supervisory powers over its personnel as generally set forth herein and in the Ordinance. Notwithstanding the foregoing, the Governing Board shall have no involvement in or influence over the recommendations made or other functions performed by the Commission unless specifically authorized herein; provided that all decisions regarding the personnel of the Commission shall be determined and managed by the Governing Board and the Executive Director as generally set forth above or as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board.

To assist the Governing Board in budget and personnel decisions, a standing executive committee of the Governing Board shall be established that consists of the representative of each member jurisdiction having a funding obligation of twenty percent (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), one representative of a member jurisdiction having a funding obligation of less than twenty percent (20%) (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), the Chairman of the Liberty Consolidated Planning Commission, and the Vice-chairman of the Liberty Consolidated Planning Commission. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Executive Committee and shall be permitted to deliberate on all actions of the Governing Board (excluding any appointments or personnel actions relating to the Executive Director), but shall not be a voting member of the Executive Committee and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from the members of the Executive Committee a Chairman and a Vice-chairman of the Executive Committee, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Executive Committee, and shall perform such duties in connection with said office as may be designated by the Executive Committee from time to time. The Executive Committee shall meet at the call of the Chairperson of the Executive Committee, and at such other times as the Chairperson of the Executive Committee or a majority of members shall determine.

This Executive Committee shall review all budgets proposed by the Executive Director and make recommendations to the Governing Board, who shall approve the final budget and any modifications. The Executive Committee shall evaluate the performance of the Executive Director, screen candidates for the Executive Director when the position is vacant, and recommend any personnel actions relating to the Executive Director to the Governing Board for approval. In particular, and not by way of limitation, any personnel action recommended by the committee pertaining to the Executive Director, or any other personnel, shall require a majority vote of the entire executive committee, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement).

**Section 54-25. Commission Membership.** The Commission shall consist of nine (9) members who shall be residents of Liberty County and who shall be appointed by the Governing Board as provided in this Ordinance. The Governing Board shall appoint no more than four (4) residents of any one municipality within Liberty County, and no more than four (4) residents of the unincorporated areas of the County, to serve as members of the Commission. No member of the Commission shall be an employee or elected official of any participating local government. All members shall serve until their successors are appointed.

(a) Member Professional Backgrounds. At all times, the Governing Board shall endeavor to appoint to the Commission at least one member who has a professional background in the field of real estate development, at least one member who has a professional background in the field of building and construction, at least one member who has a professional background in business management, at least one member who has a professional background in general industry or industrial management, at least one member who has a professional background in the field of natural resources or environmental protection; provided that the Governing Board is not strictly obligated to appoint members from the aforementioned fields, but shall in all instances appoint members it determines to be the most qualified and appropriate, taking into consideration the desirability of having members from the various fields enumerated above. The Governing Board, in its sole discretion, shall determine what the professional background of any member is and whether a member satisfies any requirements set forth in this subsection.

(b) Original Appointments; Current Appointments. Original appointments to the Commission shall be made by the Governing Board or its predecessor on or before December 20, 2004, and shall initially include three members who shall serve for a term of one (1) year, three members who shall serve for a term of two (2) years, and three members who shall serve for a term of three (3) years. All regular appointments thereafter shall be for a term of three (3) years; provided that any member may be appointed to successive terms. Those members of the Commission appointed by the Governing Board and serving as of the adoption of this Ordinance shall continue for the term of their office and until their successors are appointed.

(c) Quorum: Voting. With respect to both the Governing Board and the Commission, an affirmative vote of a majority of the members of each such body, entitled to vote, and present shall be sufficient to permit the conduct of all business; provided, however, that in the event such affirmative majority vote of the membership of such body is made impossible due to either (i) temporary vacancy on the Board, or (ii) refusal of any member due to a conflict of interest as determined by such member, an affirmative vote of a majority of the remaining members of such body not otherwise unable to participate as set forth in clauses (i) and (ii) hereinabove shall be sufficient to permit the conduct of all business.

(d) Vacancies. Any vacancy in the membership of the Commission arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of members, or the death, resignation, incapacity, or removal of any incumbent member shall be filled for the unexpired term by the Governing Board.

(e) Removal. The Governing Board may remove any member of the Commission for due cause after written notice and a public hearing. Without limiting the foregoing, the Governing Board may consider for removal any member of the Commission who is absent from three consecutive regular meetings of the Commission or more than one-third of the Commission's meetings, regular or special, that occur within a calendar year. The Governing Board may elect not to remove a member on the grounds of excessive absence if that member demonstrates that their absence was for good cause as determined by the Governing Board or if such absence is otherwise excused by the laws of the State of Georgia. The findings and determinations of the Governing Board with respect to such matters shall be conclusive and absolute.

**Section 54-26. Compensation.** All members of the Commission shall serve without compensation, but shall be reimbursed for actual expenses incurred in connection with their official duties.

**Section 54-27. Officers.** The Commission shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director or such other person designated by the Commission shall serve as the Secretary of the Commission.

**Section 54-28. Planning Staff.** Subject to the approval of the budget by the Governing Board, the Executive Director may retain such employees and contract with such consultants, and provide for their compensation and duties, as the Executive Director deems necessary for the work of the Commission, within the budget provided for the operation of the Commission by the participating local governments, or other funds lawfully available to it. The initial planning staff shall consist of a Planning Director and a Junior Planner, who shall be those persons holding equivalent positions within the Hinesville Area Metropolitan Planning Organization as of January 1, 2005; a Zoning

Administrator and Planning and Zoning Technician, who shall be those persons holding equivalent positions within the City of Hinesville Planning and Zoning Commission as of January 1, 2005; and an Administrative Assistant, who shall be that person holding an equivalent position within the Liberty County Joint Planning Commission as of January 1, 2005; all as determined by the respective entities presently employing such persons; or such other persons and positions as are currently employed by the Commission as of the date of this Ordinance.

**Section 54-29. Meetings and Records.** Meetings of the Commission shall be held at such times and locations within Liberty County, Georgia as the Chairman or majority of Commission members shall determine; provided that regular meetings of the Commission shall be held at least once each month on the third Tuesday in the Liberty County Commissioners' Hearing Room (or such other location as designated by the Commission and consented to by the Board of Commissioners of Liberty County, Georgia). Subject to the provisions of this Ordinance and the laws of the State of Georgia, the Commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations. All meetings and records of the Commission shall be open and available to the public in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This section shall not be construed as requiring the Commission to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of the Commission. In such cases, the Commission shall meet as soon as practicable following its regular meeting date, but in no event later than three (3) business days from such date.

**Section 54-30. Finances; Fiscal Agent.** The Commission is authorized to make such expenditures as it deems necessary for its operation, which, exclusive of gifts, shall be within the amounts budgeted by the Commission and approved and appropriated for such purpose by the participating local governments. Subject to the provisions of the Intergovernmental Agreement, the City of Hinesville, or other designated entity, shall be the fiscal agent for the Commission, and shall pay for the operation and maintenance of the Commission and all of its staff and activities as authorized in the Intergovernmental Agreement. In accordance with such Intergovernmental Agreement, every participating local government shall reimburse the City of Hinesville, or other designated entity, on a periodic basis for its pro-rata share of the Commission's expenses. Subject to the provisions of this Ordinance and the aforementioned Intergovernmental Agreement, all checks or orders of the Commission for the withdrawal of money from banking institutions shall be signed in accordance with the Commission's duly adopted operating procedures. The fiscal budget period for the Commission shall be the twelve (12) month period beginning on July 1<sup>st</sup>. on each calendar year and ending on June 30<sup>th</sup>. of the following calendar year. The Executive Director shall submit a recommended budget to the Governing Board for their consideration and approval no later than April 1<sup>st</sup>. of each calendar year. For those governments that operate on fiscal periods different from that of the Commission, the Executive Director may provide those governments estimates of the



funding expected from them for their specific fiscal budget period. The Governing Board shall approve a budget for the Commission no later than June 1<sup>st</sup>. of each year. The Executive Director shall submit to the executive committee on or before the 10<sup>th</sup>. day of the month following each calendar quarter (or at such other times as may be specified by the Executive Committee) a summary of the expenditures of the commission for the previous period.

**Section 54-31. Powers, Duties, and Responsibilities.** Subject to the direction and control of the participating local governments, the Commission shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments and prepare and recommend to the participating local governments such plans for the physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, and/or general welfare, including efficiency and economy in the development of its jurisdiction.
- (b) Prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of or all any each of the participating local jurisdictions, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to participating local governments the adoption of any zoning ordinance, or resolution, or amendments or revisions to any local use or land development regulations, including zoning ordinances and maps, subdivision regulations, special ordinances, and the like, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) Administer zoning and other land use regulations in whatever role is delegated to it by any participating local government. To this end, the Commission may review applications for zoning map amendments or applications for land use approval and provide a recommendation to the participating local government. However, the Commission shall not be delegated any legislative authority such as the final approval of zoning map amendments or conditional or special uses.
- (e) Review and approve subdivision plats; provided, however, that if the Commission is given authority to grant approval of final plats, said approval shall not constitute acceptance of public improvements which is a power reserved by the participating local governments.

- (f) Prepare and recommend for adoption to any participating local government, a plat or plats, or a corridor map or maps, showing the location of the boundary lines of existing, proposed, extended, widened or narrowed streets and linear open spaces and recreational areas, together with regulations to control the erection of buildings or other structures within such lines, within the local jurisdiction or a specified portion thereof.
- (g) Make, publish, and distribute maps, plans and reports and recommendations relating to the planning and development of any local jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- (h) Conduct all hearings, and prepare all notices and advertisements, in connection with any zoning and other land use matters delegated to the Commission hereunder, to include, without limitation, such hearings, notices and related procedural matters minimally required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq. with respect to any such matters.
- (i) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (j) Perform such additional functions and services in connection with planning and zoning matters as may be required or called for from time to time by the participating local governments, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Ordinance.

The authorization to undertake these functions shall not be considered a mandate for the Commission to perform all of these functions, nor shall it prohibit the discretion of any participating local government, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Ordinance and the Commission.

**Section 54-32. Incorporation in Zoning Ordinance.** To the extent required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., this Ordinance shall be deemed a part of the Zoning Ordinance of Flemington for all purposes; provided, however, that this Ordinance may be published and appear elsewhere within the Code of Ordinances of Flemington and its inclusion in such other Code section shall in no way invalidate the provisions hereof.

**Section 54-33.No Further Review or Recommendation.** Notwithstanding any provision in the Code of Ordinances of Flemington or any appendix thereto or related ordinance or resolution, this Ordinance and the actions taken in accordance herewith shall not require the review, recommendation or other action on the part of the Liberty County Joint Planning Commission or any other body or agency.

## **II. SEVERABILITY**

If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such declaration shall not affect, impair, or invalidate the remaining provisions of this Ordinance.

## **III. REPEALER**

All ordinances and resolutions, or parts of ordinances and resolutions, in direct conflict with this Ordinance are hereby repealed.

## **IV. EFFECTIVE DATE**

This Ordinance shall become effective on the \_\_\_\_ day of \_\_\_\_\_, 2009.

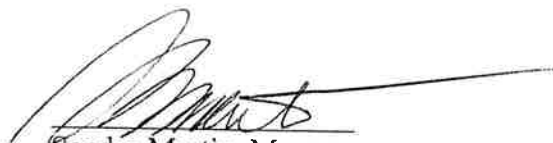
## **V. AMENDMENT OF INTERGOVERNMENTAL AGREEMENT**

By adoption of this Ordinance, the City of Flemington hereby acknowledges and agrees that this Ordinance shall be substituted for the ordinance originally made a part of that certain Intergovernmental Agreement executed by the City of Flemington providing for the creation and operation of the Liberty Consolidated Planning Commission, and reference to the "Ordinance" in said Intergovernmental Agreement shall hereafter mean and refer to this Ordinance; said Intergovernmental Agreement and all of its provisions being hereby ratified and accepted as effectively modified by this Ordinance.

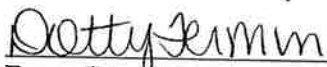
[signatures on next page]

APPROVED AND ORDAINED by the City of Flemington as of this 9<sup>th</sup>  
day of June, 2009.

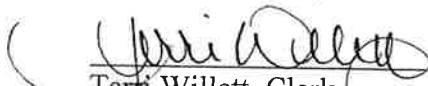
CITY OF FLEMINGTON, GEORGIA

  
Sandra Martin, Mayor

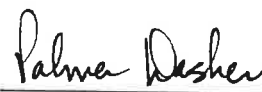
  
Paul Hawkins, Council Member

  
Dotty Fermin, Council Member

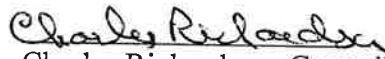
Attest:

  
Terri Willett, Clerk

  
Gail Evans, Council Member

  
Palmer Dasher, Council Member

(seal)

  
Charles Richardson, Council Member

  
Donnie Smith, Council Member

## AN ORDINANCE

AMENDING AND RESTATING AN ORDINANCE ABOLISHING THE LIBERTY COUNTY JOINT PLANNING COMMISSION AND ESTABLISHING IN LIEU THEREOF THE LIBERTY CONSOLIDATED PLANNING COMMISSION TO EXERCISE ALL OF THE DUTIES, JURISDICTIONAL POWERS, AND AUTHORITY FORMERLY EXERCISED BY SAID ABOLISHED COMMISSION; REPEALING CONFLICTING LAWS; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

**WHEREAS**, the governing authority desires to amend and restate that certain Ordinance adopted by the governing authority June 1, 2009 and establishing the Liberty Consolidated Planning Commission; and

**WHEREAS**, by this Ordinance and the provisions contained herein the governing authority of **Gum Branch** desires to further protect the health, welfare and safety of the citizens and residents of **Gum Branch**.

**NOW, THEREFORE**, be it ordained by the governing authority of **Gum Branch**, as follows:

### I. ORDINANCE TEXT

The Code of Ordinances of Gum Branch is hereby amended by striking the same in its entirety and inserting in lieu thereof the following amended and restated Ordinance:  
**[NOTE: FOR THOSE JURISDICTIONS AMEDNING EXISTING CODE SECTIONS, THE BELOW SECTION NUMBERS SHOULD CORRESPOND TO EXISTING ARTICLES AND SECTIONS AS APPROPRIATE]**

**Section 1. Abolishment of Prior Commission.** Subject to the provisions of Section 3 herein below, the Liberty County Joint Planning Commission, as established by joint ordinance or other action of Liberty County, Town of Allenhurst, City of Midway, City of Walthourville, City of Gum Branch, City of Riceboro, and City of Flemington, is hereby abolished.

**[ Section 1. Abolishment of the City of Hinesville Planning and Zoning Commission.** Subject to the provisions of Section 3 herein below, the City of Hinesville Planning and Zoning Commission, also having previously been known as the City of Hinesville, shall be abolished by the governing authority of the City of Hinesville by separate ordinance adopted contemporaneously with the adotion of this Joint Ordinance. ]

**Section 2. Creation of the Liberty Consolidated Planning Commission.** Effective January 1, 2005, there is created and established the Liberty Consolidated Planning Commission, hereinafter referred to as the Commission, to succeed to the general powers, duties and responsibilities of the former Liberty County Joint Planning Commission and the former City of Hinesville Planning and Zoning Commission, as hereinafter more fully set forth. Thereafter, the Liberty County Joint Planning Commission shall accept no new applications or petitions or otherwise undertake or consider any new business with respect to matters formerly within its jurisdiction. All acts, decisions, determinations and findings heretofore made by said Liberty County Joint Planning Commission are hereby ratified and affirmed, and shall remain in force and effect until superseded by formal action of the Commission or the respective governing authority having jurisdiction over such matters, as appropriate.

**Section 3. Unfinished Business of the Liberty County Joint Planning Commission.** Notwithstanding the creation of the Commission, any applications, petitions, or other business currently pending before the Liberty County Joint Planning Commission, including any scheduled hearings or hearings in progress shall be completed by said Liberty County Joint Planning Commission to the fullest extent practicable on or before February 28, 2005, and any recommendations made or other actions taken by said Liberty County Joint Planning Commission in connection with such pending matters shall be deemed lawful and valid in all respects. Any business of the Liberty County Joint Planning Commission, which remains unfinished as of March 1, 2005, shall be assumed, continued and carried out by the Commission.

**Section 4. Creation of Governing Board; Chairman; Powers; Meetings.** There is hereby created and established the Liberty Consolidated Planning Commission Governing Board, hereinafter referred to as the Governing Board, which is vested with the authority to and responsibility for appointing the members of the Liberty Consolidated Planning Commission, approving the budget of the Liberty Consolidated Planning Commission, and for supervising certain personnel matters relating to the said Liberty Consolidated Planning Commission. The Governing Board shall consist of the following persons or their designees: Chairperson of the Liberty County Board of Commissioners, the Mayor of the City of Hinesville, the Mayor of the City of Allenhurst, the Mayor of the City of Midway, the Mayor of the City of Gum Branch, the Mayor of the City of Walthourville, the Mayor of the City of Riceboro, and the Mayor of the City of Flemington. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Governing Board and shall be permitted to deliberate on all actions of the Governing Board (excluding his or her appointment), but shall not be a voting member of the Governing Board and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Governing Board, and shall perform such duties in connection with said office as may be designated by the Governing Board from time to

time. The Governing Board shall meet biannually at the call of the Chairperson of the Governing Board, and at such other times as the Chairperson of the Governing Board or a majority of Governing Board members shall determine.

Subject to the protections of sovereign and official immunity (and other doctrines and laws of the State of Georgia), the Commission shall be solely liable and responsible for its actions and those of the personnel retained to discharge its obligations and services under this Ordinance. In this connection, the Commission shall employ an Executive Director and such other employees as the Executive Director may recommend and be approved by the Governing Board. More specifically, the Executive Director shall have the responsibility of retaining, disciplining, evaluating, discharging, and otherwise managing the personnel of the Commission; provided that all such decisions shall be reviewable by the Governing Board as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board. Notwithstanding that the Executive Director shall be deemed employed by the Commission, he or she shall be retained, disciplined, evaluated, discharged and otherwise supervised by the Governing Board. In particular, and not by way of limitation, any personnel action pertaining to the Executive Director shall require a majority vote of the entire Governing Board, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement). For purposes of this Ordinance and all other circumstances, the Governing Board shall be deemed a component and part of the Liberty Consolidated Planning Commission (but not subject to its control), and shall have supervisory powers over its personnel as generally set forth herein and in the Ordinance. Notwithstanding the foregoing, the Governing Board shall have no involvement in or influence over the recommendations made or other functions performed by the Commission unless specifically authorized herein; provided that all decisions regarding the personnel of the Commission shall be determined and managed by the Governing Board and the Executive Director as generally set forth above or as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board.

To assist the Governing Board in budget and personnel decisions, a standing executive committee of the Governing Board shall be established that consists of the representative of each member jurisdiction having a funding obligation of twenty percent (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), one representative of a member jurisdiction having a funding obligation of less than twenty percent (20%) (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), the Chairman of the Liberty Consolidated Planning Commission, and the Vice-chairman of the Liberty Consolidated Planning Commission. This Executive Committee shall review all budgets proposed by the Executive Director and make recommendations to the Governing Board, who shall approve the final budget and any modifications. The Executive Committee shall evaluate the performance of the Executive Director, screen candidates for the Executive Director when the position is vacant, and recommend any personnel actions relating to the Executive Director to the Governing

Board for approval. In particular, and not by way of limitation, any personnel action recommended by the committee pertaining to the Executive Director, or any other personnel, shall require a majority vote of the entire executive committee, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement).

**Section 5. Commission Membership.** The Commission shall consist of nine (9) members who shall be residents of Liberty County and who shall be appointed by the Governing Board as provided in this Ordinance. The Governing Board shall appoint no more than four (4) residents of any one municipality within Liberty County, and no more than four (4) residents of the unincorporated areas of the County, to serve as members of the Commission. No member of the Commission shall be an employee or elected official of any participating local government. All members shall serve until their successors are appointed.

(a) Member Professional Backgrounds. At all times, the Governing Board shall endeavor to appoint to the Commission at least one member who has a professional background in the field of real estate development, at least one member who has a professional background in the field of building and construction, at least one member who has a professional background in business management, at least one member who has a professional background in general industry or industrial management, at least one member who has a professional background in the field of natural resources or environmental protection; provided that the Governing Board is not strictly obligated to appoint members from the aforementioned fields, but shall in all instances appoint members it determines to be the most qualified and appropriate, taking into consideration the desirability of having members from the various fields enumerated above. The Governing Board, in its sole discretion, shall determine what the professional background of any member is and whether a member satisfies any requirements set forth in this subsection.

(b) Original Appointments; Current Appointments. Original appointments to the Commission shall be made by the Governing Board or its predecessor on or before December 20, 2004, and shall initially include three members who shall serve for a term of one (1) year, three members who shall serve for a term of two (2) years, and three members who shall serve for a term of three (3) years. All regular appointments thereafter shall be for a term of three (3) years; provided that any member may be appointed to successive terms. Those members of the Commission appointed by the Governing Board and serving as of the adoption of this Ordinance shall continue for the term of their office and until their successors are appointed.

(c) Quorum; Voting. With respect to both the Governing Board and the Commission, an affirmative vote of a majority of the members of each such body, entitled to vote, and present shall be sufficient to permit the conduct of all business; provided, however, that in the event such affirmative majority vote of the membership of such body



is made impossible due to either (i) temporary vacancy on the Board, or (ii) refusal of any member due to a conflict of interest as determined by such member, an affirmative vote of a majority of the remaining members of such body not otherwise unable to participate as set forth in clauses (i) and (ii) hereinabove shall be sufficient to permit the conduct of all business.

(d) Vacancies. Any vacancy in the membership of the Commission arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of members, or the death, resignation, incapacity, or removal of any incumbent member shall be filled for the unexpired term by the Governing Board.

(e) Removal. The Governing Board may remove any member of the Commission for due cause after written notice and a public hearing. Without limiting the foregoing, the Governing Board may consider for removal any member of the Commission who is absent from three consecutive regular meetings of the Commission or more than one-third of the Commission's meetings, regular or special, that occur within a calendar year. The Governing Board may elect not to remove a member on the grounds of excessive absence if that member demonstrates that their absence was for good cause as determined by the Governing Board or if such absence is otherwise excused by the laws of the State of Georgia. The findings and determinations of the Governing Board with respect to such matters shall be conclusive and absolute.

**Section 6. Compensation.** All members of the Commission shall serve without compensation, but shall be reimbursed for actual expenses incurred in connection with their official duties.

**Section 7. Officers.** The Commission shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director or such other person designated by the Commission shall serve as the Secretary of the Commission.

**Section 8. Planning Staff.** Subject to the approval of the budget by the Governing Board, the Executive Director may retain such employees and contract with such consultants, and provide for their compensation and duties, as the Executive Director deems necessary for the work of the Commission, within the budget provided for the operation of the Commission by the participating local governments, or other funds lawfully available to it. The initial planning staff shall consist of a Planning Director and a Junior Planner, who shall be those persons holding equivalent positions within the Hinesville Area Metropolitan Planning Organization as of January 1, 2005; a Zoning Administrator and Planning and Zoning Technician, who shall be those persons holding equivalent positions within the City of Hinesville Planning and Zoning Commission as of January 1, 2005; and an Administrative Assistant, who shall be that person holding an equivalent position within the Liberty County Joint Planning Commission as of January 1, 2005; all as determined by the respective entities presently employing such persons; or

such other persons and positions as are currently employed by the Commission as of the date of this Ordinance.

**Section 9. Meetings and Records.** Meetings of the Commission shall be held at such times and locations within Liberty County, Georgia as the Chairman or majority of Commission members shall determine; provided that regular meetings of the Commission shall be held at least once each month on the third Tuesday in the Liberty County Commissioners' Hearing Room (or such other location as designated by the Commission and consented to by the Board of Commissioners of Liberty County, Georgia). Subject to the provisions of this Ordinance and the laws of the State of Georgia, the Commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations. All meetings and records of the Commission shall be open and available to the public in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This section shall not be construed as requiring the Commission to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of the Commission. In such cases, the Commission shall meet as soon as practicable following its regular meeting date, but in no event later than three (3) business days from such date.

**Section 10. Finances; Fiscal Agent.** The Commission is authorized to make such expenditures as it deems necessary for its operation, which, exclusive of gifts, shall be within the amounts budgeted by the Commission and approved and appropriated for such purpose by the participating local governments. Subject to the provisions of the Intergovernmental Agreement, the City of Hinesville, or other designated entity, shall be the fiscal agent for the Commission, and shall pay for the operation and maintenance of the Commission and all of its staff and activities as authorized in the Intergovernmental Agreement. In accordance with such Intergovernmental Agreement, every participating local government shall reimburse the City of Hinesville, or other designated entity, on a periodic basis for its pro-rata share of the Commission's expenses. Subject to the provisions of this Ordinance and the aforementioned Intergovernmental Agreement, all checks or orders of the Commission for the withdrawal of money from banking institutions shall be signed in accordance with the Commission's duly adopted operating procedures. The fiscal budget period for the Commission shall be the twelve (12) month period beginning on July 1<sup>st</sup> on each calendar year and ending on June 30<sup>th</sup> of the following calendar year. The Executive Director shall submit a recommended budget to the Governing Board for their consideration and approval no later than April 1<sup>st</sup> of each calendar year. For those governments that operate on fiscal periods different from that of the Commission, the Executive Director may provide those governments estimates of the funding expected from them for their specific fiscal budget period. The Governing Board shall approve a budget for the Commission no later than June 1<sup>st</sup> of each year. The Executive Director shall submit to the executive committee on or before the 10<sup>th</sup> day of the month following each calendar quarter (or at such other times as may be specified by the

Executive Committee) a summary of the expenditures of the commission for the previous period.

**Section 11. Powers, Duties, and Responsibilities.** Subject to the direction and control of the participating local governments, the Commission shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments and prepare and recommend to the participating local governments such plans for the physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, and/or general welfare, including efficiency and economy in the development of its jurisdiction.
- (b) Prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of or all any each of the participating local jurisdictions, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to participating local governments the adoption of any zoning ordinance, or resolution, or amendments or revisions to any local use or land development regulations, including zoning ordinances and maps, subdivision regulations, special ordinances, and the like, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) Administer zoning and other land use regulations in whatever role is delegated to it by any participating local government. To this end, the Commission may review applications for zoning map amendments or applications for land use approval and provide a recommendation to the participating local government. However, the Commission shall not be delegated any legislative authority such as the final approval of zoning map amendments or conditional or special uses.
- (e) Review and approve subdivision plats; provided, however, that if the Commission is given authority to grant approval of final plats, said approval shall not constitute acceptance of public improvements which is a power reserved by the participating local governments.
- (f) Prepare and recommend for adoption to any participating local government, a plat or plats, or a corridor map or maps, showing the location of the boundary lines of existing, proposed, extended, widened or narrowed streets and linear open spaces and recreational areas, together with regulations to

control the erection of buildings or other structures within such lines, within the local jurisdiction or a specified portion thereof.

- (g) Make, publish, and distribute maps, plans and reports and recommendations relating to the planning and development of any local jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- (h) Conduct all hearings, and prepare all notices and advertisements, in connection with any zoning and other land use matters delegated to the Commission hereunder, to include, without limitation, such hearings, notices and related procedural matters minimally required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq. with respect to any such matters.
- (i) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (j) Perform such additional functions and services in connection with planning and zoning matters as may be required or called for from time to time by the participating local governments, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Ordinance.

The authorization to undertake these functions shall not be considered a mandate for the Commission to perform all of these functions, nor shall it prohibit the discretion of any participating local government, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Ordinance and the Commission.

**Section 12. Incorporation in Zoning Ordinance.** To the extent required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., this Ordinance shall be deemed a part of the Zoning Ordinance of **Gum Branch**, Georgia for all purposes; provided, however, that this Ordinance may be published and appear elsewhere within the Code of Ordinances of Liberty County, Georgia and its inclusion in such other Code section shall in no way invalidate the provisions hereof.

**Section 13. No Further Review or Recommendation.** Notwithstanding any provision in the Code of Ordinances of **Gum Branch**, Georgia or any appendix thereto or related ordinance or resolution, this Ordinance and the actions taken in accordance herewith shall not require the review, recommendation or other action on the part of the Liberty County Joint Planning Commission or any other body or agency.

## **II. SEVERABILITY**

If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such declaration shall not affect, impair, or invalidate the remaining provisions of this Ordinance.

## **III. REPEALER**

All ordinances and resolutions, or parts of ordinances and resolutions, in direct conflict with this Ordinance are hereby repealed.


## **IV. EFFECTIVE DATE**

This Ordinance shall become effective on the 1st day of July, 2009.

## **V. AMENDMENT OF INTERGOVERNMENTAL AGREEMENT**

By adoption of this Ordinance, the City of Gum Branch hereby acknowledges and agrees that this Ordinance shall be substituted for the ordinance originally made a part of that certain Intergovernmental Agreement executed by the City of Gum Branch providing for the creation and operation of the Liberty Consolidated Planning Commission, and reference to the "Ordinance" in said Intergovernmental Agreement shall hereafter mean and refer to this Ordinance; said Intergovernmental Agreement and all of its provisions being hereby ratified and accepted as effectively modified by this Ordinance.

**APPROVED AND ORDAINED** by the **City of Gum Branch** as of this 1st day of June, 2009.

  
Richard Strickland, Mayor

  
City Clerk

**AN ORDINANCE**

AMENDING AND RESTATING ARTICLE XII OF THE CITY OF HINESVILLE'S ZONING ORDINANCE ABOLISHING THE CITY OF HINESVILLE PLANNING AND ZONING COMMISSION AND ESTABLISHING IN LIEU THEREOF THE LIBERTY CONSOLIDATED PLANNING COMMISSION TO EXERCISE ALL OF THE DUTIES, JURISDICTIONAL POWERS, AND AUTHORITY FORMERLY EXERCISED BY SAID ABOLISHED COMMISSION; REPEALING CONFLICTING LAWS; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WITNESSETH:**

**WHEREAS**, the governing authority desires to amend and restate that certain Ordinance adopted by the governing authority on November 18, 2004, and establishing the Liberty Consolidated Planning Commission; and

**WHEREAS**, by this Ordinance and the provisions contained herein the governing authority of the City of Hinesville desires to further protect the health, welfare, and safety of the citizens and residents of the City of Hinesville.

**NOW, THEREFORE**, be it ordained by the governing authority of the City of Hinesville, as follows:

**I. ORDINANCE TEXT**

Appendix A, Zoning, Article XII of the Code of Ordinances of the City of Hinesville is hereby amended by striking the same in its entirety and inserting in lieu thereof the following amended and restated Ordinance:

**Section 1201. Abolishment of the City of Hinesville Planning and Zoning Commission.** Subject to the provisions of Section 1203 herein below, the City of Hinesville Planning and Zoning Commission, also having previously been known as the City of Hinesville Planning Board, as created by Article VI of the Charter of the City of Hinesville, shall be abolished by the governing authority of the City of Hinesville by separate ordinance adopted contemporaneously with the adoption of this Joint Ordinance.

**Section 1202. Creation of the Liberty Consolidated Planning Commission.** Effective January 1, 2005, there is created and established the Liberty Consolidated Planning Commission, hereinafter referred to as the Commission, to succeed to the general

powers, duties and responsibilities of the former Liberty County Joint Planning Commission and the former City of Hinesville Planning and Zoning Commission, as hereinafter more fully set forth. Thereafter, the City of Hinesville Planning and Zoning Commission shall accept no new applications or petitions or otherwise undertake or consider any new business with respect to matters formerly within its jurisdiction. All acts, decisions, determinations and findings heretofore made by said City of Hinesville Planning and Zoning Commission are hereby ratified and affirmed, and shall remain in force and effect until superseded by formal action of the Commission or the respective governing authority having jurisdiction over such matters, as appropriate.

**Section 1203. Unfinished Business of the City of Hinesville Planning & Zoning Commission.** Notwithstanding the creation of the Commission, any applications, petitions, or other business currently pending before the City of Hinesville Planning and Zoning Commission, including any scheduled hearings or hearings in progress shall be completed by said City of Hinesville Planning & Zoning Commission to the fullest extent practicable on or before February 28, 2005, and any recommendations made or other actions taken by said City of Hinesville Planning and Zoning Commission in connection with such pending matters shall be deemed lawful and valid in all respects. Any business of the Liberty County Joint Planning Commission, the City of Hinesville Planning and Zoning Commission, which remains unfinished as of March 1, 2005, shall be assumed, continued, and carried out by the Commission.

**Section 1204. Creation of Governing Board; Chairman; Powers; Meetings.** There is hereby created and established the Liberty Consolidated Planning Commission Governing Board, hereinafter referred to as the Governing Board, which is vested with the authority to and responsibility for appointing the members of the Liberty Consolidated Planning Commission, approving the budget of the Liberty Consolidated Planning Commission, and for supervising certain personnel matters relating to the said Liberty Consolidated Planning Commission. The Governing Board shall consist of the following persons or their designees: Chairperson of the Liberty County Board of Commissioners, the Mayor of the City of Hinesville, the Mayor of the City of Allenhurst, the Mayor of the City of Midway, the Mayor of the City of Gum Branch, the Mayor of the City of Walthourville, the Mayor of the City of Riceboro, and the Mayor of the City of Flemington. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Governing Board and shall be permitted to deliberate on all actions of the Governing Board (excluding his or her appointment), but shall not be a voting member of the Governing Board and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Governing Board, and shall perform such duties in connection with said office as may be designated by the Governing Board from time to time. The Governing Board shall meet biannually at the call of the Chairperson of the Governing Board, and at such other times as the Chairperson of the Governing Board or a majority of Governing Board members shall determine.



Subject to the protections of sovereign and official immunity (and other doctrines and laws of the State of Georgia), the Commission shall be solely liable and responsible for its actions and those of the personnel retained to discharge its obligations and services under this Ordinance. In this connection, the Commission shall employ an Executive Director and such other employees as the Executive Director may recommend and be approved by the Governing Board. More specifically, the Executive Director shall have the responsibility of retaining, disciplining, evaluating, discharging, and otherwise managing the personnel of the Commission; provided that all such decisions shall be reviewable by the Governing Board as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board. Notwithstanding that the Executive Director shall be deemed employed by the Commission, he or she shall be retained, disciplined, evaluated, discharged and otherwise supervised by the Governing Board. In particular, and not by way of limitation, any personnel action pertaining to the Executive Director shall require a majority vote of the entire Governing Board, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement). For purposes of this Ordinance and all other circumstances, the Governing Board shall be deemed a component and part of the Liberty Consolidated Planning Commission (but not subject to its control), and shall have supervisory powers over its personnel as generally set forth herein and in the Ordinance. Notwithstanding the foregoing, the Governing Board shall have no involvement in or influence over the recommendations made or other functions performed by the Commission unless specifically authorized herein; provided that all decisions regarding the personnel of the Commission shall be determined and managed by the Governing Board and the Executive Director as generally set forth above or as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board.

To assist the Governing Board in budget and personnel decisions, a standing executive committee of the Governing Board shall be established that consists of the representative of each member jurisdiction having a funding obligation of twenty percent (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), one representative of a member jurisdiction having a funding obligation of less than twenty percent (20%) (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), the Chairman of the Liberty Consolidated Planning Commission, and the Vice-chairman of the Liberty Consolidated Planning Commission. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Executive Committee and shall be permitted to deliberate on all actions of the Governing Board (excluding any appointments or personnel actions relating to the Executive Director), but shall not be a voting member of the Executive Committee and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from the members of the Executive Committee a Chairman and a Vice-chairman of the Executive Committee, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Executive Committee, and shall perform such duties in connection with said office as may be designated by the Executive Committee from time to time. The Executive Committee shall meet at the call of



the Chairperson of the Executive Committee, and at such other times as the Chairperson of the Executive Committee or a majority of members shall determine.

This Executive Committee shall review all budgets proposed by the Executive Director and make recommendations to the Governing Board, who shall approve the final budget and any modifications. The Executive Committee shall evaluate the performance of the Executive Director, screen candidates for the Executive Director when the position is vacant, and recommend any personnel actions relating to the Executive Director to the Governing Board for approval. In particular, and not by way of limitation, any personnel action recommended by the committee pertaining to the Executive Director, or any other personnel, shall require a majority vote of the entire executive committee, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement).

**Section 1205. Commission Membership.** The Commission shall consist of nine (9) members who shall be residents of Liberty County and who shall be appointed by the Governing Board as provided in this Ordinance. The Governing Board shall appoint no more than four (4) residents of any one municipality within Liberty County, and no more than four (4) residents of the unincorporated areas of the County, to serve as members of the Commission. No member of the Commission shall be an employee or elected official of any participating local government. All members shall serve until their successors are appointed.

(a) Member Professional Backgrounds. At all times, the Governing Board shall endeavor to appoint to the Commission at least one member who has a professional background in the field of real estate development, at least one member who has a professional background in the field of building and construction, at least one member who has a professional background in business management, at least one member who has a professional background in general industry or industrial management, at least one member who has a professional background in the field of natural resources or environmental protection; provided that the Governing Board is not strictly obligated to appoint members from the aforementioned fields, but shall in all instances appoint members it determines to be the most qualified and appropriate, taking into consideration the desirability of having members from the various fields enumerated above. The Governing Board, in its sole discretion, shall determine what the professional background of any member is and whether a member satisfies any requirements set forth in this subsection.

(b) Original Appointments; Current Appointments. Original appointments to the Commission shall be made by the Governing Board or its predecessor on or before December 20, 2004, and shall initially include three members who shall serve for a term of one (1) year, three members who shall serve for a term of two (2) years, and three members who shall serve for a term of three (3) years. All regular appointments thereafter shall be for a term of three (3) years; provided that any member may be appointed to successive terms. Those members of the Commission appointed by the Governing Board and serving as of the adoption of this Ordinance shall continue for the term of their office and until their successors are appointed.

(c) Quorum; Voting. With respect to both the Governing Board and the Commission, an affirmative vote of a majority of the members of each such body, entitled to vote, and present shall be sufficient to permit the conduct of all business; provided, however, that in the event such affirmative majority vote of the membership of such body is made impossible due to either (i) temporary vacancy on the Board, or (ii) refusal of any member due to a conflict of interest as determined by such member, an affirmative vote of a majority of the remaining members of such body not otherwise unable to participate as set forth in clauses (i) and (ii) hereinabove shall be sufficient to permit the conduct of all business.

(d) Vacancies. Any vacancy in the membership of the Commission arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of members, or the death, resignation, incapacity, or removal of any incumbent member shall be filled for the unexpired term by the Governing Board.

(e) Removal. The Governing Board may remove any member of the Commission for due cause after written notice and a public hearing. Without limiting the foregoing, the Governing Board may consider for removal any member of the Commission who is absent from three consecutive regular meetings of the Commission or more than one-third of the Commission's meetings, regular or special, that occur within a calendar year. The Governing Board may elect not to remove a member on the grounds of excessive absence if that member demonstrates that their absence was for good cause as determined by the Governing Board or if such absence is otherwise excused by the laws of the State of Georgia. The findings and determinations of the Governing Board with respect to such matters shall be conclusive and absolute.

**Section 1206. Compensation.** All members of the Commission shall serve without compensation, but shall be reimbursed for actual expenses incurred in connection with their official duties.

**Section 1207. Officers.** The Commission shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director or such other person designated by the Commission shall serve as the Secretary of the Commission.

**Section 1208. Planning Staff.** Subject to the approval of the budget by the Governing Board, the Executive Director may retain such employees and contract with such consultants, and provide for their compensation and duties, as the Executive Director deems necessary for the work of the Commission, within the budget provided for the operation of the Commission by the participating local governments, or other funds lawfully available to it. The initial planning staff shall consist of a Planning Director and a Junior Planner, who shall be those persons holding equivalent positions within the Hinesville Area Metropolitan Planning Organization as of January 1, 2005; a Zoning Administrator and Planning and Zoning Technician, who shall be those persons holding equivalent positions within the City of Hinesville Planning and Zoning Commission as of January 1, 2005; and an Administrative Assistant, who shall be that person holding an equivalent position within the Liberty County Joint Planning Commission as of January 1, 2005; all as determined by the respective entities

presently employing such persons; or such other persons and positions as are currently employed by the Commission as of the date of this Ordinance.

**Section 1209. Meetings and Records.** Meetings of the Commission shall be held at such times and locations within Liberty County, Georgia as the Chairman or majority of Commission members shall determine; provided that regular meetings of the Commission shall be held at least once each month on the third Tuesday in the Liberty County Commissioners' Hearing Room (or such other location as designated by the Commission and consented to by the Board of Commissioners of Liberty County, Georgia). Subject to the provisions of this Ordinance and the laws of the State of Georgia, the Commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations. All meetings and records of the Commission shall be open and available to the public in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This section shall not be construed as requiring the Commission to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of the Commission. In such cases, the Commission shall meet as soon as practicable following its regular meeting date, but in no event later than three (3) business days from such date.

**Section 1210. Finances; Fiscal Agent.** The Commission is authorized to make such expenditures as it deems necessary for its operation, which, exclusive of gifts, shall be within the amounts budgeted by the Commission and approved and appropriated for such purpose by the participating local governments. Subject to the provisions of the Intergovernmental Agreement, the City of Hinesville, or other designated entity, shall be the fiscal agent for the Commission, and shall pay for the operation and maintenance of the Commission and all of its staff and activities as authorized in the Intergovernmental Agreement. In accordance with such Intergovernmental Agreement, every participating local government shall reimburse the City of Hinesville, or other designated entity, on a periodic basis for its pro-rata share of the Commission's expenses. Subject to the provisions of this Ordinance and the aforementioned Intergovernmental Agreement, all checks or orders of the Commission for the withdrawal of money from banking institutions shall be signed in accordance with the Commission's duly adopted operating procedures. The fiscal budget period for the Commission shall be the twelve (12) month period beginning on July 1<sup>st</sup>. on each calendar year and ending on June 30<sup>th</sup>. of the following calendar year. The Executive Director shall submit a recommended budget to the Governing Board for their consideration and approval no later than April 1<sup>st</sup>. of each calendar year. For those governments that operate on fiscal periods different from that of the Commission, the Executive Director may provide those governments estimates of the funding expected from them for their specific fiscal budget period. The Governing Board shall approve a budget for the Commission no later than June 1<sup>st</sup>. of each year. The Executive Director shall submit to the executive committee on or before the 10<sup>th</sup>. day of the month following each calendar quarter (or at such other times as may be specified by the Executive Committee) a summary of the expenditures of the commission for the previous period.

**Section 1211. Powers, Duties, and Responsibilities.** Subject to the direction and control of the participating local governments, the Commission shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments and prepare and recommend to the participating local governments such plans for the physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, and/or general welfare, including efficiency and economy in the development of its jurisdiction.
- (b) Prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of or all any each of the participating local jurisdictions, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to participating local governments the adoption of any zoning ordinance, or resolution, or amendments or revisions to any local use or land development regulations, including zoning ordinances and maps, subdivision regulations, special ordinances, and the like, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) Administer zoning and other land use regulations in whatever role is delegated to it by any participating local government. To this end, the Commission may review applications for zoning map amendments or applications for land use approval and provide a recommendation to the participating local government. However, the Commission shall not be delegated any legislative authority such as the final approval of zoning map amendments or conditional or special uses.
- (e) Review and approve subdivision plats; provided, however, that if the Commission is given authority to grant approval of final plats, said approval shall not constitute acceptance of public improvements which is a power reserved by the participating local governments.
- (f) Prepare and recommend for adoption to any participating local government, a plat or plats, or a corridor map or maps, showing the location of the boundary lines of existing, proposed, extended, widened or narrowed streets and linear open spaces and recreational areas, together with regulations to control the erection of buildings or other structures within such lines, within the local jurisdiction or a specified portion thereof.
- (g) Make, publish, and distribute maps, plans and reports and recommendations relating to the planning and development of any local jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- (h) Conduct all hearings, and prepare all notices and advertisements, in connection with any zoning and other land use matters delegated to the Commission hereunder, to include, without limitation, such hearings, notices and related

procedural matters minimally required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq. with respect to any such matters.

- (i) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (j) Perform such additional functions and services in connection with planning and zoning matters as may be required or called for from time to time by the participating local governments, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Ordinance.

The authorization to undertake these functions shall not be considered a mandate for the Commission to perform all of these functions, nor shall it prohibit the discretion of any participating local government, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Ordinance and the Commission.

**Section 1212. Incorporation in Zoning Ordinance.** To the extent required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., this Ordinance shall be deemed a part of the Zoning Ordinance of the City of Hinesville for all purposes; provided, however, that this Ordinance may be published and appear elsewhere within the Code of Ordinances of the City of Hinesville and its inclusion in such other Code section shall in no way invalidate the provisions hereof.

**Section 1213. No Further Review or Recommendation.** Notwithstanding any provision in the Code of Ordinances of the City of Hinesville or any appendix thereto or related ordinance or resolution, this Ordinance and the actions taken in accordance herewith shall not require the review, recommendation or other action on the part of the Liberty County Joint Planning Commission or the City of Hinesville Planning and Zoning Commission or any other body or agency.

## **II. SEVERABILITY**

If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such declaration shall not affect, impair, or invalidate the remaining provisions of this Ordinance.

## **III. REPEALER**

All ordinances and resolutions, or parts of ordinances and resolutions, in direct conflict with this Ordinance are hereby repealed.

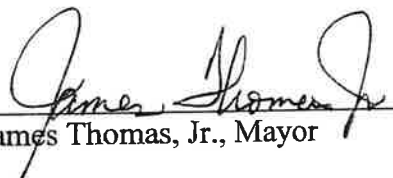
**IV. EFFECTIVE DATE**

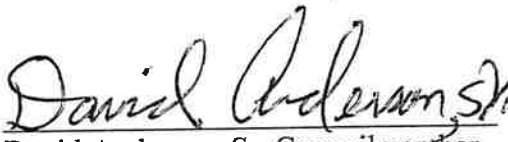
This Ordinance shall become effective on the 4th day of June, 2009.

**V. AMENDMENT OF INTERGOVERNMENTAL AGREEMENT**

By adoption of this Ordinance, the City of Hinesville hereby acknowledges and agrees that this Ordinance shall be substituted for the ordinance originally made a part of that certain Intergovernmental Agreement executed by the City of Hinesville providing for the creation and operation of the Liberty Consolidated Planning Commission, and reference to the "Ordinance" in said Intergovernmental Agreement shall hereafter mean and refer to this Ordinance; said Intergovernmental Agreement and all of its provisions being hereby ratified and accepted as effectively modified by this Ordinance.

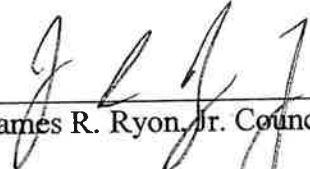
**APPROVED AND ORDAINED** by the **City of Hinesville** as of this 4th day of June, 2009.

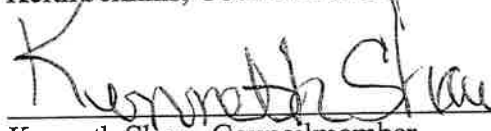
  
James Thomas, Jr., Mayor

  
David Anderson, Sr. Councilmember

Charles Frasier, Mayor Pro Tem

  
Keith Jenkins, Councilmember

  
James R. Ryon, Jr. Councilmember

  
Kenneth Shaw, Councilmember

ATTEST:

  
Sarah R. Lumpkin, City Clerk



## **AN ORDINANCE**

AMENDING AND RESTATING AN ORDINANCE ABOLISHING THE LIBERTY COUNTY JOINT PLANNING COMMISSION AND ESTABLISHING IN LIEU THEREOF THE LIBERTY CONSOLIDATED PLANNING COMMISSION TO EXERCISE ALL OF THE DUTIES, JURISDICTIONAL POWERS, AND AUTHORITY FORMERLY EXERCISED BY SAID ABOLISHED COMMISSION; REPEALING CONFLICTING LAWS; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

**WHEREAS**, the governing authority desires to amend and restate that certain Ordinance adopted by the governing authority on December 7, 2004, and establishing the Liberty Consolidated Planning Commission; and

**WHEREAS**, by this Ordinance and the provisions contained herein the governing authority of City of Midway, Georgia, desires to further protect the health, welfare and safety of the citizens and residents of the City of Midway.

**NOW, THEREFORE**, be it ordained by the governing authority of the City of Midway, as follows:

### **I. ORDINANCE TEXT**

Sections 14-1 through and including 14-13 of the Code of Ordinances of the City of Midway, Georgia, is hereby amended by striking the same in its entirety and inserting in lieu thereof the following amended and restated Ordinance:

**Section 14-1. Abolishment of Prior Commission.** Subject to the provisions of Section 14-3 herein below, the Liberty County Joint Planning Commission, as established by joint ordinance or other action of Liberty County, City of Allenhurst, City of Midway, City of Walthourville, City of Gum Branch, City of Riceboro, and City of Flemington, is hereby abolished.

**Section 14-2. Creation of the Liberty Consolidated Planning Commission.** Effective January 1, 2005, there is created and established the Liberty Consolidated Planning Commission, hereinafter referred to as the Commission, to succeed to the general powers, duties and responsibilities of the former Liberty County Joint Planning Commission and the former City of Hinesville Planning and Zoning Commission, as hereinafter more fully set forth. Thereafter, the Liberty County Joint Planning Commission shall accept no new applications or petitions or otherwise undertake or consider any new business with respect to matters formerly within its jurisdiction. All acts, decisions, determinations and findings heretofore made by said Liberty County Joint Planning Commission are hereby ratified and affirmed, and shall remain in force and

effect until superseded by formal action of the Commission or the respective governing authority having jurisdiction over such matters, as appropriate.

**Section 14-3. Unfinished Business of the Liberty County Joint Planning Commission.** Notwithstanding the creation of the Commission, any applications, petitions, or other business currently pending before the Liberty County Joint Planning Commission, including any scheduled hearings or hearings in progress shall be completed by said Liberty County Joint Planning Commission to the fullest extent practicable on or before February 28, 2005, and any recommendations made or other actions taken by said Liberty County Joint Planning Commission in connection with such pending matters shall be deemed lawful and valid in all respects. Any business of the Liberty County Joint Planning Commission, which remains unfinished as of March 1, 2005, shall be assumed, continued and carried out by the Commission.

**Section 14-4. Creation of Governing Board; Chairman; Powers; Meetings.** There is hereby created and established the Liberty Consolidated Planning Commission Governing Board, hereinafter referred to as the Governing Board, which is vested with the authority to and responsibility for appointing the members of the Liberty Consolidated Planning Commission, approving the budget of the Liberty Consolidated Planning Commission, and for supervising certain personnel matters relating to the said Liberty Consolidated Planning Commission. The Governing Board shall consist of the following persons or their designees: Chairperson of the Liberty County Board of Commissioners, the Mayor of the City of Hinesville, the Mayor of the City of Allenhurst, the Mayor of the City of Midway, the Mayor of the City of Gum Branch, the Mayor of the City of Walthourville, the Mayor of the City of Riceboro, and the Mayor of the City of Flemington. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Governing Board and shall be permitted to deliberate on all actions of the Governing Board (excluding his or her appointment), but shall not be a voting member of the Governing Board and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Governing Board, and shall perform such duties in connection with said office as may be designated by the Governing Board from time to time. The Governing Board shall meet biannually at the call of the Chairperson of the Governing Board, and at such other times as the Chairperson of the Governing Board or a majority of Governing Board members shall determine.

Subject to the protections of sovereign and official immunity (and other doctrines and laws of the State of Georgia), the Commission shall be solely liable and responsible for its actions and those of the personnel retained to discharge its obligations and services under this Ordinance. In this connection, the Commission shall employ an Executive Director and such other employees as the Executive Director may recommend and be approved by the Governing Board. More specifically, the Executive Director shall have



the responsibility of retaining, disciplining, evaluating, discharging, and otherwise managing the personnel of the Commission; provided that all such decisions shall be reviewable by the Governing Board as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board. Notwithstanding that the Executive Director shall be deemed employed by the Commission, he or she shall be retained, disciplined, evaluated, discharged and otherwise supervised by the Governing Board. In particular, and not by way of limitation, any personnel action pertaining to the Executive Director shall require a majority vote of the entire Governing Board, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement). For purposes of this Ordinance and all other circumstances, the Governing Board shall be deemed a component and part of the Liberty Consolidated Planning Commission (but not subject to its control), and shall have supervisory powers over its personnel as generally set forth herein and in the Ordinance. Notwithstanding the foregoing, the Governing Board shall have no involvement in or influence over the recommendations made or other functions performed by the Commission unless specifically authorized herein; provided that all decisions regarding the personnel of the Commission shall be determined and managed by the Governing Board and the Executive Director as generally set forth above or as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board.

To assist the Governing Board in budget and personnel decisions, a standing executive committee of the Governing Board shall be established that consists of the representative of each member jurisdiction having a funding obligation of twenty percent (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), one representative of a member jurisdiction having a funding obligation of less than twenty percent (20%) (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), the Chairman of the Liberty Consolidated Planning Commission, and the Vice-chairman of the Liberty Consolidated Planning Commission. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Executive Committee and shall be permitted to deliberate on all actions of the Governing Board (excluding any appointments or personnel actions relating to the Executive Director), but shall not be a voting member of the Executive Committee and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from the members of the Executive Committee a Chairman and a Vice-chairman of the Executive Committee, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Executive Committee, and shall perform such duties in connection with said office as may be designated by the Executive Committee from time to time. The Executive Committee shall meet at the call of the Chairperson of the Executive Committee, and at such other times as the Chairperson of the Executive Committee or a majority of members shall determine.

This Executive Committee shall review all budgets proposed by the Executive Director and make recommendations to the Governing Board, who shall approve the final budget and any modifications. The Executive Committee shall evaluate the performance of the Executive Director, screen candidates for the Executive Director when the position is vacant, and recommend any personnel actions relating to the Executive Director to the Governing Board for approval. In particular, and not by way of limitation, any personnel action recommended by the committee pertaining to the Executive Director, or any other personnel, shall require a majority vote of the entire executive committee, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement).

**Section 14-5. Commission Membership.** The Commission shall consist of nine (9) members who shall be residents of Liberty County and who shall be appointed by the Governing Board as provided in this Ordinance. The Governing Board shall appoint no more than four (4) residents of any one municipality within Liberty County, and no more than four (4) residents of the unincorporated areas of the County, to serve as members of the Commission. No member of the Commission shall be an employee or elected official of any participating local government. All members shall serve until their successors are appointed.

(a) Member Professional Backgrounds. At all times, the Governing Board shall endeavor to appoint to the Commission at least one member who has a professional background in the field of real estate development, at least one member who has a professional background in the field of building and construction, at least one member who has a professional background in business management, at least one member who has a professional background in general industry or industrial management, at least one member who has a professional background in the field of natural resources or environmental protection; provided that the Governing Board is not strictly obligated to appoint members from the aforementioned fields, but shall in all instances appoint members it determines to be the most qualified and appropriate, taking into consideration the desirability of having members from the various fields enumerated above. The Governing Board, in its sole discretion, shall determine what the professional background of any member is and whether a member satisfies any requirements set forth in this subsection.

(b) Original Appointments; Current Appointments. Original appointments to the Commission shall be made by the Governing Board or its predecessor on or before December 20, 2004, and shall initially include three members who shall serve for a term of one (1) year, three members who shall serve for a term of two (2) years, and three members who shall serve for a term of three (3) years. All regular appointments thereafter shall be for a term of three (3) years; provided that any member may be appointed to successive terms. Those members of the Commission appointed by the Governing Board and serving as of the adoption of this Ordinance shall continue for the term of their office and until their successors are appointed.

(c) Quorum; Voting. With respect to both the Governing Board and the Commission, an affirmative vote of a majority of the members of each such body, entitled to vote, and present shall be sufficient to permit the conduct of all business; provided, however, that in the event such affirmative majority vote of the membership of such body is made impossible due to either (i) temporary vacancy on the Board, or (ii) refusal of any member due to a conflict of interest as determined by such member, an affirmative vote of a majority of the remaining members of such body not otherwise unable to participate as set forth in clauses (i) and (ii) hereinabove shall be sufficient to permit the conduct of all business.

(d) Vacancies. Any vacancy in the membership of the Commission arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of members, or the death, resignation, incapacity, or removal of any incumbent member shall be filled for the unexpired term by the Governing Board.

(e) Removal. The Governing Board may remove any member of the Commission for due cause after written notice and a public hearing. Without limiting the foregoing, the Governing Board may consider for removal any member of the Commission who is absent from three consecutive regular meetings of the Commission or more than one-third of the Commission's meetings, regular or special, that occur within a calendar year. The Governing Board may elect not to remove a member on the grounds of excessive absence if that member demonstrates that their absence was for good cause as determined by the Governing Board or if such absence is otherwise excused by the laws of the State of Georgia. The findings and determinations of the Governing Board with respect to such matters shall be conclusive and absolute.

**Section 14-6. Compensation.** All members of the Commission shall serve without compensation, but shall be reimbursed for actual expenses incurred in connection with their official duties.

**Section 14-7. Officers.** The Commission shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director or such other person designated by the Commission shall serve as the Secretary of the Commission.

**Section 14-8. Planning Staff.** Subject to the approval of the budget by the Governing Board, the Executive Director may retain such employees and contract with such consultants, and provide for their compensation and duties, as the Executive Director deems necessary for the work of the Commission, within the budget provided for the operation of the Commission by the participating local governments, or other funds lawfully available to it. The initial planning staff shall consist of a Planning Director and a Junior Planner, who shall be those persons holding equivalent positions within the Hinesville Area Metropolitan Planning Organization as of January 1, 2005; a Zoning

Administrator and Planning and Zoning Technician, who shall be those persons holding equivalent positions within the City of Hinesville Planning and Zoning Commission as of January 1, 2005; and an Administrative Assistant, who shall be that person holding an equivalent position within the Liberty County Joint Planning Commission as of January 1, 2005; all as determined by the respective entities presently employing such persons; or such other persons and positions as are currently employed by the Commission as of the date of this Ordinance.

**Section 14-9. Meetings and Records.** Meetings of the Commission shall be held at such times and locations within Liberty County, Georgia as the Chairman or majority of Commission members shall determine; provided that regular meetings of the Commission shall be held at least once each month on the third Tuesday in the Liberty County Commissioners' Hearing Room (or such other location as designated by the Commission and consented to by the Board of Commissioners of Liberty County, Georgia). Subject to the provisions of this Ordinance and the laws of the State of Georgia, the Commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations. All meetings and records of the Commission shall be open and available to the public in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This section shall not be construed as requiring the Commission to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of the Commission. In such cases, the Commission shall meet as soon as practicable following its regular meeting date, but in no event later than three (3) business days from such date.

**Section 14-10. Finances; Fiscal Agent.** The Commission is authorized to make such expenditures as it deems necessary for its operation, which, exclusive of gifts, shall be within the amounts budgeted by the Commission and approved and appropriated for such purpose by the participating local governments. Subject to the provisions of the Intergovernmental Agreement, the City of Hinesville, or other designated entity, shall be the fiscal agent for the Commission, and shall pay for the operation and maintenance of the Commission and all of its staff and activities as authorized in the Intergovernmental Agreement. In accordance with such Intergovernmental Agreement, every participating local government shall reimburse the City of Hinesville, or other designated entity, on a periodic basis for its pro-rata share of the Commission's expenses. Subject to the provisions of this Ordinance and the aforementioned Intergovernmental Agreement, all checks or orders of the Commission for the withdrawal of money from banking institutions shall be signed in accordance with the Commission's duly adopted operating procedures. The fiscal budget period for the Commission shall be the twelve (12) month period beginning on July 1<sup>st</sup>. of each calendar year and ending on June 30<sup>th</sup>. of the following calendar year. The Executive Director shall submit a recommended budget to the Governing Board for their consideration and approval no later than April 1<sup>st</sup>. of each calendar year. For those governments that operate on fiscal periods different from that of the Commission, the Executive Director may provide those governments estimates of the

funding expected from them for their specific fiscal budget period. The Governing Board shall approve a budget for the Commission no later than June 1<sup>st</sup>. of each year. The Executive Director shall submit to the executive committee on or before the 10<sup>th</sup>. day of the month following each calendar quarter (or at such other times as may be specified by the Executive Committee) a summary of the expenditures of the commission for the previous period.

**Section 14-11. Powers, Duties, and Responsibilities.** Subject to the direction and control of the participating local governments, the Commission shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments and prepare and recommend to the participating local governments such plans for the physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, and/or general welfare, including efficiency and economy in the development of its jurisdiction.
- (b) Prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of or all any each of the participating local jurisdictions, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to participating local governments the adoption of any zoning ordinance, or resolution, or amendments or revisions to any local use or land development regulations, including zoning ordinances and maps, subdivision regulations, special ordinances, and the like, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) Administer zoning and other land use regulations in whatever role is delegated to it by any participating local government. To this end, the Commission may review applications for zoning map amendments or applications for land use approval and provide a recommendation to the participating local government. However, the Commission shall not be delegated any legislative authority such as the final approval of zoning map amendments or conditional or special uses.
- (e) Review and approve subdivision plats; provided, however, that if the Commission is given authority to grant approval of final plats, said approval shall not constitute acceptance of public improvements which is a power reserved by the participating local governments.

- (f) Prepare and recommend for adoption to any participating local government, a plat or plats, or a corridor map or maps, showing the location of the boundary lines of existing, proposed, extended, widened or narrowed streets and linear open spaces and recreational areas, together with regulations to control the erection of buildings or other structures within such lines, within the local jurisdiction or a specified portion thereof.
- (g) Make, publish, and distribute maps, plans and reports and recommendations relating to the planning and development of any local jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- (h) Conduct all hearings, and prepare all notices and advertisements, in connection with any zoning and other land use matters delegated to the Commission hereunder, to include, without limitation, such hearings, notices and related procedural matters minimally required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq. with respect to any such matters.
- (i) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (j) Perform such additional functions and services in connection with planning and zoning matters as may be required or called for from time to time by the participating local governments, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Ordinance.

The authorization to undertake these functions shall not be considered a mandate for the Commission to perform all of these functions, nor shall it prohibit the discretion of any participating local government, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Ordinance and the Commission.

**Section 14-12. Incorporation in Zoning Ordinance.** To the extent required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., this Ordinance shall be deemed a part of the Zoning Ordinance of the City of Midway for all purposes; provided, however, that this Ordinance may be published and appear elsewhere within the Code of Ordinances of the City of Midway and its inclusion in such other Code section shall in no way invalidate the provisions hereof.

**Section 14-13.No Further Review or Recommendation.** Notwithstanding any provision in the Code of Ordinances of the City of Midway or any appendix thereto or related ordinance or resolution, this Ordinance and the actions taken in accordance herewith shall not require the review, recommendation or other action on the part of the Liberty County Joint Planning Commission or any other body or agency.

## **II. SEVERABILITY**

If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such declaration shall not affect, impair, or invalidate the remaining provisions of this Ordinance.

## **III. REPEALER**

All ordinances and resolutions, or parts of ordinances and resolutions, in direct conflict with this Ordinance are hereby repealed.


#### **IV. EFFECTIVE DATE**

This Ordinance shall become effective on the 13<sup>th</sup> day of July, 2009.

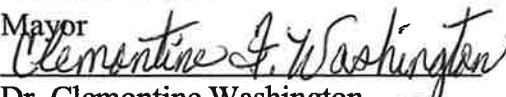
#### **V. AMENDMENT OF INTERGOVERNMENTAL AGREEMENT**

By adoption of this Ordinance, the City of Midway hereby acknowledges and agrees that this Ordinance shall be substituted for the ordinance originally made a part of that certain Intergovernmental Agreement executed by the City of Midway providing for the creation and operation of the Liberty Consolidated Planning Commission, and reference to the "Ordinance" in said Intergovernmental Agreement shall hereafter mean and refer to this Ordinance; said Intergovernmental Agreement and all of its provisions being hereby ratified and accepted as effectively modified by this Ordinance.

**APPROVED AND ORDAINED** by the City of Midway as of this 13<sup>th</sup> day of July, 2009.

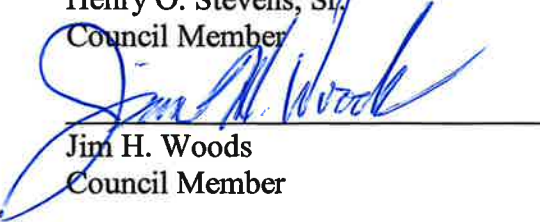
  
Don R. Emmons

Mayor

  
Dr. Clemontine Washington  
Council Member

  
Levern Clancy, Jr.  
Council Member

  
Henry O. Stevens, Sr.  
Council Member

  
Jim H. Woods  
Council Member



*extra copy*

Ordinance No. 2009 - 038

**AN ORDINANCE**

**AMENDING AND RESTATING AN ORDINANCE ABOLISHING THE LIBERTY COUNTY JOINT PLANNING COMMISSION AND ESTABLISHING IN LIEU THEREOF THE LIBERTY CONSOLIDATED PLANNING COMMISSION TO EXERCISE ALL OF THE DUTIES, JURISDICTIONAL POWERS, AND AUTHORITY FORMERLY EXERCISED BY SAID ABOLISHED COMMISSION; REPEALING CONFLICTING LAWS; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

**WHEREAS**, the governing authority of City of Riceboro, Georgia, desires to amend and restate that certain Ordinance (designated as Ordinance No. 2004-05) adopted by the governing authority on December 7, 2004 and establishing the Liberty Consolidated Planning Commission; and

**WHEREAS**, by this Ordinance and the provisions contained herein the governing authority of the City of Riceboro, Georgia, desires to further protect the health, welfare and safety of the citizens and residents of the City of Riceboro.

**NOW, THEREFORE**, be it ordained by the governing authority of the City of Riceboro, Georgia, as follows:

**I. ORDINANCE TEXT**

Sections 14-1 through and including 14-13 of the Code of Ordinances of the City of Riceboro, Georgia, are hereby amended by striking the same in their entirety and inserting in lieu thereof the following:

**Section 14-1. Abolishment of Prior Commission.** Subject to the provisions of Section 3 herein below, the Liberty County Joint Planning Commission, as established by joint ordinance or other action of Liberty County, City of Allenhurst, City of Midway, City of Walthourville, City of Gum Branch, City of Riceboro, and City of Flemington, is hereby abolished.

**Section 14-2. Creation of the Liberty Consolidated Planning Commission.** Effective January 1, 2005, there is created and established the Liberty Consolidated Planning Commission, hereinafter referred to as the Commission, to succeed to the general powers, duties and responsibilities of the former Liberty County Joint Planning Commission and the former City of Hinesville Planning and Zoning Commission, as

hereinafter more fully set forth. Thereafter, the Liberty County Joint Planning Commission shall accept no new applications or petitions or otherwise undertake or consider any new business with respect to matters formerly within its jurisdiction. All acts, decisions, determinations and findings heretofore made by said Liberty County Joint Planning Commission are hereby ratified and affirmed, and shall remain in force and effect until superseded by formal action of the Commission or the respective governing authority having jurisdiction over such matters, as appropriate.

**Section 14-3. Unfinished Business of the Liberty County Joint Planning Commission.** Notwithstanding the creation of the Commission, any applications, petitions, or other business currently pending before the Liberty County Joint Planning Commission, including any scheduled hearings or hearings in progress shall be completed by said Liberty County Joint Planning Commission to the fullest extent practicable on or before February 28, 2005, and any recommendations made or other actions taken by said Liberty County Joint Planning Commission in connection with such pending matters shall be deemed lawful and valid in all respects. Any business of the Liberty County Joint Planning Commission, which remains unfinished as of March 1, 2005, shall be assumed, continued and carried out by the Commission.

**Section 14-4. Creation of Governing Board; Chairman; Powers; Meetings.** There is hereby created and established the Liberty Consolidated Planning Commission Governing Board, hereinafter referred to as the Governing Board, which is vested with the authority to and responsibility for appointing the members of the Liberty Consolidated Planning Commission, approving the budget of the Liberty Consolidated Planning Commission, and for supervising certain personnel matters relating to the said Liberty Consolidated Planning Commission. The Governing Board shall consist of the following persons or their designees: Chairperson of the Liberty County Board of Commissioners, the Mayor of the City of Hinesville, the Mayor of the City of Allenhurst, the Mayor of the City of Midway, the Mayor of the City of Gum Branch, the Mayor of the City of Walthourville, the Mayor of the City of Riceboro, and the Mayor of the City of Flemington. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Governing Board and shall be permitted to deliberate on all actions of the Governing Board (excluding his or her appointment), but shall not be a voting member of the Governing Board and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Governing Board, and shall perform such duties in connection with said office as may be designated by the Governing Board from time to time. The Governing Board shall meet biannually at the call of the Chairperson of the Governing Board, and at such other times as the Chairperson of the Governing Board or a majority of Governing Board members shall determine.

Subject to the protections of sovereign and official immunity (and other doctrines and laws of the State of Georgia), the Commission shall be solely liable and responsible for its actions and those of the personnel retained to discharge its obligations and services under this Ordinance. In this connection, the Commission shall employ an Executive Director and such other employees as the Executive Director may recommend and be approved by the Governing Board. More specifically, the Executive Director shall have the responsibility of retaining, disciplining, evaluating, discharging, and otherwise managing the personnel of the Commission; provided that all such decisions shall be reviewable by the Governing Board as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board. Notwithstanding that the Executive Director shall be deemed employed by the Commission, he or she shall be retained, disciplined, evaluated, discharged and otherwise supervised by the Governing Board. In particular, and not by way of limitation, any personnel action pertaining to the Executive Director shall require a majority vote of the entire Governing Board, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement). For purposes of this Ordinance and all other circumstances, the Governing Board shall be deemed a component and part of the Liberty Consolidated Planning Commission (but not subject to its control), and shall have supervisory powers over its personnel as generally set forth herein and in the Ordinance. Notwithstanding the foregoing, the Governing Board shall have no involvement in or influence over the recommendations made or other functions performed by the Commission unless specifically authorized herein; provided that all decisions regarding the personnel of the Commission shall be determined and managed by the Governing Board and the Executive Director as generally set forth above or as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board.

To assist the Governing Board in budget and personnel decisions, a standing executive committee of the Governing Board shall be established that consists of the representative of each member jurisdiction having a funding obligation of twenty percent (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), one representative of a member jurisdiction having a funding obligation of less than twenty percent (20%) (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), the Chairman of the Liberty Consolidated Planning Commission, and the Vice-chairman of the Liberty Consolidated Planning Commission. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Executive Committee and shall be permitted to deliberate on all actions of the Governing Board (excluding any appointments or personnel actions relating to the Executive Director), but shall not be a voting member of the Executive Committee and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from the members of the Executive Committee a Chairman and a Vice-chairman of the Executive Committee, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by

the Governing Board) shall serve as Secretary of the Executive Committee, and shall perform such duties in connection with said office as may be designated by the Executive Committee from time to time. The Executive Committee shall meet at the call of the Chairperson of the Executive Committee, and at such other times as the Chairperson of the Executive Committee or a majority of members shall determine.

This Executive Committee shall review all budgets proposed by the Executive Director and make recommendations to the Governing Board, who shall approve the final budget and any modifications. The Executive Committee shall evaluate the performance of the Executive Director, screen candidates for the Executive Director when the position is vacant, and recommend any personnel actions relating to the Executive Director to the Governing Board for approval. In particular, and not by way of limitation, any personnel action recommended by the committee pertaining to the Executive Director, or any other personnel, shall require a majority vote of the entire executive committee, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement).

**Section 14-5. Commission Membership.** The Commission shall consist of nine (9) members who shall be residents of Liberty County and who shall be appointed by the Governing Board as provided in this Ordinance. The Governing Board shall appoint no more than four (4) residents of any one municipality within Liberty County, and no more than four (4) residents of the unincorporated areas of the County, to serve as members of the Commission. No member of the Commission shall be an employee or elected official of any participating local government. All members shall serve until their successors are appointed.

(a) Member Professional Backgrounds. At all times, the Governing Board shall endeavor to appoint to the Commission at least one member who has a professional background in the field of real estate development, at least one member who has a professional background in the field of building and construction, at least one member who has a professional background in business management, at least one member who has a professional background in general industry or industrial management, at least one member who has a professional background in the field of natural resources or environmental protection; provided that the Governing Board is not strictly obligated to appoint members from the aforementioned fields, but shall in all instances appoint members it determines to be the most qualified and appropriate, taking into consideration the desirability of having members from the various fields enumerated above. The Governing Board, in its sole discretion, shall determine what the professional background of any member is and whether a member satisfies any requirements set forth in this subsection.

(b) Original Appointments; Current Appointments. Original appointments to the Commission shall be made by the Governing Board or its predecessor on or before December 20, 2004, and shall initially include three members who shall serve

for a term of one (1) year, three members who shall serve for a term of two (2) years, and three members who shall serve for a term of three (3) years. All regular appointments thereafter shall be for a term of three (3) years; provided that any member may be appointed to successive terms. Those members of the Commission appointed by the Governing Board and serving as of the adoption of this Ordinance shall continue for the term of their office and until their successors are appointed.

(c) Quorum; Voting. With respect to both the Governing Board and the Commission, an affirmative vote of a majority of the members of each such body, entitled to vote, and present shall be sufficient to permit the conduct of all business; provided, however, that in the event such affirmative majority vote of the membership of such body is made impossible due to either (i) temporary vacancy on the Board, or (ii) refusal of any member due to a conflict of interest as determined by such member, an affirmative vote of a majority of the remaining members of such body not otherwise unable to participate as set forth in clauses (i) and (ii) hereinabove shall be sufficient to permit the conduct of all business.

(d) Vacancies. Any vacancy in the membership of the Commission arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of members, or the death, resignation, incapacity, or removal of any incumbent member shall be filled for the unexpired term by the Governing Board.

(e) Removal. The Governing Board may remove any member of the Commission for due cause after written notice and a public hearing. Without limiting the foregoing, the Governing Board may consider for removal any member of the Commission who is absent from three consecutive regular meetings of the Commission or more than one-third of the Commission's meetings, regular or special, that occur within a calendar year. The Governing Board may elect not to remove a member on the grounds of excessive absence if that member demonstrates that their absence was for good cause as determined by the Governing Board or if such absence is otherwise excused by the laws of the State of Georgia. The findings and determinations of the Governing Board with respect to such matters shall be conclusive and absolute.

**Section 14-6. Compensation.** All members of the Commission shall serve without compensation, but shall be reimbursed for actual expenses incurred in connection with their official duties.

**Section 14-7. Officers.** The Commission shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director or such other person designated by the Commission shall serve as the Secretary of the Commission.

**Section 14-8. Planning Staff.** Subject to the approval of the budget by the Governing Board, the Executive Director may retain such employees and contract with

such consultants, and provide for their compensation and duties, as the Executive Director deems necessary for the work of the Commission, within the budget provided for the operation of the Commission by the participating local governments, or other funds lawfully available to it. The initial planning staff shall consist of a Planning Director and a Junior Planner, who shall be those persons holding equivalent positions within the Hinesville Area Metropolitan Planning Organization as of January 1, 2005; a Zoning Administrator and Planning and Zoning Technician, who shall be those persons holding equivalent positions within the City of Hinesville Planning and Zoning Commission as of January 1, 2005; and an Administrative Assistant, who shall be that person holding an equivalent position within the Liberty County Joint Planning Commission as of January 1, 2005; all as determined by the respective entities presently employing such persons; or such other persons and positions as are currently employed by the Commission as of the date of this Ordinance.

**Section 14-9. Meetings and Records.** Meetings of the Commission shall be held at such times and locations within Liberty County, Georgia as the Chairman or majority of Commission members shall determine; provided that regular meetings of the Commission shall be held at least once each month on the third Tuesday in the Liberty County Commissioners' Hearing Room (or such other location as designated by the Commission and consented to by the Board of Commissioners of Liberty County, Georgia). Subject to the provisions of this Ordinance and the laws of the State of Georgia, the Commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations. All meetings and records of the Commission shall be open and available to the public in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This section shall not be construed as requiring the Commission to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of the Commission. In such cases, the Commission shall meet as soon as practicable following its regular meeting date, but in no event later than three (3) business days from such date.

**Section 14-10. Finances; Fiscal Agent.** The Commission is authorized to make such expenditures as it deems necessary for its operation, which, exclusive of gifts, shall be within the amounts budgeted by the Commission and approved and appropriated for such purpose by the participating local governments. Subject to the provisions of the Intergovernmental Agreement, the City of Hinesville, or other designated entity, shall be the fiscal agent for the Commission, and shall pay for the operation and maintenance of the Commission and all of its staff and activities as authorized in the Intergovernmental Agreement. In accordance with such Intergovernmental Agreement, every participating local government shall reimburse the City of Hinesville, or other designated entity, on a periodic basis for its pro-rata share of the Commission's expenses. Subject to the provisions of this Ordinance and the aforementioned Intergovernmental Agreement, all checks or orders of the Commission for the withdrawal of money from banking institutions shall be signed in accordance with the Commission's duly adopted operating procedures.

The fiscal budget period for the Commission shall be the twelve (12) month period beginning on July 1<sup>st</sup> on each calendar year and ending on June 30<sup>th</sup> of the following calendar year. The Executive Director shall submit a recommended budget to the Governing Board for their consideration and approval no later than April 1<sup>st</sup> of each calendar year. For those governments that operate on fiscal periods different from that of the Commission, the Executive Director may provide those governments estimates of the funding expected from them for their specific fiscal budget period. The Governing Board shall approve a budget for the Commission no later than June 1<sup>st</sup> of each year. The Executive Director shall submit to the executive committee on or before the 10<sup>th</sup> day of the month following each calendar quarter (or at such other times as may be specified by the Executive Committee) a summary of the expenditures of the commission for the previous period.

**Section 14-11. Powers, Duties, and Responsibilities.** Subject to the direction and control of the participating local governments, the Commission shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments and prepare and recommend to the participating local governments such plans for the physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, and/or general welfare, including efficiency and economy in the development of its jurisdiction.
- (b) Prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of or all any each of the participating local jurisdictions, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to participating local governments the adoption of any zoning ordinance, or resolution, or amendments or revisions to any local use or land development regulations, including zoning ordinances and maps, subdivision regulations, special ordinances, and the like, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) Administer zoning and other land use regulations in whatever role is delegated to it by any participating local government. To this end, the Commission may review applications for zoning map amendments or applications for land use approval and provide a recommendation to the participating local government. However, the Commission shall not be delegated any legislative authority such as the final approval of zoning map amendments or conditional or special uses. /



- (e) Review and approve subdivision plats; provided, however, that if the Commission is given authority to grant approval of final plats, said approval shall not constitute acceptance of public improvements which is a power reserved by the participating local governments.
- (f) Prepare and recommend for adoption to any participating local government, a plat or plats, or a corridor map or maps, showing the location of the boundary lines of existing, proposed, extended, widened or narrowed streets and linear open spaces and recreational areas, together with regulations to control the erection of buildings or other structures within such lines, within the local jurisdiction or a specified portion thereof.
- (g) Make, publish, and distribute maps, plans and reports and recommendations relating to the planning and development of any local jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- (h) Conduct all hearings, and prepare all notices and advertisements, in connection with any zoning and other land use matters delegated to the Commission hereunder, to include, without limitation, such hearings, notices and related procedural matters minimally required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq. with respect to any such matters.
- (i) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (j) Perform such additional functions and services in connection with planning and zoning matters as may be required or called for from time to time by the participating local governments, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Ordinance.

The authorization to undertake these functions shall not be considered a mandate for the Commission to perform all of these functions, nor shall it prohibit the discretion of any participating local government, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Ordinance and the Commission.

**Section 14-12. Incorporation in Zoning Ordinance.** /To the extent required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., this Ordinance shall be



deemed a part of the Zoning Ordinance of City of Riceboro, Georgia, for all purposes; provided, however, that this Ordinance may be published and appear elsewhere within the Code of Ordinances of City of Riceboro, Georgia, and its inclusion in such other Code section shall in no way invalidate the provisions hereof.

**Section 14-13.No Further Review or Recommendation.** Notwithstanding any provision in the Code of Ordinances of City of Riceboro, Georgia, or any appendix thereto or related ordinance or resolution, this Ordinance and the actions taken in accordance herewith shall not require the review, recommendation or other action on the part of the Liberty County Joint Planning Commission or any other body or agency.

## **II. SEVERABILITY**

If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such declaration shall not affect, impair, or invalidate the remaining provisions of this Ordinance.

## **III. REPEALER**

All ordinances and resolutions, or parts of ordinances and resolutions, in direct conflict with this Ordinance are hereby repealed.

## **IV. EFFECTIVE DATE**

This Ordinance shall become effective as of the 2nd day of June, 2009.

## **V. AMENDMENT OF INTERGOVERNMENTAL AGREEMENT**

By adoption of this Ordinance, the City of Riceboro, Georgia, hereby acknowledges and agrees that this Ordinance shall be substituted for the ordinance originally made a part of that certain Intergovernmental Agreement executed by the City of Riceboro providing for the creation and operation of the Liberty Consolidated Planning Commission, and reference to the "Ordinance" in said Intergovernmental Agreement shall hereafter mean and refer to this Ordinance; said Intergovernmental Agreement and all of its provisions being hereby ratified and accepted as effectively modified by this Ordinance.

**APPROVED** this 2<sup>nd</sup> day of June, 2009.

**City of Riceboro Mayor & City Council**

(OFFICIAL SEAL)

  
\_\_\_\_\_  
William Austin, Mayor

  
\_\_\_\_\_  
Tommy Williams, Mayor Pro Tem

  
\_\_\_\_\_  
David Miller, Council Member

  
\_\_\_\_\_  
Christopher Stacy, Council Member

  
\_\_\_\_\_  
John Young, Council Member

**AN ORDINANCE**

**AMENDING AND RESTATING AN ORDINANCE ABOLISHING THE LIBERTY COUNTY JOINT PLANNING COMMISSION AND ESTABLISHING IN LIEU THEREOF THE LIBERTY CONSOLIDATED PLANNING COMMISSION TO EXERCISE ALL OF THE DUTIES, JURISDICTIONAL POWERS, AND AUTHORITY FORMERLY EXERCISED BY SAID ABOLISHED COMMISSION; REPEALING CONFLICTING LAWS; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

**WHEREAS**, the governing authority of Liberty County, Georgia desires to amend and restate that certain Ordinance (designated as Ordinance No. 2004-05) adopted by the governing authority on December 7, 2004 and establishing the Liberty Consolidated Planning Commission; and

**WHEREAS**, by this Ordinance and the provisions contained herein the governing authority of Liberty County, Georgia desires to further protect the health, welfare and safety of the citizens and residents of said County.

**NOW, THEREFORE**, be it ordained by the governing authority of Liberty County, Georgia, as follows:

**I. ORDINANCE TEXT**

Sections 14-1 through and including 14-13 of the Code of Ordinances of Liberty County, Georgia are hereby amended by striking the same in their entirety and inserting in lieu thereof the following:

**Section 14-1. Abolishment of Prior Commission.** Subject to the provisions of Section 3 herein below, the Liberty County Joint Planning Commission, as established by joint ordinance or other action of Liberty County, City of Allenhurst, City of Midway, City of Walthourville, City of Gum Branch, City of Walthourville, and City of Flemington, is hereby abolished.

**Section 14-2. Creation of the Liberty Consolidated Planning Commission.** Effective January 1, 2005, there is created and established the Liberty Consolidated Planning Commission, hereinafter referred to as the Commission, to succeed to the general powers, duties and responsibilities of the former Liberty County Joint Planning Commission and the former City of Hinesville Planning and Zoning Commission, as hereinafter more fully set forth. Thereafter, the Liberty County Joint Planning

Commission shall accept no new applications or petitions or otherwise undertake or consider any new business with respect to matters formerly within its jurisdiction. All acts, decisions, determinations and findings heretofore made by said Liberty County Joint Planning Commission are hereby ratified and affirmed, and shall remain in force and effect until superseded by formal action of the Commission or the respective governing authority having jurisdiction over such matters, as appropriate.

**Section 14-3. Unfinished Business of the Liberty County Joint Planning Commission.** Notwithstanding the creation of the Commission, any applications, petitions, or other business currently pending before the Liberty County Joint Planning Commission, including any scheduled hearings or hearings in progress shall be completed by said Liberty County Joint Planning Commission to the fullest extent practicable on or before February 28, 2005, and any recommendations made or other actions taken by said Liberty County Joint Planning Commission in connection with such pending matters shall be deemed lawful and valid in all respects. Any business of the Liberty County Joint Planning Commission, which remains unfinished as of March 1, 2005, shall be assumed, continued and carried out by the Commission.

**Section 14-4. Creation of Governing Board; Chairman; Powers; Meetings.** There is hereby created and established the Liberty Consolidated Planning Commission Governing Board, hereinafter referred to as the Governing Board, which is vested with the authority to and responsibility for appointing the members of the Liberty Consolidated Planning Commission, approving the budget of the Liberty Consolidated Planning Commission, and for supervising certain personnel matters relating to the said Liberty Consolidated Planning Commission. The Governing Board shall consist of the following persons or their designees: Chairperson of the Liberty County Board of Commissioners, the Mayor of the City of Hinesville, the Mayor of the City of Allenhurst, the Mayor of the City of Midway, the Mayor of the City of Gum Branch, the Mayor of the City of Walthourville, the Mayor of the City of Walthourville, and the Mayor of the City of Flemington. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Governing Board and shall be permitted to deliberate on all actions of the Governing Board (excluding his or her appointment), but shall not be a voting member of the Governing Board and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Governing Board, and shall perform such duties in connection with said office as may be designated by the Governing Board from time to time. The Governing Board shall meet biannually at the call of the Chairperson of the Governing Board, and at such other times as the Chairperson of the Governing Board or a majority of Governing Board members shall determine.

Subject to the protections of sovereign and official immunity (and other doctrines and laws of the State of Georgia), the Commission shall be solely liable and responsible

for its actions and those of the personnel retained to discharge its obligations and services under this Ordinance. In this connection, the Commission shall employ an Executive Director and such other employees as the Executive Director may recommend and be approved by the Governing Board. More specifically, the Executive Director shall have the responsibility of retaining, disciplining, evaluating, discharging, and otherwise managing the personnel of the Commission; provided that all such decisions shall be reviewable by the Governing Board as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board. Notwithstanding that the Executive Director shall be deemed employed by the Commission, he or she shall be retained, disciplined, evaluated, discharged and otherwise supervised by the Governing Board. In particular, and not by way of limitation, any personnel action pertaining to the Executive Director shall require a majority vote of the entire Governing Board, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement). For purposes of this Ordinance and all other circumstances, the Governing Board shall be deemed a component and part of the Liberty Consolidated Planning Commission (but not subject to its control), and shall have supervisory powers over its personnel as generally set forth herein and in the Ordinance. Notwithstanding the foregoing, the Governing Board shall have no involvement in or influence over the recommendations made or other functions performed by the Commission unless specifically authorized herein; provided that all decisions regarding the personnel of the Commission shall be determined and managed by the Governing Board and the Executive Director as generally set forth above or as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board.

To assist the Governing Board in budget and personnel decisions, a standing executive committee of the Governing Board shall be established that consists of the representative of each member jurisdiction having a funding obligation of twenty percent (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), one representative of a member jurisdiction having a funding obligation of less than twenty percent (20%) (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), the Chairman of the Liberty Consolidated Planning Commission, and the Vice-chairman of the Liberty Consolidated Planning Commission. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Executive Committee and shall be permitted to deliberate on all actions of the Governing Board (excluding any appointments or personnel actions relating to the Executive Director), but shall not be a voting member of the Executive Committee and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from the members of the Executive Committee a Chairman and a Vice-chairman of the Executive Committee, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Executive Committee, and shall perform such duties in connection with said office as may be designated by the Executive

Committee from time to time. The Executive Committee shall meet at the call of the Chairperson of the Executive Committee, and at such other times as the Chairperson of the Executive Committee or a majority of members shall determine.

This Executive Committee shall review all budgets proposed by the Executive Director and make recommendations to the Governing Board, who shall approve the final budget and any modifications. The Executive Committee shall evaluate the performance of the Executive Director, screen candidates for the Executive Director when the position is vacant, and recommend any personnel actions relating to the Executive Director to the Governing Board for approval. In particular, and not by way of limitation, any personnel action recommended by the committee pertaining to the Executive Director, or any other personnel, shall require a majority vote of the entire executive committee, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement).

**Section 14-5. Commission Membership.** The Commission shall consist of nine (9) members who shall be residents of Liberty County and who shall be appointed by the Governing Board as provided in this Ordinance. The Governing Board shall appoint no more than four (4) residents of any one municipality within Liberty County, and no more than four (4) residents of the unincorporated areas of the County, to serve as members of the Commission. No member of the Commission shall be an employee or elected official of any participating local government. All members shall serve until their successors are appointed.

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(b) Original Appointments; Current Appointments. Original appointments to the Commission shall be made by the Governing Board or its predecessor on or before December 20, 2004, and shall initially include three members who shall serve for a term of one (1) year, three members who shall serve for a term of two (2) years, and three members who shall serve for a term of three (3) years. All regular appointments

thereafter shall be for a term of three (3) years; provided that any member may be appointed to successive terms. Those members of the Commission appointed by the Governing Board and serving as of the adoption of this Ordinance shall continue for the term of their office and until their successors are appointed.

(c) Quorum; Voting. With respect to both the Governing Board and the Commission, an affirmative vote of a majority of the members of each such body, entitled to vote, and present shall be sufficient to permit the conduct of all business; provided, however, that in the event such affirmative majority vote of the membership of such body is made impossible due to either (i) temporary vacancy on the Board, or (ii) refusal of any member due to a conflict of interest as determined by such member, an affirmative vote of a majority of the remaining members of such body not otherwise unable to participate as set forth in clauses (i) and (ii) hereinabove shall be sufficient to permit the conduct of all business.

(d) Vacancies. Any vacancy in the membership of the Commission arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of members, or the death, resignation, incapacity, or removal of any incumbent member shall be filled for the unexpired term by the Governing Board.

(e) Removal. The Governing Board may remove any member of the Commission for due cause after written notice and a public hearing. Without limiting the foregoing, the Governing Board may consider for removal any member of the Commission who is absent from three consecutive regular meetings of the Commission or more than one-third of the Commission's meetings, regular or special, that occur within a calendar year. The Governing Board may elect not to remove a member on the grounds of excessive absence if that member demonstrates that their absence was for good cause as determined by the Governing Board or if such absence is otherwise excused by the laws of the State of Georgia. The findings and determinations of the Governing Board with respect to such matters shall be conclusive and absolute.

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**Section 14-8. Planning Staff.** Subject to the approval of the budget by the Governing Board, the Executive Director may retain such employees and contract with such consultants, and provide for their compensation and duties, as the Executive Director deems necessary for the work of the Commission, within the budget provided for the

operation of the Commission by the participating local governments, or other funds lawfully available to it. The initial planning staff shall consist of a Planning Director and a Junior Planner, who shall be those persons holding equivalent positions within the Hinesville Area Metropolitan Planning Organization as of January 1, 2005; a Zoning Administrator and Planning and Zoning Technician, who shall be those persons holding equivalent positions within the City of Hinesville Planning and Zoning Commission as of January 1, 2005; and an Administrative Assistant, who shall be that person holding an equivalent position within the Liberty County Joint Planning Commission as of January 1, 2005; all as determined by the respective entities presently employing such persons; or such other persons and positions as are currently employed by the Commission as of the date of this Ordinance.

**Section 14-9. Meetings and Records.** Meetings of the Commission shall be held at such times and locations within Liberty County, Georgia as the Chairman or majority of Commission members shall determine; provided that regular meetings of the Commission shall be held at least once each month on the third Tuesday in the Liberty County Commissioners' Hearing Room (or such other location as designated by the Commission and consented to by the Board of Commissioners of Liberty County, Georgia). Subject to the provisions of this Ordinance and the laws of the State of Georgia, the Commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations. All meetings and records of the Commission shall be open and available to the public in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This section shall not be construed as requiring the Commission to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of the Commission. In such cases, the Commission shall meet as soon as practicable following its regular meeting date, but in no event later than three (3) business days from such date.

**Section 14-10. Finances; Fiscal Agent.** The Commission is authorized to make such expenditures as it deems necessary for its operation, which, exclusive of gifts, shall be within the amounts budgeted by the Commission and approved and appropriated for such purpose by the participating local governments. Subject to the provisions of the Intergovernmental Agreement, the City of Hinesville, or other designated entity, shall be the fiscal agent for the Commission, and shall pay for the operation and maintenance of the Commission and all of its staff and activities as authorized in the Intergovernmental Agreement. In accordance with such Intergovernmental Agreement, every participating local government shall reimburse the City of Hinesville, or other designated entity, on a periodic basis for its pro-rata share of the Commission's expenses. Subject to the provisions of this Ordinance and the aforementioned Intergovernmental Agreement, all checks or orders of the Commission for the withdrawal of money from banking institutions shall be signed in accordance with the Commission's duly adopted operating procedures. The fiscal budget period for the Commission shall be the twelve (12) month period beginning on July 1<sup>st</sup> on each calendar year and ending on June 30<sup>th</sup> of the following



calendar year. The Executive Director shall submit a recommended budget to the Governing Board for their consideration and approval no later than April 1<sup>st</sup> of each calendar year. For those governments that operate on fiscal periods different from that of the Commission, the Executive Director may provide those governments estimates of the funding expected from them for their specific fiscal budget period. The Governing Board shall approve a budget for the Commission no later than June 1<sup>st</sup> of each year. The Executive Director shall submit to the executive committee on or before the 10<sup>th</sup> day of the month following each calendar quarter (or at such other times as may be specified by the Executive Committee) a summary of the expenditures of the commission for the previous period.

**Section 14-11. Powers, Duties, and Responsibilities.** Subject to the direction and control of the participating local governments, the Commission shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments and prepare and recommend to the participating local governments such plans for the physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, and/or general welfare, including efficiency and economy in the development of its jurisdiction.
- (b) Prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of or all any each of the participating local jurisdictions, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to participating local governments the adoption of any zoning ordinance, or resolution, or amendments or revisions to any local use or land development regulations, including zoning ordinances and maps, subdivision regulations, special ordinances, and the like, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) Administer zoning and other land use regulations in whatever role is delegated to it by any participating local government. To this end, the Commission may review applications for zoning map amendments or applications for land use approval and provide a recommendation to the participating local government. However, the Commission shall not be delegated any legislative authority such as the final approval of zoning map amendments or conditional or special uses.
- (e) Review and approve subdivision plats; provided, however, that if the Commission is given authority to grant approval of final plats, said approval

shall not constitute acceptance of public improvements which is a power reserved by the participating local governments.

- (f) Prepare and recommend for adoption to any participating local government, a plat or plats, or a corridor map or maps, showing the location of the boundary lines of existing, proposed, extended, widened or narrowed streets and linear open spaces and recreational areas, together with regulations to control the erection of buildings or other structures within such lines, within the local jurisdiction or a specified portion thereof.
- (g) Make, publish, and distribute maps, plans and reports and recommendations relating to the planning and development of any local jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- (h) Conduct all hearings, and prepare all notices and advertisements, in connection with any zoning and other land use matters delegated to the Commission hereunder, to include, without limitation, such hearings, notices and related procedural matters minimally required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq. with respect to any such matters.
- (i) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (j) Perform such additional functions and services in connection with planning and zoning matters as may be required or called for from time to time by the participating local governments, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Ordinance.

The authorization to undertake these functions shall not be considered a mandate for the Commission to perform all of these functions, nor shall it prohibit the discretion of any participating local government, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Ordinance and the Commission.

**Section 14-12. Incorporation in Zoning Ordinance.** To the extent required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., this Ordinance shall be deemed a part of the Zoning Ordinance of Liberty County, Georgia for all purposes; provided, however, that this Ordinance may be published and appear elsewhere within the

Code of Ordinances of The City of Walthourville, Liberty County, Georgia and its inclusion in such other Code section shall in no way invalidate the provisions hereof.

**Section 14-13.No Further Review or Recommendation.** Notwithstanding any provision in the Code of Ordinances of Liberty County, Georgia or any appendix thereto or related ordinance or resolution, this Ordinance and the actions taken in accordance herewith shall not require the review, recommendation or other action on the part of the Liberty County Joint Planning Commission or any other body or agency.

## **II. SEVERABILITY**

If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such declaration shall not affect, impair, or invalidate the remaining provisions of this Ordinance.

## **III. REPEALER**

All ordinances and resolutions, or parts of ordinances and resolutions, in direct conflict with this Ordinance are hereby repealed.

## **IV. EFFECTIVE DATE**

This Ordinance shall become effective as of the 7th day of July, 2009.

## **V. AMENDMENT OF INTERGOVERNMENTAL AGREEMENT**

By adoption of this Ordinance, the governing authority of The City of Walthourville, Liberty County, Georgia hereby acknowledges and agrees that this Ordinance shall be substituted for the ordinance originally made a part of that certain Intergovernmental Agreement executed by said governing authority providing for the creation and operation of the Liberty Consolidated Planning Commission, and reference to the "Ordinance" in said Intergovernmental Agreement shall hereafter mean and refer to this Ordinance; said Intergovernmental Agreement and all of its provisions being hereby ratified and accepted as effectively modified by this Ordinance.

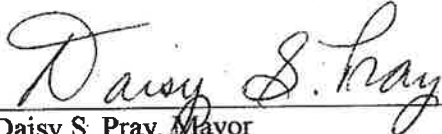
[ Signatures Appear on Following Page(s) ]

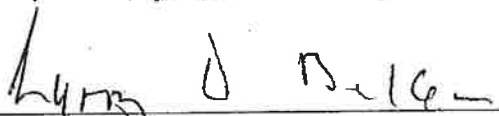
[ Signatures Continued – Ordinance No. 2009-07-01 ]

**APPROVED** this 7th day of July, 2009.

**CITY OF WALTHOURVILLE  
LIBERTY COUNTY, GEORGIA**

(OFFICIAL SEAL)

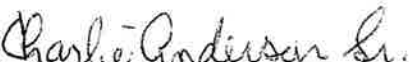
  
Daisy S. Pray, Mayor

  
Larry D. Baker, Mayor Pro-tem

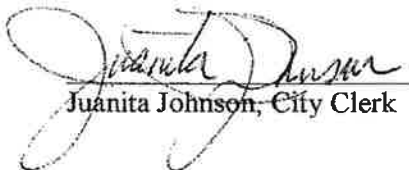
  
Patricia Green, Council Member

  
James Hendry, Council Member

  
Luciria Lovette, Council Member

  
Charlie Anderson, Sr., Council Member

**ATTEST:**

  
Juanita Johnson, City Clerk

## AN ORDINANCE

AMENDING AND RESTATING AN ORDINANCE ABOLISHING THE LIBERTY COUNTY JOINT PLANNING COMMISSION AND ESTABLISHING IN LIEU THEREOF THE LIBERTY CONSOLIDATED PLANNING COMMISSION TO EXERCISE ALL OF THE DUTIES, JURISDICTIONAL POWERS, AND AUTHORITY FORMERLY EXERCISED BY SAID ABOLISHED COMMISSION; REPEALING CONFLICTING LAWS; ESTABLISHING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

## WITNESSETH:

**WHEREAS**, the governing authority desires to amend and restate that certain Ordinance adopted by the governing authority on June 1, 2009 and establishing the Liberty Consolidated Planning Commission; and

**WHEREAS**, by this Ordinance and the provisions contained herein the governing authority of **The Town of Allenhurst** desires to further protect the health, welfare and safety of the citizens and residents of **The Town of Allenhurst**.

**NOW, THEREFORE**, be it ordained by the governing authority of **The Town of Allenhurst**, as follows:

### **I. ORDINANCE TEXT**

The Code of Ordinances of **The Town of Allenhurst** is hereby amended by striking the same in its entirety and inserting in lieu thereof the following amended and restated Ordinance: **[NOTE: FOR THOSE JURISDICTIONS AMENDING EXISTING CODE SECTIONS, THE BELOW SECTION NUMBERS SHOULD CORRESPOND TO EXISTING ARTICLES AND SECTIONS AS APPROPRIATE]**

**Section 1. Abolishment of Prior Commission.** Subject to the provisions of Section 3 herein below, the Liberty County Joint Planning Commission, as established by joint ordinance or other action of Liberty County, City of Allenhurst, City of Midway, City of Walthourville, City of Gum Branch, City of Riceboro, and City of Flemington, is hereby abolished.

**[ Section 1. Abolishment of the City of Hinesville Planning and Zoning Commission.** Subject to the provisions of Section 3 herein below, the City of Hinesville Planning and Zoning Commission, also having previously been known as the City of Hinesville Planning Board, as created by Article VI of the Charter of the City of Hinesville, shall be abolished by the governing authority of the City of Hinesville by separate ordinance adopted contemporaneously with the adoption of this Joint Ordinance. ]

**Section 2. Creation of the Liberty Consolidated Planning Commission.**

Effective January 1, 2005, there is created and established the Liberty Consolidated Planning Commission, hereinafter referred to as the Commission, to succeed to the general powers, duties and responsibilities of the former Liberty County Joint Planning Commission and the former City of Hinesville Planning and Zoning Commission, as hereinafter more fully set forth. Thereafter, the Liberty County Joint Planning Commission shall accept no new applications or petitions or otherwise undertake or consider any new business with respect to matters formerly within its jurisdiction. All acts, decisions, determinations and findings heretofore made by said Liberty County Joint Planning Commission are hereby ratified and affirmed, and shall remain in force and effect until superseded by formal action of the Commission or the respective governing authority having jurisdiction over such matters, as appropriate.

**Section 3. Unfinished Business of the Liberty County Joint Planning Commission.**

Notwithstanding the creation of the Commission, any applications, petitions, or other business currently pending before the Liberty County Joint Planning Commission, including any scheduled hearings or hearings in progress shall be completed by said Liberty County Joint Planning Commission to the fullest extent practicable on or before February 28, 2005, and any recommendations made or other actions taken by said Liberty County Joint Planning Commission in connection with such pending matters shall be deemed lawful and valid in all respects. Any business of the Liberty County Joint Planning Commission, which remains unfinished as of March 1, 2005, shall be assumed, continued and carried out by the Commission.

**Section 4. Creation of Governing Board; Chairman; Powers; Meetings.**

There is hereby created and established the Liberty Consolidated Planning Commission Governing Board, hereinafter referred to as the Governing Board, which is vested with the authority to and responsibility for appointing the members of the Liberty Consolidated Planning Commission, approving the budget of the Liberty Consolidated Planning Commission, and for supervising certain personnel matters relating to the said Liberty Consolidated Planning Commission. The Governing Board shall consist of the following persons or their designees: Chairperson of the Liberty County Board of Commissioners, the Mayor of the City of Hinesville, the Mayor of the City of Allenhurst, the Mayor of the City of Midway, the Mayor of the City of Gum Branch, the Mayor of the City of Walthourville, the Mayor of the City of Riceboro, and the Mayor of the City of Flemington. The Chairman and the Vice-chairman of the Commission shall be ex-officio members of the Governing Board and shall be permitted to deliberate on all actions of the Governing Board (excluding his or her appointment), but shall not be a voting member of the Governing Board and shall not be counted to establish the quorum required to take action. The Governing Board shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director of the Liberty Consolidated Planning Commission (or other person designated by the Governing Board) shall serve as Secretary of the Governing Board, and shall perform such duties in connection with said office as may be designated by the Governing Board from time to

time. The Governing Board shall meet biannually at the call of the Chairperson of the Governing Board, and at such other times as the Chairperson of the Governing Board or a majority of Governing Board members shall determine.

Subject to the protections of sovereign and official immunity (and other doctrines and laws of the State of Georgia), the Commission shall be solely liable and responsible for its actions and those of the personnel retained to discharge its obligations and services under this Ordinance. In this connection, the Commission shall employ an Executive Director and such other employees as the Executive Director may recommend and be approved by the Governing Board. More specifically, the Executive Director shall have the responsibility of retaining, disciplining, evaluating, discharging, and otherwise managing the personnel of the Commission; provided that all such decisions shall be reviewable by the Governing Board as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board. Notwithstanding that the Executive Director shall be deemed employed by the Commission, he or she shall be retained, disciplined, evaluated, discharged and otherwise supervised by the Governing Board. In particular, and not by way of limitation, any personnel action pertaining to the Executive Director shall require a majority vote of the entire Governing Board, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement). For purposes of this Ordinance and all other circumstances, the Governing Board shall be deemed a component and part of the Liberty Consolidated Planning Commission (but not subject to its control), and shall have supervisory powers over its personnel as generally set forth herein and in the Ordinance. Notwithstanding the foregoing, the Governing Board shall have no involvement in or influence over the recommendations made or other functions performed by the Commission unless specifically authorized herein; provided that all decisions regarding the personnel of the Commission shall be determined and managed by the Governing Board and the Executive Director as generally set forth above or as provided in any subsequently enacted personnel policies that may be established by the Executive Director and approved by the Governing Board.

To assist the Governing Board in budget and personnel decisions, a standing executive committee of the Governing Board shall be established that consists of the representative of each member jurisdiction having a funding obligation of twenty percent (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), one representative of a member jurisdiction having a funding obligation of less than twenty percent (20%) (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement), the Chairman of the Liberty Consolidated Planning Commission, and the Vice-chairman of the Liberty Consolidated Planning Commission. This executive committee shall review all budgets proposed by the Executive Director and make recommendations to the Governing Board, who shall approve the final budget and any modifications. The executive committee shall evaluate the performance of the Executive Director, screen candidates for the Executive Director when the position is vacant, and recommend any personnel actions relating to the Executive Director to the Governing

Board for approval. In particular, and not by way of limitation, any personnel action recommended by the committee pertaining to the Executive Director, or any other personnel, shall require a majority vote of the entire executive committee, as well as the affirmative vote of each representative of a member jurisdiction having a funding obligation of twenty (20%) or more (as determined pursuant to Paragraph 4 of the Intergovernmental Agreement).

**Section 5. Commission Membership.** The Commission shall consist of nine (9) members who shall be residents of Liberty County and who shall be appointed by the Governing Board as provided in this Ordinance. The Governing Board shall appoint no more than four (4) residents of any one municipality within Liberty County, and no more than four (4) residents of the unincorporated areas of the County, to serve as members of the Commission. No member of the Commission shall be an employee or elected official of any participating local government. All members shall serve until their successors are appointed.

(a) Member Professional Backgrounds. At all times, the Governing Board shall endeavor to appoint to the Commission at least one member who has a professional background in the field of real estate development, at least one member who has a professional background in the field of building and construction, at least one member who has a professional background in business management, at least one member who has a professional background in general industry or industrial management, at least one member who has a professional background in the field of natural resources or environmental protection; provided that the Governing Board is not strictly obligated to appoint members from the aforementioned fields, but shall in all instances appoint members it determines to be the most qualified and appropriate, taking into consideration the desirability of having members from the various fields enumerated above. The Governing Board, in its sole discretion, shall determine what the professional background of any member is and whether a member satisfies any requirements set forth in this subsection.

(b) Original Appointments; Current Appointments. Original appointments to the Commission shall be made by the Governing Board or its predecessor on or before December 20, 2004, and shall initially include three members who shall serve for a term of one (1) year, three members who shall serve for a term of two (2) years, and three members who shall serve for a term of three (3) years. All regular appointments thereafter shall be for a term of three (3) years; provided that any member may be appointed to successive terms. Those members of the Commission appointed by the Governing Board and serving as of the adoption of this Ordinance shall continue for the term of their office and until their successors are appointed.

(c) Quorum; Voting. With respect to both the Governing Board and the Commission, an affirmative vote of a majority of the members of each such body, entitled to vote, and present shall be sufficient to permit the conduct of all business; provided, however, that in the event such affirmative majority vote of the membership of such body



is made impossible due to either (i) temporary vacancy on the Board, or (ii) refusal of any member due to a conflict of interest as determined by such member, an affirmative vote of a majority of the remaining members of such body not otherwise unable to participate as set forth in clauses (i) and (ii) hereinabove shall be sufficient to permit the conduct of all business.

(d) Vacancies. Any vacancy in the membership of the Commission arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of members, or the death, resignation, incapacity, or removal of any incumbent member shall be filled for the unexpired term by the Governing Board.

(e) Removal. The Governing Board may remove any member of the Commission for due cause after written notice and a public hearing. Without limiting the foregoing, the Governing Board may consider for removal any member of the Commission who is absent from three consecutive regular meetings of the Commission or more than one-third of the Commission's meetings, regular or special, that occur within a calendar year. The Governing Board may elect not to remove a member on the grounds of excessive absence if that member demonstrates that their absence was for good cause as determined by the Governing Board or if such absence is otherwise excused by the laws of the State of Georgia. The findings and determinations of the Governing Board with respect to such matters shall be conclusive and absolute.

**Section 6. Compensation.** All members of the Commission shall serve without compensation, but shall be reimbursed for actual expenses incurred in connection with their official duties.

**Section 7. Officers.** The Commission shall elect from its members a Chairman and a Vice-chairman, each to serve for a term of one calendar year and until a successor is elected, and who shall be eligible for re-election to such office. The Executive Director or such other person designated by the Commission shall serve as the Secretary of the Commission.

**Section 8. Planning Staff.** Subject to the approval of the budget by the Governing Board, the Executive Director may retain such employees and contract with such consultants, and provide for their compensation and duties, as the Executive Director deems necessary for the work of the Commission, within the budget provided for the operation of the Commission by the participating local governments, or other funds lawfully available to it. The initial planning staff shall consist of a Planning Director and a Junior Planner, who shall be those persons holding equivalent positions within the Hinesville Area Metropolitan Planning Organization as of January 1, 2005; a Zoning Administrator and Planning and Zoning Technician, who shall be those persons holding equivalent positions within the City of Hinesville Planning and Zoning Commission as of January 1, 2005; and an Administrative Assistant, who shall be that person holding an equivalent position within the Liberty County Joint Planning Commission as of January 1, 2005; all as determined by the respective entities presently employing such persons; or

such other persons and positions as are currently employed by the Commission as of the date of this Ordinance.

**Section 9. Meetings and Records.** Meetings of the Commission shall be held at such times and locations within Liberty County, Georgia as the Chairman or majority of Commission members shall determine; provided that regular meetings of the Commission shall be held at least once each month on the third Tuesday in the Liberty County Commissioners' Hearing Room (or such other location as designated by the Commission and consented to by the Board of Commissioners of Liberty County, Georgia). Subject to the provisions of this Ordinance and the laws of the State of Georgia, the Commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations. All meetings and records of the Commission shall be open and available to the public in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. This section shall not be construed as requiring the Commission to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of the Commission. In such cases, the Commission shall meet as soon as practicable following its regular meeting date, but in no event later than three (3) business days from such date.

**Section 10. Finances; Fiscal Agent.** The Commission is authorized to make such expenditures as it deems necessary for its operation, which, exclusive of gifts, shall be within the amounts budgeted by the Commission and approved and appropriated for such purpose by the participating local governments. Subject to the provisions of the Intergovernmental Agreement, the City of Hinesville, or other designated entity, shall be the fiscal agent for the Commission, and shall pay for the operation and maintenance of the Commission and all of its staff and activities as authorized in the Intergovernmental Agreement. In accordance with such Intergovernmental Agreement, every participating local government shall reimburse the City of Hinesville, or other designated entity, on a periodic basis for its pro-rata share of the Commission's expenses. Subject to the provisions of this Ordinance and the aforementioned Intergovernmental Agreement, all checks or orders of the Commission for the withdrawal of money from banking institutions shall be signed in accordance with the Commission's duly adopted operating procedures. The fiscal budget period for the Commission shall be the twelve (12) month period beginning on July 1<sup>st</sup>. of each calendar year and ending on June 30<sup>th</sup>. of the following calendar year. The Executive Director shall submit a recommended budget to the Governing Board for their consideration and approval no later than April 1<sup>st</sup>. of each calendar year. For those governments that operate on fiscal periods different from that of the Commission, the Executive Director may provide those governments estimates of the funding expected from them for their specific fiscal budget period. The Governing Board shall approve a budget for the Commission no later than June 1<sup>st</sup>. of each year. The Executive Director shall submit to the executive committee on or before the 10<sup>th</sup>. day of the month following each calendar quarter (or at such other times as may be specified by

the Executive Committee) a summary of the expenditures of the commission for the previous period.

**Section 11. Powers, Duties, and Responsibilities.** Subject to the direction and control of the participating local governments, the Commission shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments and prepare and recommend to the participating local governments such plans for the physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, and/or general welfare, including efficiency and economy in the development of its jurisdiction.
- (b) Prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of or all any each of the participating local jurisdictions, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to participating local governments the adoption of any zoning ordinance, or resolution, or amendments or revisions to any local use or land development regulations, including zoning ordinances and maps, subdivision regulations, special ordinances, and the like, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) Administer zoning and other land use regulations in whatever role is delegated to it by any participating local government. To this end, the Commission may review applications for zoning map amendments or applications for land use approval and provide a recommendation to the participating local government. However, the Commission shall not be delegated any legislative authority such as the final approval of zoning map amendments or conditional or special uses.
- (e) Review and approve subdivision plats; provided, however, that if the Commission is given authority to grant approval of final plats, said approval shall not constitute acceptance of public improvements which is a power reserved by the participating local governments.
- (f) Prepare and recommend for adoption to any participating local government, a plat or plats, or a corridor map or maps, showing the location of the boundary lines of existing, proposed, extended, widened or narrowed streets and linear open spaces and recreational areas, together with regulations to

control the erection of buildings or other structures within such lines, within the local jurisdiction or a specified portion thereof.

- (g) Make, publish, and distribute maps, plans and reports and recommendations relating to the planning and development of any local jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens.
- (h) Conduct all hearings, and prepare all notices and advertisements, in connection with any zoning and other land use matters delegated to the Commission hereunder, to include, without limitation, such hearings, notices and related procedural matters minimally required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq. with respect to any such matters.
- (i) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (j) Perform such additional functions and services in connection with planning and zoning matters as may be required or called for from time to time by the participating local governments, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Ordinance.

The authorization to undertake these functions shall not be considered a mandate for the Commission to perform all of these functions, nor shall it prohibit the discretion of any participating local government, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Ordinance and the Commission.

**Section 12. Incorporation in Zoning Ordinance.** To the extent required by the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., this Ordinance shall be deemed a part of the Zoning Ordinance of **The Town of Allenhurst** for all purposes; provided, however, that this Ordinance may be published and appear elsewhere within the Code of Ordinances of **The Town of Allenhurst** and its inclusion in such other Code section shall in no way invalidate the provisions hereof.

**Section 13. No Further Review or Recommendation.** Notwithstanding any provision in the Code of Ordinances of **The Town of Allenhurst** or any appendix thereto or related ordinance or resolution, this Ordinance and the actions taken in accordance herewith shall not require the review, recommendation or other action on the part of the Liberty County Joint Planning Commission or any other body or agency.

## **II. SEVERABILITY**

If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such declaration shall not affect, impair, or invalidate the remaining provisions of this Ordinance.

## **III. REPEALER**

All ordinances and resolutions, or parts of ordinances and resolutions, in direct conflict with this Ordinance are hereby repealed.

## **IV. EFFECTIVE DATE**

This Ordinance shall become effective on the 1st day of July, 2009.

## **V. AMENDMENT OF INTERGOVERNMENTAL AGREEMENT**

By adoption of this Ordinance, the City of Allenhurst hereby acknowledges and agrees that this Ordinance shall be substituted for the ordinance originally made a part of that certain Intergovernmental Agreement executed by the City of Allenhurst providing for the creation and operation of the Liberty Consolidated Planning Commission, and reference to the "Ordinance" in said Intergovernmental Agreement shall hereafter mean and refer to this Ordinance; said Intergovernmental Agreement and all of its provisions being hereby ratified and accepted as effectively modified by this Ordinance.

**APPROVED AND ORDAINED** by **The Town of Allenhurst** as of this 1st day of June, 2009.

  
Thomas Hines, Mayor

  
Jeff McClure, City Clerk



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Solid Waste Collection*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Liberty County, The Town of Allenhurst, and the Cities of Hinesville, Walthourville, Flemington, Midway, and Riceboro.**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
City of Hinesville and Liberty County	Solid Waste Fund
City of Walthourville	User Fees
Cities of Flemington and Hinesville	User Fees
City of Midway	General Fund/User Fees
City of Riceboro	User Fees
Town of Allenhurst	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there were multiple providers and multiple funding sources. This new amendment shows additional funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

COUNTY: LIBERTY

Service: *Wastewater*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Cities of Hinesville, Walthourville, Midway, and Riceboro.**
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
City of Hinesville	Water/Sewer Fund, User fees
City of Walthourville	Water/Sewer Fund, User fees
City of Midway	Water/Sewer Fund, User fees
City of Riceboro	Water/Sewer Fund, User fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

This amendment was from a previous SDS update where there were multiple providers and multiple funding sources. This new amendment shows additional funding sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
N/A		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: 7/25/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: LIBERTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

There were no conflicts or incompatibilities identified during the process. The services listed were from previous SDS updates. Planning staff met with each of the mayors and administrative leaders of each of the municipalities to review each of the services and update the service providers accordingly.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- ☐ Amendments to existing comprehensive plans
- ☐ Adoption of a joint comprehensive plan
- ☐ Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:  
No amendments or any changes were needed.

NOTE:

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? The Liberty County Water Resources Council was created by an 2009 intergovernmental agreement between Liberty County and the municipalities of Allenhurst, Flemington, Gum Branch, Hinesville, Midway, Riceboro and Walthourville. Any proposed change to the adopted water/sewer service areas must be approved by the Liberty County Water Resource Council.

4. Person completing form: **Jeff Ricketson, Executive Director**

Phone number: **912-408-2030** Date completed: July 25, 2025

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

TYPE CONTACT NAME, TITLE & PHONE HERE



# GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

## SERVICE DELIVERY STRATEGY FORM 4: Certifications

### Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2020 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2020 population of between 500 and 9,000 residing within the county. Cities with a 2020 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Population must be based upon decennial census figures.

COUNTY: LIBERTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>ALLENHURST</u>	Mayor	James Willis	<i>James M. Willis</i>	8-4-25
<u>FLEMINGTON</u>	Mayor	Paul Hawkins	<i>Paul Hawkins</i>	8-12-25
<u>GUM BRANCH</u>	Mayor	Tina Eason	<i>Tina L. Eason</i>	9-15-25
<u>HINESVILLE</u>	Mayor	Karl Riles	<i>Karl Riles</i>	8-7-25
<u>LIBERTY COUNTY</u>	Chairman	Donald Lovette	<i>Donald Lovette</i>	8-21-25
<u>MIDWAY</u>	Mayor	Levern Clancy, Jr.	<i>Levern Clancy Jr.</i>	8/11/25
<u>RICEBORO</u>	Mayor	Chris Stacy	<i>Chris Stacy</i>	8/15/25
<u>WALTHOURVILLE</u>	Mayor	Sarah B. Hayes	<i>Sarah B. Hayes</i>	08/12/2025