



Liberty Regional Water Resources Council

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BYLAWS OF THE LIBERTY REGIONAL WATER RESOURCES COUNCIL

Hinesville, Liberty County, Georgia

Adopted: November 19, 2009

Revised: June 13, 2013

Revised: April 9, 2026

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THE LIBERTY REGIONAL WATER RESOURCES COUNCIL**

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**ARTICLE ONE
Definition of Bylaws**

These Bylaws constitute the rules and policies adopted by the Liberty Regional Water Resources Council (as herein defined and referred to as the LRWRC) for the regulation and management of its affairs, as authorized by the laws of the State of Georgia and the Intergovernmental Agreement of the Participating Governments (as herein defined). These Bylaws are adopted in order to fulfill the objectives of the Liberty Regional Water Resources Council as stated in the Intergovernmental Agreement (as defined below and herein referred to as the Agreement) and these Bylaws, and to exercise all powers conferred upon the Liberty Regional Water Resources Council under such Intergovernmental Agreement and related laws of the State of Georgia.

**ARTICLE TWO
Name, Statutory Authority, Location, and Duration**

Section 2.01. Name. The name of the entity shall be the Liberty Regional Water Resources Council.

Section 2.02. Statutory Authority. The Liberty Regional Water Resources Council is a public body existing in accordance with the Georgia Service Delivery Strategy Law, O.C.G.A. § 36-70-1 et seq., and formally established pursuant to the provisions of that certain Agreement to Create and Implement the Liberty County Water Resources Council (as the same may be amended, the "Intergovernmental Agreement"), dated as of the original date of these Bylaws, lawfully approved and duly adopted by Liberty County, Georgia and the cities of Hinesville, Allenhurst, Midway, Walthourville, Gum Branch, Riceboro and Flemington, as well as the Liberty County Development Authority (collectively, the "Participating Governments").

Section 2.03. Duration. In accordance with the provisions of the Agreement, the LRWRC is intended to have existence for the duration of the Agreement; provided, however, that nothing contained herein shall preclude the Participating Governments from amending the Agreement or otherwise limiting the duration of the LRWRC.

Section 2.04. Offices. The principal office of the LRWRC shall be located in the offices of the Liberty Consolidated Planning Commission (LCPC) in Hinesville, Liberty County, Georgia; provided, however, that the LRWRC may have such other offices within said County as the LRWRC may determine or as its affairs may require from time to time.

**ARTICLE THREE
Purposes, Powers, and Governing Instruments**

Section 3.01. Purposes. The LRWRC is charged generally with the promotion, development, implementation, and delivery of coordinated and comprehensive water, storm water, and wastewater planning, in coordination

with the LCPC, within the unincorporated and incorporated areas of Liberty County, Georgia. The objects and purposes of the LRWRC are public in nature and shall be as set forth in the Agreement.

Section 3.02. Powers. The LRWRC shall have such powers as may be stated in the Agreement, and as now or may be hereafter lawfully conferred by the Participating Governments in accordance with the provisions of said Agreement.

Section 3.03. Prohibited Acts. The general authority and powers of the LRWRC are created and defined by the Agreement and related laws. The LRWRC shall engage only in such activities as are consistent with the provisions of and purposes enumerated in the Agreement or otherwise authorized by law.

Section 3.04. Governing Instruments. The LRWRC shall be governed by the Agreement and these Bylaws, as the same may be duly and lawfully amended from time to time, together with any and all other laws of the State of Georgia or the Agreements of the Participating Governments governing its affairs.

Section 3.05. Promulgation of Governing Board Rules and Policies. Subject to the provisions of the Agreement, the LRWRC may from time to time make and publish to appropriate persons, written regulations, rules, policies, schedules, bulletins and other writings that in the judgment of the LRWRC are necessary or advisable in the management of its affairs.

ARTICLE FOUR

Membership

Section 4.01. Membership. The membership of the LRWRC shall consist of the chief elected official from each Participating Government, or their duly appointed designee, and the Chairperson of the Liberty County Industrial Authority, or his or her duly appointed designee (each, a "Member," and collectively the "Members"). Ex-officio non-voting members will include one representative from designated major water withdrawal permit holders in Liberty County identified from time to time by the LRWRC, and shall initially include as of the date of these Bylaws: Fort Stewart.

Council Members:

- (1) Flemington, Mayor of
- (2) Hinesville, Mayor of
- (3) Liberty County, Chairman of the Board of Commissioners for
- (4) Riceboro, Mayor of
- (5) Walthourville, Mayor of
- (6) Gum Branch, Mayor of
- (7) Allenhurst, Mayor of
- (8) Liberty County Development Authority representative
- (9) Midway, Mayor of

Ex-Officio Non-Voting:

- (1) Fort Stewart representative
- (2) Executive Director of the LCPC

Section 4.02. Term of Office. Each Member of the LRWRC shall serve for a term which coincides with the term of the qualifying office held by such Member in his or her respective Participating Government; provided, that any Member serving on the LRWRC as the designee of an official otherwise entitled to such membership

shall serve until such designation is revoked by the appointing official (or his or her successor in office), at which time the appointing official or his or her designee will assume membership in the LRWRC.

Section 4.03. Compensation. No Member of the LRWRC shall receive, directly or indirectly, any salary, compensation, or other emolument for services performed as a Member; provided that Members shall be reimbursed for actual expenses incurred in connection with their official duties as approved by the LRWRC.

Section 4.04. Disclosure of Conflicting Interest. The Members of the LRWRC shall be accountable for all purposes as trustees, and shall comply with all requirements of the Agreement, these Bylaws, and applicable laws of the State of Georgia in those situations where a Member has a conflicting interest in a transaction involving the LRWRC. Without limiting the foregoing, all Members of the LRWRC shall, to the extent applicable, fully observe and comply with the provisions of O.C.G.A. § 45-10-2 pertaining to conflicts of interest generally.

Section 4.05. Code of Ethics for Members. Members of the LRWRC shall abide by the "Code of Ethics for Government Service" contained in O.C.G.A. § 45-10-1, and at all times comport themselves in a manner befitting their public trust.

ARTICLE FIVE

Meetings

Section 5.01. Place of Meetings. The LRWRC shall, unless circumstances demand otherwise, hold its meetings within Liberty County, Georgia, at such place or places as it may from time to time determine.

Section 5.02. Regular Meetings. Regular meetings of the LRWRC shall be held at least once each year at such time or times as the Chairman or majority of the Members shall determine; provided that the LRWRC shall not be required to meet on a legal holiday or when a meeting is made impossible due to circumstances beyond the control of LRWRC.

Section 5.03. Special Meetings. Special meetings of the LRWRC shall be held whenever called by a majority of the Members then in office or by the Chairperson. The Secretary of LRWRC shall give notice of each special meeting of LRWRC, which notice shall specify the time, place and objective of the meeting, at least two (2) days prior to the meeting by personal delivery, mail, facsimile, cablegram or electronic mail to each Member; but such notice may be waived by any Member. Absent the consent of all Members, no business may be transacted at any special meeting unless specifically indicated in the notice thereof. Notwithstanding the foregoing, this Section governs notice of special meetings to Members only and is not intended to impose additional requirements with respect to public notice beyond those set forth in the Georgia Open Meetings Act.

Section 5.04. Emergency Meetings. Emergency meetings of the LRWRC shall be held whenever called by a majority of the Members then in office or by the Chairperson. The Secretary of the LRWRC shall give notice of each emergency meeting of the LRWRC, which notice shall specify the time, place and objective of the meeting, at least twenty-four (24) hours prior to the meeting by personal delivery, mail, facsimile, cablegram or electronic mail to each Member; provided such notice may be waived by any Member. Absent the consent of all Members, no business may be transacted at any emergency meeting unless specifically indicated in the notice thereof. Notwithstanding the foregoing, this Section governs notice of emergency meetings to Members only and is not intended to impose additional requirements with respect to public notice beyond those set forth in the Georgia Open Meetings Act.

Section 5.05. Georgia Open Meetings Act. All meetings of the LRWRC shall be conducted in full compliance with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq. Without limiting the generality of the foregoing, it shall be the duty of the Secretary of the LRWRC to ensure that notice of any regular, special or other meeting of the LRWRC has been provided in accordance with the Georgia Open Meetings Act, O.C.G.A. §50-14-1 et seq.; provided, however, that the Secretary may request that the Executive Director or other employee of the Liberty Consolidated Planning Commission undertake to provide official notice of such meetings for so long as the Secretary deems the same appropriate. In the event it is discovered prior to or during any meeting of the LRWRC that the required notice was not provided, said meeting shall be adjourned until such time as proper notice can be effected.

Section 5.06. Quorum. A majority of the voting Members in office shall constitute a quorum for the transaction of business at all meetings of the LRWRC.

Section 5.07. Voting. At any meeting of the LRWRC, each Member shall have but one (1) vote for each issue on which a vote is taken; voting by proxy shall not be permitted. Except as otherwise required by the Agreement or specifically provided herein, all resolutions adopted and all business transacted by the LRWRC shall require the affirmative vote of a majority of the voting Members present of the LRWRC; provided, however, that in the event such affirmative majority vote of the entire LRWRC is made impossible due to either (i) temporary vacancy on the LRWRC, or (ii) refusal of any Member due to a conflict of interest as determined by such Member, the phrase "majority vote of the Members present of the LRWRC" or its equivalent shall refer only to those remaining Members of the LRWRC not otherwise unable to participate as set forth in clause (i) or (ii) hereinabove. To the extent the foregoing may contravene O.C.G.A. § 1-3-1 (d)(S), the LRWRC hereby formally makes known its intent and election not to be governed by the same.

Section 5.08. Teleconference. Unless otherwise specifically authorized by applicable law, Members may not officially participate (including voting) in meetings of the LRWRC by telecommunications conference or other contemporaneous communication system. Notwithstanding the foregoing, and as provided by O.C.G.A. § 38-2-279(g), the LRWRC shall be authorized to conduct all meetings by telecommunications conference in the event that one or more Members is on ordered military duty at the time of such meeting, as if said Members were physically assembled. To the extent any Member participates by such remote technology without legal authorization, his or her participation shall not be considered for purposes of determining the existence of a quorum or for voting; said Member's participation being unofficial only.

Section 5.09. Conduct of Meetings. It is understood that in the transaction of its business, the meetings of the LRWRC may be conducted informally; however, this informality does not extend to applicable procedural requirements, if any, mandated in the Agreement, these Bylaws, or any other laws of the State of Georgia. When circumstances warrant, any meeting or a portion of a meeting will be conducted according to generally understood principles of parliamentary procedure as stated in these Bylaws or a procedural reference recognized by the LRWRC. Unless otherwise specifically authorized by the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., all meetings of the LRWRC shall be open to the public and conducted in full compliance with said Code Section(s).

Section 5.10. Preparation of Agenda. A copy of the agenda for any regular meeting of the LRWRC shall be forwarded to each Member as far in advance of the meeting as possible, along with minutes to be approved, copies of communications, and such other documents and exhibits which are available and pertinent to the meeting. Members shall become familiar with the agenda and support materials prior to the meeting, and shall obtain any additional information that may be necessary to make well- informed decisions. Every effort should be made to get support material and the agendas for special meetings to the Members at the earliest possible

time after the meetings are called, and except in emergency situations, at least twenty-four (24) hours prior to the time the meetings are called. The foregoing shall be in addition to, and not in lieu of, the requirements of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and the Secretary of the LRWRC shall be responsible for ensuring that a copy of all agendas is posted in full compliance with said law; provided, however, that the Secretary may request that any employee of LCPC undertake the preparation, delivery, and posting of such agendas for so long as the Secretary deems the same appropriate.

ARTICLE SIX

Officers

Section 6.01. Number; Multiple Offices. The officers of the LRWRC shall consist of a Chairperson, Vice Chairperson, and Secretary. The Chairperson and Vice Chairperson shall be elected by the Members of the LRWRC from its membership, and the Secretary shall be the Executive Director of the LCPC. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the LRWRC at any duly constituted meeting. In any such election of officers, the LRWRC may elect and appoint a single person to any two or more offices simultaneously, except that the offices of Chairperson, Vice Chairperson and Secretary shall be held by separate individuals.

Section 6.02. Election and Term of Office. The officers of the LRWRC shall be elected as provided herein at the first regular or special meeting of the LRWRC in any given calendar year (or as soon thereafter as practicable), the elected officers shall take office once elected and the term shall be for the same calendar year as elected or until the next meeting of the LRWRC if it has been more than year since the LRWRC has met. Each officer shall serve for the term of office for which he or she is elected or appointed and until his or her successor has been elected or appointed or his or her earlier resignation, removal from office, or death. Any officer may be elected to successive terms.

Section 6.03. Powers and Duties of Chairperson. The Chairperson shall preside at all meetings of the LRWRC, shall have the general supervision and direction of all other officers of the LRWRC with full power to see that their duties are properly performed and shall see that all orders and resolutions of the LRWRC are carried into effect and otherwise fully implemented. He or she may sign, with any other proper officer, any contracts and other documents which LRWRC has authorized to be executed, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the LRWRC, the Agreement, or these Bylaws, to some other officer or agent of the LRWRC. In addition, the Chairperson of the LRWRC shall perform whatever duties and shall exercise all powers as the LRWRC may, from time to time, assign to him or her, or as may be prescribed by the Agreement, these Bylaws, or the laws of the State of Georgia.

Section 6.04. Duties of Vice Chairperson. The Vice Chairperson shall serve as Chairperson in the absence or disability of the Chairperson, and the taking of any action by the Vice Chairperson in place of the Chairperson shall be conclusive evidence of such absence or disability. In addition, the Vice Chairperson shall perform whatever duties and shall exercise all powers that are given to him or her by the LRWRC.

Section 6.05. Duties of the Secretary. The Secretary shall give, or cause to be given, notice of all meetings of the LRWRC and all other notices as required by these Bylaws, and in case of his or her absence or refusal or neglect to do so, any such notice may be given by any persons thereunto directed by the Chairperson, or by the LRWRC upon whose written request the meeting is called as provided in these Bylaws. The Secretary shall prepare the agenda in consultation with the Chairperson and keep correct minutes of all meetings of the LRWRC in books provided for that purpose. He or she shall have custody of the seal of the LRWRC of the

LRWRC and shall affix the same to all instruments requiring it, when authorized by the LRWRC or the Chairperson, and attest the same. In general, the Secretary shall perform all the duties generally incident to the office of secretary of a nonprofit corporation, subject to the direction and control of the LRWRC and the Chairperson. Notwithstanding the foregoing, however, and unless otherwise determined by the LRWRC, the Executive Director of the LCPC shall be the Secretary and discharge all responsibilities of the Secretary including the giving of notices, preparation and delivery of agendas, and maintenance of the records of the LRWRC. The Secretary of the LRWRC shall prepare and carry forward actions of the LRWRC to the member agencies for their consideration in a timely manner. The Secretary shall report to the LRWRC all actions taken.

Section 6.06. Vacancies. When any office of the LRWRC shall become vacant by reason of the death, resignation, incapacity, or removal of the incumbent, or for any other cause, the LRWRC (as defined in the Agreement), by majority vote of all Members then in office, shall appoint an eligible successor from its membership who shall hold office for the unexpired portion of the term of his or her predecessor.

Section 6.07. Additional Officers. The LRWRC may elect, or the Chairperson may appoint, one or more assistants to the Secretary, who shall have such duties and responsibilities as may be assigned to them from time to time by the Chairperson and/or the LRWRC.

ARTICLE SEVEN

Committees

Section 7.01. Technical Advisory Committee. The LRWRC hereby establishes a Technical Advisory Committee (wTAC) for the purpose of providing technical expertise and recommendations to the LRWRC. Membership, at a minimum, includes engineers and/or public works directors representing the unincorporated Liberty County, the Cities of Hinesville, Riceboro and Midway, Fort Stewart, the Liberty County Development Authority and the LCPC. The LRWRC may appoint other members of the wTAC as needed. Officers of the wTAC shall be elected and serve in a manner similar to officers of the LRWRC.

Section 7.02. Other Committees. The LRWRC may from time to time, by resolution passed by a majority of the LRWRC, designate one or more other committees, each committee to consist of two (2) or more of the Members of the LRWRC, which shall have such powers and responsibilities as provided in said resolution. The membership of such committee(s) shall be composed solely of Members of the LRWRC; but the LRWRC may, in its discretion (and only if the charge and function of said committee does not involve the management responsibility for the affairs of the LRWRC), appoint individuals who are not currently Members of the LRWRC as ex-officio members of such committees. In all cases, unless other specifically stated in the resolution creating the committee, all committees shall serve merely an investigative or recommending function and shall exercise no direct control over the affairs of the LRWRC. Such committee or committees shall have such names as may be determined from time to time by resolution adopted by the LRWRC, and their meetings shall be held in accordance with the provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., to the extent applicable.

ARTICLE EIGHT

Contracts, Minutes, and Seal of the LRWRC and Advisors

Section 8.01. Contracts. The LRWRC may authorize any officer or officers of the LRWRC, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the LRWRC; provided the intent and effect of such contracts and instruments are consistent with the purposes authorized in the Agreement and in these Bylaws. This authority may be general

or may be confined to specific instances. Unless otherwise specifically indicated by the LRWRC or these Bylaws, the Chairperson and the Secretary shall be deemed authorized signatories for all purposes.

Section 8.02. Minutes and Records. The LRWRC shall keep correct and complete books and records of all of its obligations, contracts, transactions, undertakings, income, receipts, and expenditures of every kind, and the Secretary also shall keep minutes of the proceedings of the LRWRC. The minutes shall not be a narrative of the meetings, but a record of official actions. Copies of the minutes shall be made for distribution to the LRWRC Members with the agenda for the next regular meeting. All minutes, records, and other documents of the LRWRC shall in all instances be subject to the requirements and provisions of the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

Section 8.03. Official Seal. The seal of the LRWRC shall be in such form as the LRWRC may determine from time to time. In the event it is inconvenient to use such seal at any time, the signatures of any two authorized signatories of the LRWRC followed by the word "SEAL," "OFFICAL SEAL," or similar words enclosed in parentheses or scroll, shall be deemed the seal of the LRWRC. The seal shall be in the charge of the Secretary and shall be affixed on all official papers where necessary or appropriate.

Section 8.04. Appointment of Advisors; Employees. As permitted by the Agreement and the laws of the State of Georgia, the LRWRC may, from time to time, appoint, as advisors, persons whose counsel, assistance, and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the LRWRC. The LRWRC is further authorized to employ such person or persons, including, without limitation, an executive director, attorneys, accountants, engineers, architects, financial consultants, and other professionals, agents, and assistants, as in its judgment are necessary or desirable for the administration and management of the LRWRC, and to pay reasonable compensation for the services performed and expenses incurred by any such person or persons.

ARTICLE NINE Amendments

The LRWRC shall have the power to alter, amend or repeal these Bylaws or any provision thereof, and may from time to time adopt additional Bylaws; provided, however, that the LRWRC may exercise this power only upon a two-thirds vote of all voting Members in office at a meeting duly called pursuant to Article Five hereinabove, and only to the extent any such amendment is consistent with the provisions of the Agreement and the laws of the State of Georgia. Amendments to these Bylaws shall be effective immediately upon their adoption unless a specific effective date is otherwise specified by the LRWRC.

ARTICLE TEN Miscellaneous Provisions

Section 10.01. Waiver of Notice. Whenever, under the provisions of applicable law or of the Agreement or of these Bylaws, any notice is required to be given to any Member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein and delivered to the LRWRC for inclusion in the minutes or filing with the official records, shall be equivalent to the giving of such notice. Additionally, the attendance of a Member at any meeting shall constitute a waiver of the notice of the meeting, except where the Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10.02. Non-Discrimination Policy. The LRWRC shall not discriminate on the basis of race, color,

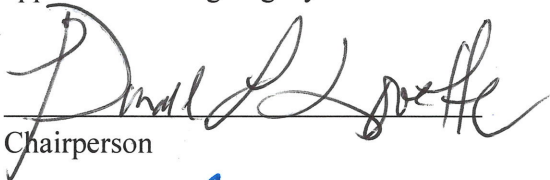
gender, national or ethnic origin, or any other unlawful purpose.

Section 10.03. Construction; Subject to Laws. These Bylaws shall be liberally construed to effect the purposes of the Agreement; provided, however, that the provisions hereof shall be subject to said Agreement and all valid and applicable laws of the State of Georgia, as now or hereafter amended, and if any provision of these Bylaws is found to be inconsistent with or contrary to said Agreement or any such valid laws, the latter shall be deemed to control and these Bylaws shall be deemed modified accordingly and, as so modified, to continue in full force and effect.

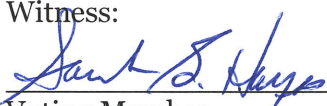

Section 10.04. Repeal of Prior Bylaws. These Bylaws shall constitute the official Bylaws of the LRWRC and any other Bylaws of the LRWRC existing on the date hereof are hereby repealed in their entirety and otherwise superseded.

Section 10.05. Effective Date. These Bylaws shall become effective as of the date set forth below.

The Liberty Regional Water Resources Council by a two-thirds vote of the voting membership adopted and approved the forgoing Bylaws in their entirety as of the 9th day of April, 2026.


Chairperson


Attest: Secretary

Witness:

Voting Member

Voting Member