

MAYOR
Allen Brown

CITY MANAGER
Kenneth Howard

CITY CLERK
Lia Jones

CITY ATTORNEY
Linnie Darden III



**MAYOR AND COUNCIL
REGULAR MEETING**

**AGENDA
3:00 PM
January 5, 2023
Council Chamber**

MAYOR PRO TEM
Keith Jenkins

COUNCIL MEMBERS
Diana Reid
Vicky Nelson
Jason R. Floyd
Karl A. Riles

1. INVOCATION

Pastor Hayes of New Day Community Church.

2. MINUTES

Approve the Minutes of the December 15, 2022 Council Meeting.

3. UNFINISHED BUSINESS

3.1. HAMPO CITIZENS ADVISORY COMMITTEE (CAC)

To Present for Mayor and Council Consideration, Make an Appointment to the Hinesville Area Metropolitan Planning Organization (HAMPO) Citizens Advisory Committee (CAC). These appointments are Made by Mayor and Council.

Action Item

3.2. AMEND MOBILE FOOD SERVICE ESTABLISHMENT ORDINANCE #2022-08

To Present for Mayor and Council Consideration, Amend Mobile Food Service Establishment Ordinance #2022-08 to Clarify that a Base of Operation is Allowed on all Properties Used for a Single-Family Dwelling. Third Reading.

Informational Item

4. PRESENTATIONS

4.1. MONTHLY CITY CONSTRUCTION PROJECTS UPDATE

To Present for Mayor and Council Consideration, Update of City Construction Projects.

Informational Item

5. PLANNING AND ZONING

5.1. DESIGN REVIEW FOR STORAGE BUILDING

To Present for Mayor and Council Consideration, Request by 404 Fraser Circle Holdings, LLC, for Design Approval for Storage Building. (District #1)

Action Item

6. PUBLIC HEARING

"Home for a Day or a Lifetime"

6.1. REZONING/PUD AMENDMENT #2022-067-H

To Present for Mayor and Council Consideration, Petition to Rezone 6.61 Acres of Land, More or Less, From C-3 (Highway Commercial District) to PUD (Planned Unit Development) for a Proposed Residential Neighborhood Comprised of Townhomes, Duplexes, or Single-Family Dwellings. The Property in the Amendment is Described as LTCM Parcel 040B-020. (District #4)

Action Item

6.2. REZONING/PUD AMENDMENT #2022-083-H

To Present for Mayor and Council Consideration, PUD Amendment for The Pointe at Villages on Marne Subdivision for a Reduction of Side Yard Building Setbacks from 7 ft to 5 ft. While Maintaining a 14 ft. Separation Between Residences. Property Further Described as LCTM-Parcel 026-002. (District #5)

Action Item

7. NEW BUSINESS

7.1. AMEND HOME OCCUPATIONS ORDINANCE #2022-09

To Present for Mayor and Council Consideration, Amend Home Occupations Ordinance #2022-09.

Informational Item

7.2. COMMERCIAL LEASE AGREEMENT #2023-01

To Present for Mayor and Council Consideration, Georgia Non-Profit Corporation LTOP of Mercy Food Ministry, Inc Commercial Lease Agreement #2023-01.

Action Item

7.3. 2022 EMERGENCY SOLUTIONS GRANT AWARD - RESOLUTION #2023-01

To Present for Mayor and Council Consideration, Ratification on the Submission of the 2022 DCA Emergency Solutions Grant Agreement.

Action Item

7.4. LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM - RESOLUTION #2023-02

To Present for Mayor and Council Consideration, Renewing the Memorandum of Agreement with the State of Georgia Agreeing to Participate in the Low-Income Household Water Assistance Program as a Home Water Supplier.

Action Item

8. BUSINESS LICENSE

8.1. MOBILE FOOD SERVICE ESTABLISHMENT REQUEST

To Present for Mayor and Council Consideration, Terrence Tyler of Bless 4 Less has Requested to Operate a Mobile Food Service Establishment.

Action Item

8.2. YR 2023 ALCOHOL BEVERAGE LICENSE RENEWALS

"Home for a Day or a Lifetime"

To Present for Mayor and Council Consideration, **Consumption on Premise:** Frozen Paradise Bar & Grill, Gatas Sports Bar & Grill, Kyoto GA Inc, and Yellow Bee. **Consumption off Premise:** BP Food Mart, Lucky's Food Mart, and Pit Stop.

Action Item

9. PUBLIC COMMENT
 - 9.1. PUBLIC COMMENT
10. MAYOR ALLEN BROWN
 - 10.1. MAYOR BROWN'S REPORT
11. COUNCILMEMBER RILES - DISTRICT 5
 - 11.1. COUNCILMEMBER RILES REPORT
12. COUNCILMEMBER JENKINS - DISTRICT 4
 - 12.1. MAYOR PRO TEM JENKINS REPORT
13. COUNCILMEMBER NELSON - DISTRICT 3
 - 13.1. COUNCILMEMBER NELSON'S REPORT
14. MAYOR PRO TEM FLOYD - DISTRICT 2
 - 14.1. COUNCILMEMBER FLOYD'S REPORT
15. COUNCILMEMBER REID - DISTRICT 1
 - 15.1. COUNCILMEMBER REID'S REPORT
16. CITY MANAGER KENNETH HOWARD
 - 16.1. CITY MANAGER'S REPORT
17. EXECUTIVE SESSION
 - 17.1. EXECUTIVE SESSION

To Hold an Executive Session to Discuss Real Estate Matters.

Informational Item

18. ADJOURN

"Home for a Day or a Lifetime"



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: HAMPO Citizens Advisory Committee (CAC)
Prepared by: Rose Kenner
Presented by: Kenneth Howard

PURPOSE: To inform Mayor and Council that an appointment needs to be made to replace Elaine Moore on the Hinesville Area Metropolitan Planning Organization (HAMPO) Citizens Advisory Committee (CAC).

BACKGROUND: Elaine Moore informed staff that she does not want to be reappointed to serve on the HAMPO Citizens Advisory Committee. Her appointment expired on December 31, 2022. The Citizens Advisory Committee appointments are for a two-year term and all appointments are made by Mayor and Council.

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

1. HAMPO Board Appointment Spreadsheet
2. HAMPO Citizens bylaws

PREVIOUS COUNCIL DISCUSSION:

STANDING
BOARDS/COMMISSIONS/AUTHORITIES
APPOINTEES

HAMPO Citizens Advisory Committee (CAC)							
APPOINTED BY	CURRENT APPOINTEES	RESIDES IN DISTRICT	TERMS SERVED	LENGTH OF TERM	TERM BEGAN	TERM EXPIRES	NOTES
Mayor and Council	Elaine Moore	3		2 Years	01/01/21	12/31/2022	
Mayor and Council	Marcello Page	1		2 Years	01/01/21	12/31/2024	
Mayor and Council	Curles Butler	4		2 Years	01/0/21	12/31/2024	
Mayor and Council	Cassidy Collins	2		2 Years	01/01/21	12/31/2024	



Hinesville Area Metropolitan Planning Organization

HAMPO

By-Laws: Citizens Advisory Committee

On December 10, 2020, the Policy Committee approved an amendment to the Citizens Advisory Committee to amend Article VI Policy Committee Bylaws to amend Article VI, Meetings, by deleting second Tuesday of every even numbered month and adding "second Thursday of every odd numbered month" as directed by the Policy Committee.

On February 11, 2021, the Policy Committee approved an amendment to the Citizens Advisory Committee Bylaws to add Article VIII, Meeting Remotely and Virtually, as directed by the Policy Committee.

Adopted: December 13, 2012
Amended: February 11, 2021

100 Main Street, Suite 7520
Phone: 912-408-2030

Hinesville, Georgia 31313
Fax: 912-408-2037

Jeff Ricketson, AICP, Executive Director

Chairman Donald Lovette, Policy Committee Chairman

Table of Contents

Name of the Committee	3
Purpose.....	3
Membership	3
Organizational Duties	4
Officers and Members Duties	4
Meetings.....	5
Amendments to By-laws	6
Meeting Remotely and Virtually.....	7
Resolution of Adoption.....	9

Prepared by the Hinesville Area Metropolitan Planning Organization (HAMPO), for more information regarding this document or any other HAMPO activity, please contact us at:

Hinesville Area Metropolitan Planning Organization
c/o Liberty Consolidated Planning Commission
100 Main Street, Suite 7520
Hinesville, Georgia 31313

Phone: (912) 408-2030 Fax: (912) 408-2037

Visit our website for the most up-to-date information and downloadable documents at www.thelcpc.org and click on the HAMPO tab.

ARTICLE I

Name of the Committee

The name of the organization shall be the Hinesville Area Metropolitan Planning Organization – Citizens Advisory Committee, hereinafter referred to as the Committee.

ARTICLE II

Purpose

The Citizens' Advisory Committee (CAC) of the Hinesville Area Metropolitan Planning Organization shall advise the Policy Committee on matters of public opinion from individual citizens and citizen groups regarding planned changes to the Transportation Improvement Plan, Unified Planning Work Program and the Long Range Transportation Plan as well as study findings and recommendations.

ARTICLE III

Membership

Membership in the Committee is made up of eighteen (18) individuals representing nine (9) local governments, Fort Stewart, Savannah Technical College and Armstrong Atlantic State University, Hinesville Campus. Members will serve without compensation.

Voting Members:

- Town of Allenhurst (1 member)
- City of Flemington (1 member)
- Town of Gum Branch (1 member)
- City of Hinesville (4 members)
- City of Midway (1 member)
- City of Riceboro (1 member)
- City of Walthourville (2 members)
- Liberty County (3 members)
- Long County (1 member)
- Representative, Fort Stewart (1 member)
- Representative, Savannah Technical College (1 member)
- Representative, Armstrong Atlantic State University, Hinesville Campus (1 member)

Membership appointments will be for a term of two (2) calendar years. Unexpired vacancies may be filled as they arise from appointments by the Policy Committee.

Any member in a position that has not been filled for a new term will continue in that position until such position is filled by the Policy Committee.

The number of members shall be eighteen (18). The Policy Committee will strive to have representation from all the member communities of the Hinesville Area Metropolitan Planning Organization.

Unless excused by the Chairperson, any member of the CAC having two consecutive (2) absences from regular meetings during a calendar year shall be removed from the Committee. If a member is in violation of the Committee's attendance policy when he/she is eligible for reappointment, the Chairperson shall send a letter to the Policy Committee recommending that the individual not be reappointed due to a lack of participation. Members are expected to attend regularly.

ARTICLE IV

Organizational Duties

- 1) The Citizens' Advisory Committee ensures that citizen participation in the transportation planning process will be met, in accordance with the HAMPO Participation Plan. The CAC functions as a public information and involvement committee. The CAC will participate in the review of social, economic, and environmental considerations that are essential for developing a viable transportation study for the area. The CAC, through establishment of various task forces, subcommittees, and stakeholder groups, and regular committee meetings, should participate in the following:
 - a) Review each year the work of the transportation study including the HAMPO Unified Planning Work Program (UPWP), the Transportation Improvement Plan (TIP), as well as the Metropolitan Transportation Plan (MTP).
 - b) Make recommendations as appropriate to the Policy Committee and the Technical Coordinating Committee regarding amendments to the items identified in the preceding paragraph.
 - c) Assess public opinion relative to the transportation study's activities with recommendations to the Policy and Technical Coordinating committees.

ARTICLE V

Officers and Members Duties

- 1) The CAC shall select a Chairperson and Vice-Chairperson at the first meeting of the calendar year when a quorum is present by simple majority vote. The term of Chairperson and Vice-Chairperson shall be for the calendar year. The Chairperson and the Vice-Chairperson may serve up to a maximum of three calendar years.
- 2) The Chairperson shall arrange and conduct all meetings of the Committee, appoint subcommittees to function on the behalf of the Committee and represent the Committee on the HAMPO Policy Committee as a non-voting member. The Chairperson shall act as official spokesperson for the CAC; however, this shall not abridge any individuals' rights to freedom of speech on their own behalf. The Chairperson shall have such powers as may be reasonably construed as belonging to the chief of executive of any organization.
- 3) The Vice-Chairperson shall act as Chairperson to conduct any meetings of the Committee in the absence of the Chairperson. This officer shall act on behalf of the Chairperson when requested to do so by the Chairperson. In the event of the absence or inability of the Chairperson to exercise

his/her duties, the Vice-Chairperson shall become acting Chairperson with all the rights, privileges and powers of a duly elected Chairperson, until such time as the Chairperson is able to resume the duties. The Vice-Chairperson or their designate shall represent the Committee on the HAMPO Technical Coordinating Committee as an ex-officio, non-voting member.

- 4) In the event of a vacancy in the office a Chairperson before completion of a term, the Vice-Chairperson shall automatically become Chairperson. If, at any time, the office of Vice-Chairperson becomes vacant, a new Vice-Chairperson shall be elected by a majority of the membership at the first meeting at which there is a vacancy, provided that a quorum is present.

ARTICLE VI

Meetings

- 1) The CAC shall meet on the second Thursday of every odd numbered month, beginning at 5:30 PM at the location as directed by the Policy Committee.
- 2) Meeting notices shall be e-mailed seven calendar days prior to the meeting outlining the planned agenda. Should there be no business to come before the committee, the officers, by agreement with the members, may cancel the meeting.
- 3) No action of the CAC will become official unless a quorum is present. A quorum shall be 50% of the appointed membership. Vacant memberships shall not be counted towards the quorum.
- 4) A majority vote of the members present shall be required for approval of any action taken by the CAC.
- 5) Special meetings, including special public meetings of this organization, may be called at the discretion of the Chairperson when it is deemed to be in the best interest of the organization. Also one-third (1/3) of the voting members of the HAMPO CAC may petition the Chairperson to call special meetings. Notice of any such meeting shall state the reasons that the meeting has been called, the business to be transacted, by whom the meeting is called, and the time and place of the meeting. The business discussed will be limited to that specified in the notice unless there is unanimous consent of all members present at such meeting.
- 6) The meetings of the Committee shall be conducted in accordance with the rules adopted by the Committee.
- 7) The agenda of the meetings of the HAMPO CAC shall be set by the Chairperson. A member may petition the Chairperson to place an item on the agenda at least seven (7) days before the schedule date for such meeting. The order of business at all regular meetings shall be at the discretion of the Chairperson. The agenda will include a public participation period.
- 8) Meetings are open to the public. Comments by the public are welcome and will be solicited through notices placed in available public media. Public comment at meetings is subject to the committee's rules of order.

ARTICLE VII

Amendments to By-laws

- 1) These By-laws are adopted pursuant to Article III of the Policy Committee By-laws and may be amended by the Policy Committee on its own or pursuant to recommendation of the CAC. The CAC shall be informed of any proposed amendments to these by-laws at the regularly scheduled meeting of the CAC prior to final consideration by the Policy Committee.
- 2) Motions to recommend modification to or repeal these By-laws may be made at any regularly scheduled meeting but any action with regard to such motion may not be taken until the next or subsequent regularly scheduled meeting. All members of the Policy Committee must be notified as soon as possible regarding such motion.
- 3) An affirmative vote by a simple majority of the full voting membership of the Policy Committee is required to recommend modifications to or repeal these By-laws.
- 4) Notwithstanding Section 1, Article VII, a motion to poll all members concerning the alteration or repeal of these By-laws may be made at any regular or special meeting of the Policy Committee provided that the meeting is called in accordance with these By-laws.
- 5) To approve the process of polling all of the members of the Policy Committee, an affirmative vote cast by at least two-thirds of the members in attendance is required.
- 6) Within sixty (60) days of the approval to poll the membership, the Policy Chairperson will conduct the poll in writing by mail. The number of members responding to the poll must constitute a quorum. A super majority of the respondents must vote affirmatively to recommend modifications to or repeal these By-laws.

ARTICLE VIII

Meeting Remotely and Virtually

- 1) In the event of public health or other public emergencies, in-person committee meetings will be suspended, and be held virtually via an online platform accessible to the general public.
- 2) Committee members may participate in virtual meetings with simultaneous live audio/video.
- 3) Proxy members will be identified at the start of committee meetings in a verbal roll call.
- 4) A quorum consists of a simple majority of the committee's members, who can vote on action items virtually by a verbal yes or no.
 - e. Nay votes will be documented by HAMPO staff,
 - f. Committee members will announce themselves when making or seconding a motion.
- 5) If committee members lose connection, the chairperson may call a brief recess while attempts are made to reconnect with the committee member.

- 6) Committee members will be provided with meeting materials digitally, with the general public receiving access to these materials via the HAMPO website.
- 7) Virtual committee meeting web-links and telephone access numbers will be published on meeting agendas and made available to the public on the HAMPO website. This method allows the general public to participate in the meeting, with a standing agenda item to receive comments from the public.
- 8) Public comments can be issued during MPO meetings, posted online, or submitted via telephone, email or U.S. Mail.
- 9) Comments received from the general public via telephone, email, U.S. Mail, or posted online, will be shared with the committee by HAMPO staff.

Resolution of Adoption

RESOLUTION BY THE HINESVILLE AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE ADOPTING COMMITTEE BYLAWS AS AMENDED

WHEREAS, on February 14, 2007 the U.S. DOT published the final rules incorporating changes to the Code of Federal Regulations due to the passage of the legislation, Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU) and now Moving Ahead for Progress in the 21st Century (MAP-21), and these require that the Metropolitan Planning Organization, in cooperation with participants in the planning process and others, develop and update as necessary the *Policy, Technical Coordinating and Citizens Advisory Committee Bylaws*; and,

WHEREAS, the Hinesville Area Metropolitan Planning Organization is the Metropolitan Planning Organization for the Hinesville urbanized area; and,

WHEREAS, the urban transportation planning regulations require that the product of a planning process be certified as in compliance with all applicable requirements of the law and regulations; and,

WHEREAS, the staff of the Hinesville Area Metropolitan Planning Organization and the Georgia Department of Transportation have reviewed the organization and activities of the planning process and found them to be in compliance with the requirements of the law and regulation; and,

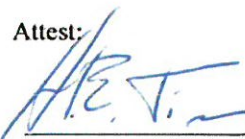
WHEREAS, the locally developed and adopted process for private sector participation has been followed in the development of the; and,

NOW, THEREFORE, BE IT RESOLVED that the Hinesville Area Metropolitan Planning Organization Policy Committee adopts the *Policy, Technical Coordinating and Citizens Advisory Committee Bylaws* as set forth in the documents attached to this Resolution;

BE IT FURTHER RESOLVED that the Hinesville Area Metropolitan Planning Organization Policy Committee finds that the requirements of applicable law and regulation regarding urban transportation planning have been met and authorizes the Executive Director of the Liberty Consolidated Planning Commission to execute a joint certification to this effect with the Georgia Department of Transportation, if necessary.

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Hinesville Area Metropolitan Planning Organization Policy Committee on December 13, 2012.

	
John D. McIver	H.E. "Sonny" Timmerman
Chair, HAMPO Policy Committee	Executive Director, Secretary
12-13-12 (date)	12/13/2012 (date)

Resolution of Amendment #1/2

RESOLUTION BY THE HINESVILLE AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE APPROVING AN AMENDMENT TO THE CITIZENS ADVISORY COMMITTEE BYLAWS

WHEREAS, the Hinesville Area Metropolitan Planning Organization (HAMPO) has been designated by the Governor of the State of Georgia as the metropolitan planning organization responsible for conducting transportation planning activities in the Hinesville urbanized area, which consists of urbanized Long County, Liberty County, Fort Stewart Military Reservation, the Town of Allenhurst, and the Cities of Flemington, Gum Branch, Hinesville, Midway, Riceboro and Walthourville; and

WHEREAS, the Federal Highway Administration and the Federal Transit Administration have reviewed the organization and activities of the planning process and certified them to be in conformance with the requirements of law and regulations; and

WHEREAS, the staff of the Hinesville Area Metropolitan Planning Organization and the Georgia Department of Transportation have reviewed the organization and activities of the planning process and found them to be in compliance with the requirements of the law and regulation; and,

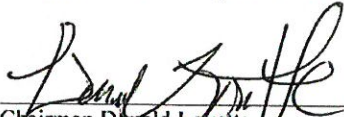
WHEREAS, the locally developed and adopted process for private sector participation has been followed in the development of the *Citizens Advisory Committee Bylaws*; and

NOW, THEREFORE BE IT RESOLVED that the Hinesville Area Metropolitan Planning Organization Policy Committee approves this amendment to the *Citizens Advisory Committee Bylaws* as set forth in the documents attached to this Resolution;

BE IT FURTHER RESOLVED that the Hinesville Area Metropolitan Planning Organization Policy Committee finds that the requirements of applicable law and regulation regarding urban transportation planning have been met and authorizes the Executive Director of the Liberty Consolidated Planning Commission to execute a joint certification to this effect with the Georgia Department of Transportation, if necessary.

CERTIFICATION

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Hinesville Area Metropolitan Planning Organization Policy Committee on February 11, 2021.


Chairman Donald Lovette
Chair, HAMPO Policy Committee

3/18/2021
Date

ATTEST:


Jeff Rickelson, AICP
Executive Director, LCPC/HAMPO

3/19/2021
Date



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023

Agenda Item: Amend Mobile Food Service Establishment Ordinance #2022-08

Prepared by: Lia Jones

Presented by: Kenneth Howard

PURPOSE: The purpose of this amendment is to clarify that a base of operation (a.k.a. “commissary”) is allowed **on all properties** used for a single-family dwelling. The ordinance in its current form does not specify which zones would allow a home-based base of operations. Rather than specify specific single-family zones, the LCPC recommends that home-based bases of operation be allowed on all properties used for a single-family dwelling, regardless of the zoning.

BACKGROUND: *C. Commissaries.* (4) A home-based location for a base of operation will be established with a Home-Based Business License issued by the City of Hinesville. A base of operation may be placed in an accessory building only in the following zoning districts with a waiver letter signed by the applicant’s attorney if applicable and approved by the Director of the Department of Inspections. R-1, R-2, R-3, and R-4. **Refer to revisions on Ordinance #2022-01 page 3.** Proposed Ordinance #2022-08 will be presented as an action item at the January 19, 2022 Council Meeting.

FUNDING: N/A

RECOMMENDATION: Approval

ATTACHMENTS:

1. Mobile Food Service Establishment Ordinance_draft 15
2. Coastal Courier Notice

PREVIOUS COUNCIL DISCUSSION: N/A

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HINESVILLE, GEORGIA, CHAPTER 9 – LICENSING AND BUSINESS REGULATIONS, ARTICLE IV – MISCELLANEOUS BUSINESS REGULATIONS TO ADD SEC. 9-108 MOBILE FOOD SERVICE ESTABLISHMENT REGULATIONS; TO REGULATE FOOD TRUCKS IN THE CITY OF HINESVILLE; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

WITNESSED:

Whereas, it is the purpose of this Article to protect the public health, safety and general welfare of individuals and the community at large; to establish uniform regulations for the operation of mobile food service units; and to enhance street- level economic opportunities within the City.

Whereas, this Article shall apply to the operation of all mobile food service units within the corporate limits of the City.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Hinesville, and it is hereby ordained by the authority of same, that the Ordinance and subsequent amendments regulating the operation of all mobile food service units for the City of Hinesville be amended as follows:

Chapter 9 – Licensing and Business Regulations

Article IV. Miscellaneous Business Regulations

Sec. 9-108 – Mobile Food Service Establishment Regulations

1. Definitions.

- A. *Base of Operation* means a food service establishment, or any other permitted location in which food, containers or supplies are kept, handled, prepared, packaged, stored, or placed in containers for subsequent transport, sale or service elsewhere. A base of operation may also be called a commissary.
- B. *Food Truck Park* means a privately-owned parcel of land where three or more mobile food service establishments that are limited to the sale of food and non-alcoholic beverages to the public are congregated. Participants in a food truck park may share required facilities as needed such as toilet facilities or trash receptacles,

as permitted by the Department of Public Health.

- C. *Mobile Food Service Establishment* means a trailer, pushcart, vehicle vendor or any other similar conveyance operating as an extension of and under the managerial authority of the license holder of its permitted base of operation. This definition encompasses all mobile food service establishments, with the exception of pushcarts. The mobile food service establishment is accessory to the base of operation, which is the location of the business.
- D. *Pushcart* means a human propelled, self-contained, enclosed food service cart.

2. Approvals and Licensing.

- A. *In general.* No person shall operate a mobile food service establishment within the corporate limits of the City without first obtaining the proper licenses and/or permits from the state, county, and City of Hinesville. Mobile Food Service Establishment operators shall at all times comply with the provisions of this Article and all other applicable local, state and federal laws, regulations or rules. All approvals will be issued annually based on the calendar year. No approval issued under this Article may be prorated, transferred, or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.
- B. *Specific requirements.* Any person intending to operate a mobile food service establishment within the corporate limits of the City of Hinesville shall obtain, prior to commencing operation:
 - 1. All permits as may be required to operate a mobile food service establishment by the state, including the Department of Public Health of Liberty County.
 - 2. A City of Hinesville Mobile Food Service Establishment License.
- C. *Commissaries.* All mobile food service establishments must first establish a base of operation before application to operate a mobile food service establishment.
 - 1. A commercial location for a base of operation will be established with a Business License issued by the City of Hinesville. A base of operation is permitted by right in the following zoning districts: C-1, C-2, C-3, D-D, O-I, O-C, or L-I.
 - 2. As directed by the Department of Public Health, no two Mobile Food Service Establishments may share a base of operation. Each establishment requires a dedicated space as decided by the Department of Public Health.

3. ~~A home-based location for a base of operation will be established with a home-based business license issued by the City of Hinesville. A base of operation may be placed in an accessory building only in the following zoning districts with a waiver letter signed by the applicant's attorney if applicable and approved by the Director of the Department of Inspections. R-1, R-2, R-3, and R-4.~~ **The base of operations for a home based mobile food service establishment may only be placed in an accessory building on a property for which the principal use is a single-family dwelling provided that a certificate signed by the applicant's attorney in accordance with section 607(6) of article VI of the Zoning Ordinance and approved by the Director of Inspections; A home-based business license issued by the City of Hinesville shall be obtained in accordance with section 2(A) and (B) of this chapter.**
4. A base of operation may be located outside the city limits of Hinesville. Proof of compliance with local laws shall be required.

D. *Mobile Food Service Establishment License Application.* Applicants seeking mobile food service establishment license approval shall submit an application for such approval to the City Clerk or Designee. Such application shall include, at a minimum:

1. The mobile food service establishment license application as distributed by the Business License Department, which includes;
 - a. The name, address, telephone number, and email address of the mobile food service establishment's owner(s) of record. If the owner is a non-natural person, a human point of contact will be identified;
 - b. Information identifying the mobile service unit including, its make, model and license plate number, together with a photograph of the mobile food service establishment;
 - c. The corporate and, where applicable, trade name of the base of operation associated with the mobile food service establishment;
 - d. A listing of operating locations, schedule for operation, and hours of operation for each site on which the mobile food service establishment intends to conduct business;
 - e. Signatures from the owners of the properties on which the truck intends to operate.
 - f. A listing of Mobile Food Service Establishment operators who will be driving the vehicle and copies of their driver's license. Applicants will

be responsible for notifying the Business License Office when there is a change in driver or driver's license status.

2. A copy of the base of operation's approved business license from the appropriate governing authority. Where the base of operation is located outside Liberty County, the applicant shall provide evidence of compliance with that district's requirements.
3. A copy of the approved permit and inspection certificate for the base of operation issued by the applicable Department of Public Health;
4. A legible site plan to include distance for each location illustrating the location of the mobile food service establishment, required queue space, and any outdoor seating;
5. A non-refundable application fee paid to the City of Hinesville as set forth in the Fee Schedule.

3. Grant or Denial of Application

Review and consideration of an application shall be conducted in accordance with principles of due process. Approval is conditional upon the applicant's compliance with applicable local, state, or federal laws.

4. Operational Requirements and Provisions

- A. Mobile food service establishments shall not conduct business within the public right-of-way, with the exception of special events recognized by the City of Hinesville for which the mobile food service establishment has received pre-approval from the City Manager.
- B. Mobile food service establishments shall not operate on private property without written consent from the property owner.
- C. Mobile food service establishments shall comply with all applicable grease interceptor standards.
- D. The Department of Public Health mobile food service establishment permit, together with all applicable health certificates, including food inspection reports, pertaining to the units, shall be firmly attached in a prominent location, which shall be plainly visible to the public at all times the mobile food service establishment is conducting business.

- E. Any driver of a mobile food service establishment must possess a valid driver's license.
- F. Mobile food service establishments may conduct business only within the zones designated for such activity as listed here: C-1, C-2, C-3, D-D, O-I, O-C, and all Residential Districts with special permit uses.
- G. A mobile food service establishment court may be located only in D-D, C-1, C-2, or C-3 zoning districts.
- H. When conducting business, mobile food service establishments shall provide no less than nine feet of unobstructed horizontal pedestrian clearance on private property, as measured from the main service window.
- I. Mobile food service establishments may only park in pre-approved locations when not in operation as indicated on the mobile food service establishment license application.
- J. Mobile food service establishments shall comply with all applicable local, state, and federal health and safety laws, regulations and rules.
- K. Mobile food service establishments may place one temporary sandwich board not greater than 16 ft² in area for advertisement purposes and not more than four feet from the main service window.
- L. Mobile food service establishments may not conduct business within 200 feet of a brick-and-mortar restaurant as measured from the main entrance of the restaurant to the main service window of the mobile food service establishment. Mobile food service establishments within a food court are exempted from this restriction.
- M. Mobile food service establishments may not conduct business in a manner that blocks or impedes pedestrian or vehicular traffic, with the exception of special events recognized by the City of Hinesville.
- N. Mobile food service establishments may not conduct business with any person who is seated in a motor vehicle.
- O. No more than two mobile food service establishments may operate independently on a single property, with the exception of special events recognized by the City of Hinesville.
- P. Pushcarts are not permitted by right under this ordinance and may only be used for special events with the express permission of the City Manager as well as approval from the Department of Public Health.
- Q. Toilet Facilities – adequate access for employees to toilet facilities within 200 feet is

required for all mobile food service establishments. See Georgia Department of Public Health 511-6-1.06(2)(h).

- R. The City Council may permit licensed mobile food service establishments to operate at special events regardless of zoning.
- S. Mobile and temporary cooking operations shall not block any required exits, fire department access roads, fire lanes, fire hydrants, fire department connections to automatic sprinkler and standpipes or other fire protection devices and equipment.
- T. Mobile and temporary cooking operations shall be separated from buildings or structures, combustible materials, vehicles and other cooking operations by a minimum of 10 feet and at least 20 feet from tents and other membrane structures.
- U. Covers shall be installed on fryers to prevent cooking oil from spilling while mobile food vehicle is in motion.
- V. Any mobile food service establishment using solid fuel cooking appliances (wood, charcoal, etc.) with a fire box of 5 cubic feet or less, must provide either a 1.6-Gal Class K extinguisher or a water extinguisher, in addition to a Class 2-A 10BC ABC extinguisher.

5. Mobile food service establishment parks

- A. A mobile food service establishment park may be established on a privately-owned commercial property zoned C-1, C-2, C-3, or D-D on a property no less than 30,000 square feet.
- B. Mobile food service establishments in a food truck park may share toilet facilities, parking spaces, outdoor temporary/permanent seating, trash receptacles, and other facilities as approved by the Department of Public Health.
- C. A mobile food service establishment park site plan showing paved access and adequate off-street parking shall be submitted to the LCPC for review. The minimum number of designated parking spots required for a mobile food service establishment park shall be four per mobile food service establishment.

6. Trash

- A. Each mobile food service establishment shall provide a suitably sized receptacle for

trash, which shall be located within ten feet of the service window of the unit. It shall be maintained and regularly emptied. All waste generated by the mobile food service establishment's operation, including that associated with its customers and staff, must be disposed of at the base of operation or another approved location.

- B. The area within which a mobile food service establishment operates shall, at all times, be kept clean and free from trash, garbage, rubble and debris. For purposes of this Section, a mobile food service establishment shall be responsible for operating in a safe and hygienic space to conduct business.

7. Fire Safety

To minimize the threat to public safety posed by fire, the following apply:

- A. *Combustible gas detector.* Prior to the operation of any combustible gas-fueled appliances, all visible connections shall be inspected for leakage utilizing a combustible gas detector. Detected leaks shall be repaired before any gas-fueled appliance is operated.
- B. *Liquid Propane Systems.* Propane and natural gas tanks shall be shut off while the mobile food vehicle is in motion, unless the tank is equipped with an impact detection shut off device approved by the U.S. DOT. Propane and natural gas tanks must always be shut off while the vehicle is unattended and/or in overnight storage. Mounted tanks must be secure (NFPA 58 5.2.4) and conform with NFPA standards relating to the safe mounting of tanks as described in NFPA 58 6.23.3.3. and be capable of withstanding impact requirements as required by the NFPA (NFPA 58 6.23.3.4.).
- C. *Portable fire extinguishers.* All mobile food service establishments shall be equipped with a readily accessible multipurpose dry chemical portable fire extinguisher with a minimum rating of 2A 10BC. All mobile food service establishments utilizing fats or cooking oils, including those that produce grease, grease laden vapors or oily byproducts, shall, in addition to the ABC fire extinguisher, be equipped with a readily accessible Class K portable fire extinguisher. All required fire extinguishers shall be maintained in compliance with National Fire Protection Association 10, as amended.
- D. *Operations prior to set up.* Propane and natural gas tanks shall be shut off while the mobile food vehicle is in motion, unless the tank is equipped with an impact detection shut off device approved by the U.S. DOT. Mobile food service establishments are

prohibited from igniting, starting or operating any cooking appliances requiring heat, electricity or combustible gases while traveling upon any street, road or highway. Food warming or hot holding appliances are exempt from this requirement.

- E. *Exhaust creating nuisance.* Emission of exhaust gases or smoke shall not be handled in such a manner as to constitute a nuisance, pursuant to section 11.7 of the ordinance.
- F. *Hood cleaning and maintenance.* Mobile food service establishments shall be maintained and regularly cleaned to minimize the buildup of grease and other combustible residues. This includes all interior and exterior surfaces upon which grease can or may accumulate including, but not limited to, hold filter surfaces, plenums, ducts, exhaust fans and exterior cowling.
- G. *Fire suppression system inspections.* All mobile food service establishment fire suppression systems shall be inspected and maintained in accordance with the applicable provisions of the National Fire Protection Association. The system shall be tagged in accordance with the Rules and Regulations of the Georgia Safety Fire Commissioner.
- H. Liquified petroleum gas systems on mobile food vehicles and temporary cooking operations shall comply with the currently adopted IFC Section 319+.8 and Chapter 61, NFPA 5 and Chapter 120-3-6.
- I. A listed LP gas alarm shall be installed within the vehicle in the vicinity of LP gas system components, in accordance with the manufacturer's instructions per IFC Section 319.8.5.
- J. A shutoff valve shall be readily accessible and identified with a sign permanently affixed to the vehicle in reflective decal material with letters a minimum of two (2) inches.
- K. Fabric awnings, if present, shall be fire rated to comply with IFC Section 3104 and NFPA 701. Mobile food service operators shall provide documentation or remove fabric awning.

8. Generators

- A. Generators shall be in safe working condition and properly grounded.
- B. Non-permanently mounted generators shall be located at least 25 feet from combustibles or public gathering areas.
- C. Generators shall not be refueled when generator is in operation or within 20 feet of the mobile food vehicle.

- D. Generators shall not be operated within 20 feet of tents or other membrane structures.
- E. Should generators be mounted in a storage compartment on the mobile food vehicle, the generator must be vented to the exterior to prevent fumes from entering the mobile food vehicle.

9. Enforcement and Sanctions

- A. Mobile Food Services Establishments shall be inspected by the Fire Marshall, City Inspector or other duly empowered officer for compliance with this ordinance.
- B. To ensure the continued application of the intent and purpose of this Article, the City Manager shall notify the owner(s) and operator(s) and, where applicable, the Department of Public Health, of all instances in which a citation is issued to a mobile food service establishment.
- C. The City Clerk or designee shall be responsible for maintenance of all code violation charges, founded accusations and convictions concerning mobile food service establishments. When a mobile food service establishment owner or operator accumulates three code violations for a particular mobile food service unit within a period of twelve consecutive months, the City shall revoke the mobile food service establishment's license and reject all applications for mobile food service establishment license approval by the concerned owner(s) and operator(s) for a period of twelve consecutive months following the date of revocation.
- D. If a mobile food service establishment owner or operator has been cited for and found to be in violation of any zoning, health or life safety code provision, the owner or operator must demonstrate compliance with the applicable code prior to being eligible to continue operations under the current approval.
- E. Violations of this Article are subject to the following sanctions, which may not be waived or reduced, and which may be combined with any other legal remedy available to the City:
 - 1. First violation: \$500
 - 2. Second violation within 12 months of the first: \$750
 - 3. Third violation within 12 months of the first: \$1,000 and revocation of the Mobile food service establishment license. Mobile food service establishment license approvals will be revoked for the remainder of the calendar year.

- F. Nothing in this section shall limit the City from enforcement of its code, state or federal law by any other legal remedy available to the City. Nothing in this section shall be construed to limit or supplant the power of any City inspector, Fire marshal or other duly empowered officer under the City's ordinances, rules and regulations or the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from operation of a mobile food service establishment as a nuisance, including abatement thereof by lawful means.

Girls Empowering for Success, Inc., who participated in this year's program. "It also allowed nonprofit leaders time to converse with others and hear how they too were dealing with various issues. These resources will be very useful moving forward."

The program framework was designed by the BIPOC Leadership Council: Alicia Johnson, executive director of Step Up Savannah; Cheri Dean, vice president of Direct Services with United Way of the Coastal Empire; Desti-

Education, Inc., along with United Way Community Investments staff.

"As a new nonprofit, I value this amazing learning experience to support our foundation, to encourage best practices, and to ensure our sustainability," said Carla B. Simmons, executive director and founder of

The Spei-Well Foundation, Inc. and one of the BIPOC Nonprofit Leadership Symposium participants.

"One of the strengths of Savannah's BIPOC nonprofit community is their

vision services to the Savannah community," said Dei Bharath, assistant professor of public administration at Savannah State University and one of the BIPOC Nonprofit Leaders.

YOU ARE HERE

Liberty County C
Judge of the Supe
GIA vs. LIBERTY
EAST 1 LLC, in t
confirm and valid
er") of its single d
Authority Taxable
Project), Series 20
Issuer is authorize
12, 2022 (the "Bo
Liberty County, G
gia 31320, identifi
imately 650,000 sq
"Leased Land"), a
(the "Lessed Impe
or building equip
the Leased Improv
of doubt, the Proj
erty. The Project is
a Delaware limited
(the "Lease"), in o
try within the Cor
the validity of inst
other questions of
to provide the sec
Issuer, payable fro
able from taxes or
shall be conducted
residing in Liberty
object, may interv

CITY OF HINESVILLE NOTICE

A proposed Ordinance #2022-08, to amend the Code of the City of Hinesville, Georgia, Chapter 9 - Licensing and Business Regulations, Article IV - Miscellaneous Business Regulations, Section 9-108 Mobile Food Service Establishment Regulations; Section 2. Approvals and Licensing. C. Commissaries. Section 3. The base of operations for a home based mobile food service establishment may only be placed in an accessory building on a property for which the principal use is a single-family dwelling and approved by the Director of Inspections; A home-based business license issued by the City of Hinesville shall be obtained in accordance with Section 2(A) and (B) of this chapter; to Provide an Adoption Date; to Provide an Effective Date; and for Other Purposes Allowed by Law, is available for public review in the City Clerk's Office, Monday through Friday between 8:00 a.m. and 5:00 p.m., at City Hall, 115 East M. L. King Jr., Drive, Hinesville, Georgia 31313.

This Ordinance will be presented to Mayor and Council as an informational item at the regular scheduled City Council Meeting to be held on January 5, 2023 and presented as an action item at the regular scheduled City Council Meeting to be held on January 19, 2023 in the City Hall Council Chamber, located at 115 East M.L. King Jr. Drive at 3:00 p.m.

All interested citizens are invited to attend.



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Monthly City Construction Projects Update
Prepared by: Christy Deloach
Presented by: Ryan Arnold

PURPOSE: Update of City Construction Projects.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. Construction Updates 01.05

PREVIOUS COUNCIL DISCUSSION:



Construction Project Updates

Ryan Arnold, Assistant City Manager
01.05.23



HFD Fire Station 1











Current Status:

Exterior masonry, installation of
2nd floor roofing.

Two weeks look ahead:

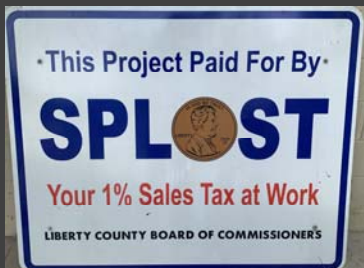
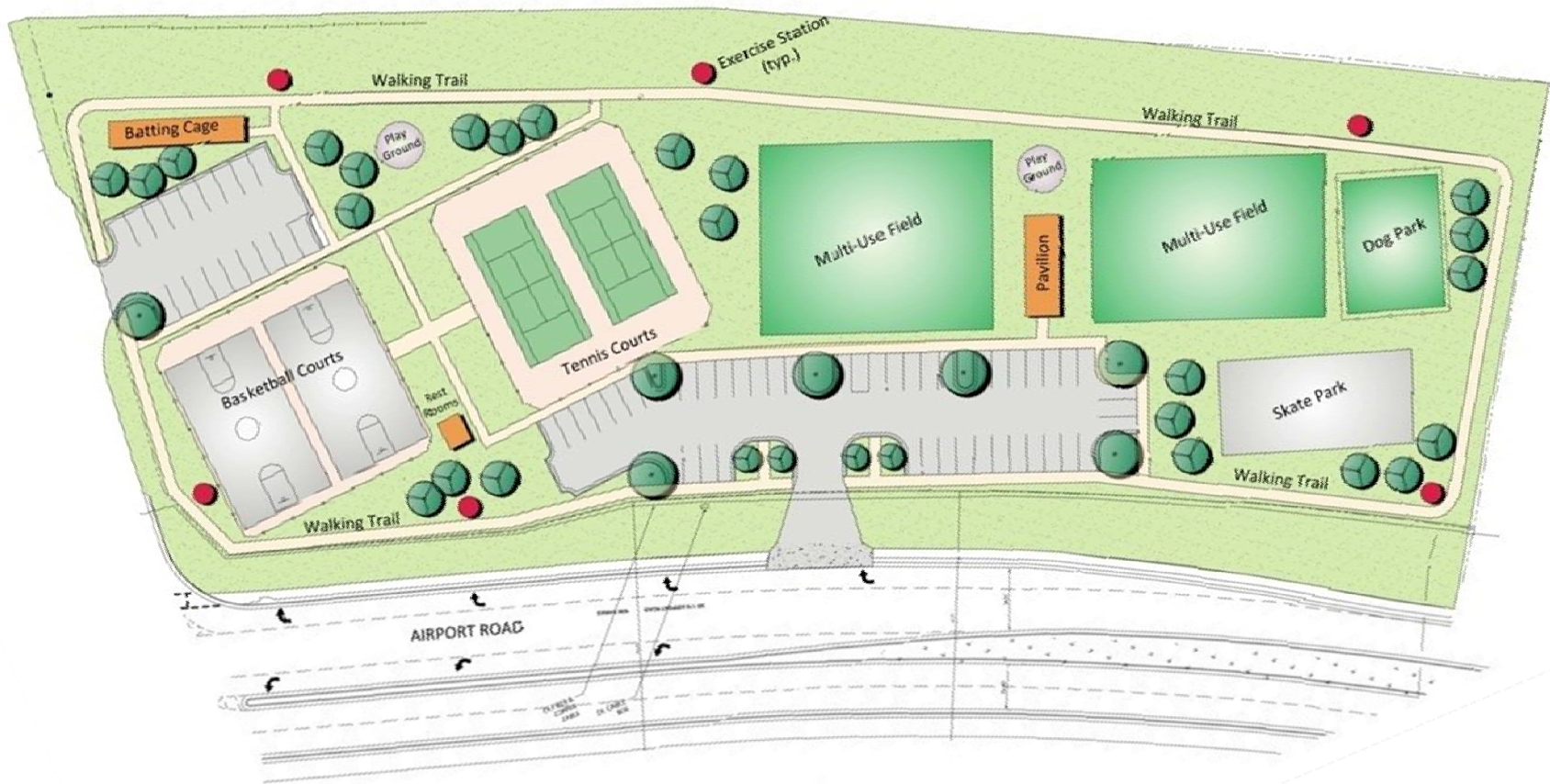
Continue Exterior masonry,
Begin 1st floor MEP
Brick 1st floor West Wall

Delays with project:

none noted

Anticipated completion date:

April, 2023



Krebs Park



Current Status: Pending underground utility installation

Two weeks look ahead: Utility installation

Delays with project: Pending site revision for skate park

Anticipated completion date: February 2023



Small Business Incubator





Current Status: Beginning phase II Site Work

Two weeks look ahead: Complete phase II site work including parking lot

Delays with project: 7 month delay in receiving rooftop HVAC units. On November 29, 2022 contractor received notice that the units would not be in production until February 2023 due to component shortages and the manufacture retooling production to meet 2023 energy standards.

Anticipated completion date: April 2023



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023

Agenda Item: Design Review for Storage Building

Prepared by: Mardee Sanchez

Presented by: Mardee Sanchez

PURPOSE: Request by 404 Fraser Circle Holdings, LLC, for Design Approval for Storage Building. (District #1)

BACKGROUND: This parcel and the adjacent parcel are used as a self-storage facility. There is an existing concrete slab that will be replaced in nearly the same location and upon which a new storage building is proposed to be constructed. It will match the style of other existing long storage buildings at this facility.

On December 15th, the Design Review Board met and recommended approval of this building.

FUNDING: None

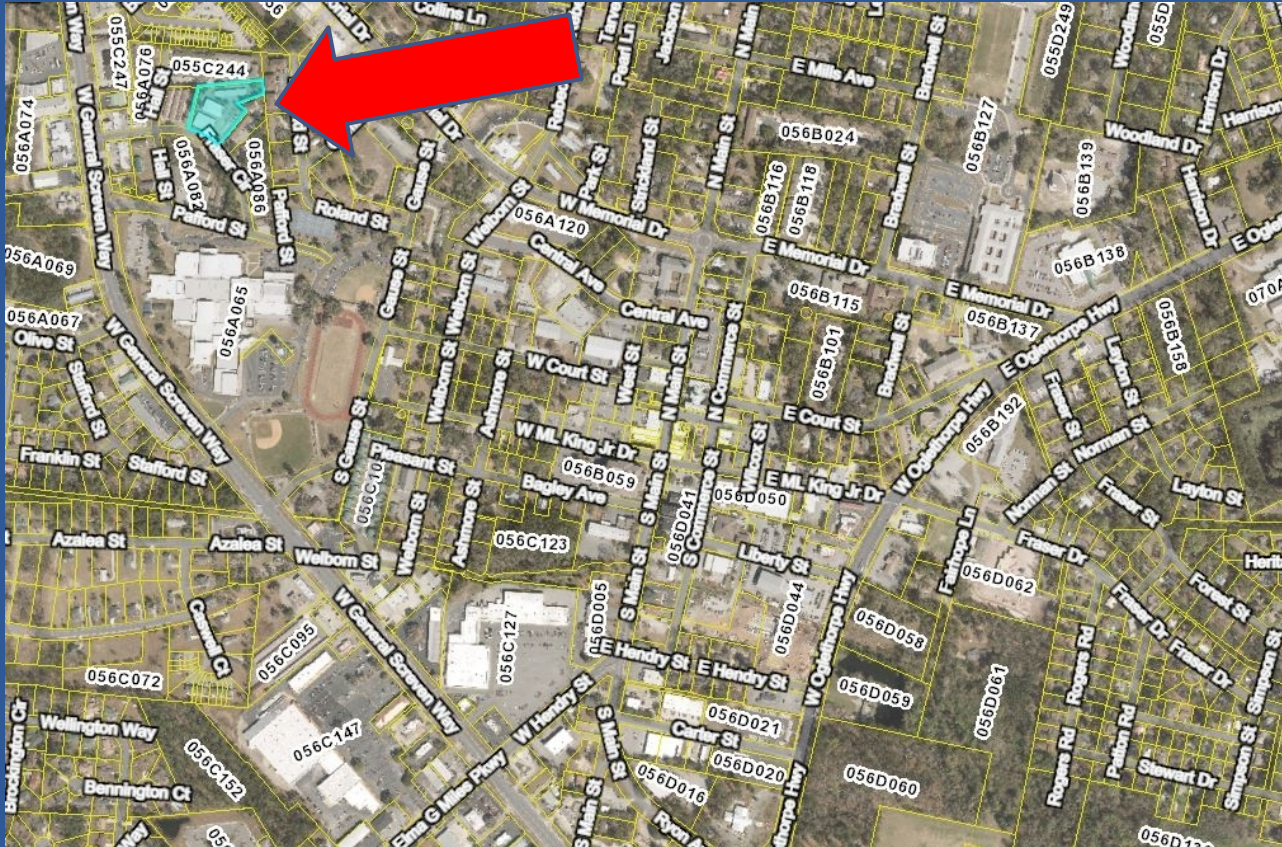
RECOMMENDATION: Approval of the storage building at 404 Fraser Circle.

ATTACHMENTS:

1. Storage Building

PREVIOUS COUNCIL DISCUSSION:

Design Review New Storage Building 404 Fraser Circle



Owner:
404 Fraser Circle Holdings, LLC

Engineer:
TR Long Engineering

Subject Property



Existing Metal Buildings



Existing Slab

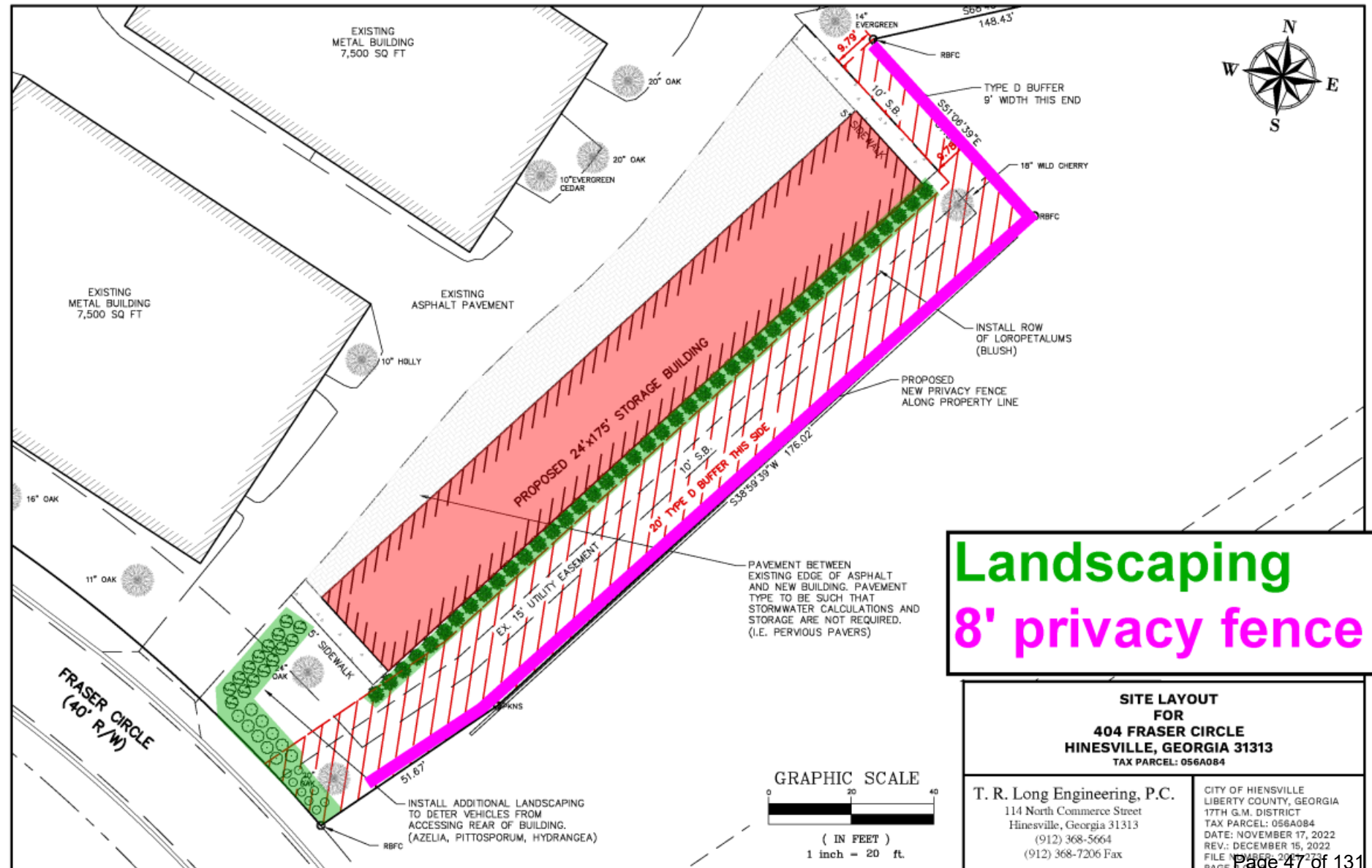


Adjacent Apartments





Landscaping



Perspective from Fraser Circle



1 PERSPECTIVE VIEW FROM FRASER CIRCLE (2)

Perspective from Fraser Circle



Front Elevation Facing Metal Buildings



3 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"

Back Elevation Facing Apartments (*doesn't include landscaping*)



5 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"



4 EXTERIOR ELEVATION - TYPICAL SIDE
1/8" = 1'-0"

Side Elevation (*both ends*)

Existing Storage Building



Existing Storage Building



Design Review Board Recommendation

APPROVAL

New storage building at
400 Fraser Circle





City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023

Agenda Item: Rezoning/PUD Amendment #2022-067-H

Prepared by: Maggie Wright

Presented by: Jeff Ricketson

PURPOSE: Request by Salt Creek Ventures, LLC (Owner: Terry J. Wheeler) to Rezone 6.61 Acres of Land, More or Less, From C-3 (Highway Commercial District) to PUD (Planned Unit Development District) for a Proposed Residential Neighborhood Comprised of Townhomes, Duplexes, or Single-Family Dwellings, This Will be Made Part of the Already Established PUD on LCTM Parcel 039D-006. Property for This PUD Amendment is Described as LCTM Parcel 040B-020.

BACKGROUND: This PUD Amendment Will Be Made Part of the Already Established PUD on LCTM Parcel 039D-006.

FUNDING: N/A

RECOMMENDATION: October 18, 2022. LCPC Commissioners recommended APPROVAL with standard conditions

ATTACHMENTS:

1. PUD Amendment 2022-067-H

PREVIOUS COUNCIL DISCUSSION: Tabled at the November 3, 2022 Hinesville City Council Meeting.

Rezoning Petition 2022-067-H

Request by Salt Creek Ventures, LLC. owner (Amanda Sikes), to rezone 6.61 acres of land, more or less, from C-3 (Highway Commercial District) to PUD (Planned Unit Development District) for a proposed residential neighborhood comprised of townhomes, duplexes or single-family dwellings. This PUD amendment will be made part of the already established PUD on LCTM-Parcel 039D-006. The development will consist of a maximum of 47 dwelling units. Property for the PUD amendment is described as LCTM-Parcel 040B-020.

Public Notification

gpn 13

CONDITIONAL USE 2022-062-H

A REQUEST WAS SUBMITTED BY SIMLEY-HORN AND ASSOCIATES, INC., APPLICANT, ON BEHALF OF LAUREL VIEW PROPERTIES, LLC, OWNER, TO BE ALLOWED TO OPERATE A CONVENIENCE STORE/GAS STATION AT THE SOUTHEAST QUADRANT OF INTERSTATE 55 AND ISLANDS HIGHWAY. THIS DEVELOPMENT ALSO PROPOSES A SMALL TRUCK PARKING AREA (12 SPACES) AND TRUCK DIESEL PUMPS. PROPERTIES TO BE DEVELOPED ARE FURTHER DESCRIBED AS LCTM-PARCELS 265-040, 265-041, AND 265-042. MAJORITY OF THE DEVELOPMENT AREA IS LOCATED IN MIDWAY AREA IN UNINCORPORATED LIBERTY COUNTY, THAT IS ALSO PART OF THIS DEVELOPMENT. IS ALREADY ZONED CORRECTLY AS B-2 (GENERAL COMMERCIAL). PROPERTIES ARE BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY ISLANDS HIGHWAY; **EAST** AND **SOUTH** BY OTHER LANDS OF LAUREL VIEW PROPERTIES, LLC; **WEST** BY INTERSTATE 55.

REZONING PETITION

2022-065-GB
A PETITION WAS SUBMITTED BY LIL QUICKY, LLC (JUSTIN WEBB), PROPERTY OWNER, TO REZONE 1.00 ACRES OF LAND, MORE OR LESS, FROM A-1 (AGRICULTURAL RESIDENTIAL DISTRICT) TO B-2 (GENERAL COMMERCIAL DISTRICTS) TO PLACE AN ICE MACHINE AND HAVE A SMALL RETAIL STORE ON PROPERTY ON HWY 196 WEST. PROPERTY IS FURTHER DESCRIBED AS LCTM-PARCEL 022-001 (PORTION THEREOF). PROPERTY TO BE REZONED IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** AND **WEST** BY LANDS OF RBW PROPERTIES, LLC; **EAST** BY HIGHWAY 196 WEST; **SOUTH** BY LANDS OF ALSEN, NIA KOCKIES MINNUS.

REZONING PETITION

2022-066-LC
A PETITION WAS SUBMITTED BY WALTHOURVILLE PROPERTIES, LLC, PROPERTY OWNER, TO REZONE 150 ACRES OF LAND, MORE OR LESS, FROM A-1 (AGRICULTURAL DISTRICT) TO R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT LOCATED ON BILL CARTER ROAD AND LEWIS FRASER ROAD. PROPERTY IS FURTHER DESCRIBED AS LCTM-PARCEL 141-004 AND BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF ERNEST A. LENNON AND ROSEMARY DUVERNEY; LAUREN F. SMITH, GLORIA BROWN AND JAMES AND SANDRA F. SIMMONS; **EAST** BY BILL CARTER ROAD AND BY LANDS OF HARRY AND JENNIFER NEWSOME AND NATHAN SIMMONS; **SOUTH** BY LEWIS FRASER ROAD AND LANDS OF G.F. DUNCAN, LLC; **WEST** BY LANDS OF ST. GEORGE TIMBERLAND HOLDINGS.

REZONING PETITION/PUD

AMENDMENT 2022-067-H
A PETITION WAS SUBMITTED BY SALT CREEK VENTURES, LLC, PROPERTY OWNER TO REZONE 6.61 ACRES OF LAND, MORE OR LESS, FROM C-3 (HIGHWAY COMMERCIAL DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) FOR A PROPOSED RESIDENTIAL NEIGHBORHOOD COMPRISED OF TOWNHOMES, DUPLEXES OR SINGLE-FAMILY DWELLINGS. THIS PUD AMENDMENT WILL BE MADE PART OF THE ALREADY ESTABLISHED PUD ON LCTM PARCEL 0390-006. PROPERTY FOR THE PUD AMENDMENT IS DESCRIBED AS LCTM-PARCEL 0408-020. THIS PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF SIMCOE AT MOSSWOOD, LLC; **EAST** BY LANDS OF VON ZANDER FLETCHER LLC, ROBERT L. AND LISA A. JONES, WILLIAM PARKS, CARMEN C. LABOY, SELOM K. ADONU, WAYFAIR PROPERTIES LLC, BONIFACE AND ALICIA A. DUFFY, KENNETH L. AND SHEILA HOMPSON AND ROBIN G. WYBALLE; **SOUTH** BY LANDS OF HOUSE OF PRAYER CHRISTIAN CHURCHES; **WEST** BY AIRPORT ROAD.

VARIANCE 2022-068-H

A REQUEST WAS SUBMITTED BY COMMERCE STREET HOLDINGS, JOSH WHEELER, OWNER, TO BE ALLOWED TO USE GRAVEL SURFACE PARKING INSTEAD OF PAVING OF THE PARKING SPACES AS REQUIRED PER ORDINANCE. PROPERTY IS LOCATED AT THE INTERSECTION OF W. MEMORIAL DRIVE AND N. MAIN STREET FOR A PROPOSED FOOD TRUCK PARK. PROPERTIES ARE FURTHER

DESCRIBED AS LCTM-PARCELS 0568-015 AND 0568-017. PROPERTIES ARE BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF J & M TOWN HOLDINGS LLC; **EAST** BY N. MAIN STREET; **WEST** BY LANDS OF JACK HOLDINGS LLC AND THE MICHAEL E. BRYANT LIFE TRUST; **SOUTH** BY W. MEMORIAL DRIVE.

PUD AMENDMENT 2022-069-H

A PUD AMENDMENT WAS SUBMITTED BY DRYDEN ENTERPRISES, INC. (CLAUDE DRYDEN), OWNER, TO REQUEST A REVISION OF THE ORIGINAL CHEROKEE STATION PUD REGARDING THE COMMUNITY AMENITY AREA. ORIGINALLY, THE COMMON AREA CONSISTED OF LOTS 239, 240 AND 241 AND INCLUDED A POOL, PLAYGROUND AND A PARKING AREA FOR 20 VEHICLES. WITH THIS PROPOSED REVISION, THE COMMON AREA IS RELOCATED TO LOT 328 (PHASE 3). THE NEW AMENITY AREA CONSISTS OF A PAVILION AND A PLAYGROUND. ADDITIONALLY, ADJACENT COMMON AREA TO LOT 328 CONSISTS OF 2.5 ACRE AREA WITH A LOOPED WALKING TRAIL. PROPERTY IS LOCATED IN CHEROKEE STATION SUBDIVISION, PHASE 3A, AND IS FURTHER DESCRIBED AS LCTM-PARCEL 061-002 (SMALL PORTION THEREOF). PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** AND **EAST** BY LANDS OF NOEL J. OSTEN, ETAL; **SOUTH** OF THE NORTHERN PROPERTY LINE. PROPERTY IS BOUNDED BY LANDS OF DRYDEN ENTERPRISES INC. ZHAO ZHU, YUKTUNG AND FANG YAND WA, LEONARDO AND BRUNY I FIG RO LOPEZ-MARTINEZ, EZEKIEL CARTER, DJAVAD AND LIN KHAN-MAMEDOV, NIEVES MIRCOE E. CRUZ, CHRISTIAN CRUZ J. HERNANDEZ, LISANNE G. HARRISON, FRANK M. HOLIDAY, MICHELLE R. AND TAMARA D. BUNGY, NATHAN MCC. BETH, ERANA DORSEY, MARCEL LUS AND JALAYA ADAMS; **SOUTH** OF THE SOUTHERN PROPERTY LINE. PROPERTY IS BOUNDED BY LANDS OF JOHN W. AND SARAH HODGES, D. C. MILLER TRUST AND JESUS M. A. AND KARLA PATRICIA A. MADR ROMERO AND RAIL ROAD; **WEST** BY LANDS OF KEMOEN GORDON AND MALCOLM MARTIN WILLIAMS, KYLIE AND KYLIE SUTTON, MYKELLY E. PRIDE, MATHEW AND AMANDA KAY FETZER TAYLOR, JAZMIN A. AND RICHARD J. RUBA CHAVEZ SANCHEZ, DAVID E. AND DENISE J. WEBSTER, AMANDA T. AND CHEYAN AKEEM MIGUEL A. RAMOS, JEREL LONGMIRE, KETH I. GARRETT AND LUKEM AND SHANNON KIRKWOOD AND CHARLES M. JONES, ETAL.

REZONING PETITION

2022-070-LC
A REQUEST WAS SUBMITTED BY JAMES DASHER, APPLICANT, TO REZONE 42.87 ACRES OF LAND, MORE OR LESS, FROM A-1 (AGRICULTURAL RESIDENTIAL DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT) FOR RESIDENTIAL USE AT 580 OLD GRESS ISLAND ROAD AND FURTHER DESCRIBED AS LCTM-PARCEL 2418-005. PROPERTY OWNER IS STEVEN BERG. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY SALTWATER MARSH; **EAST** BY LANDS OF VERONICA A. AND VALERIE DENISE SMITH; **WEST** BY THE RAILROAD, AND **SOUTH** BY OLD GRESS ISLAND ROAD. IF YOU ARE IN OPPOSITION TO OR IN FAVOR OF THE ABOVE ZONING ACTIONS AND HAVE MADE CONTRIBUTIONS AGGREGATING \$250.00 OR MORE TO ANY LOCAL GOVERNMENT OFFICIAL, CONSIDERING THESE APPLICATIONS IN THE TWO (2) YEARS PRECEDING THE FILING OF THESE ACTIONS, BY LAW YOU MUST DISCLOSE THIS FACT FIVE (5) DAYS PRIOR TO THE FIRST HEARING OF THESE ACTIONS, IF IT IS YOUR INTENT TO SPEAK AT THE MEETING.

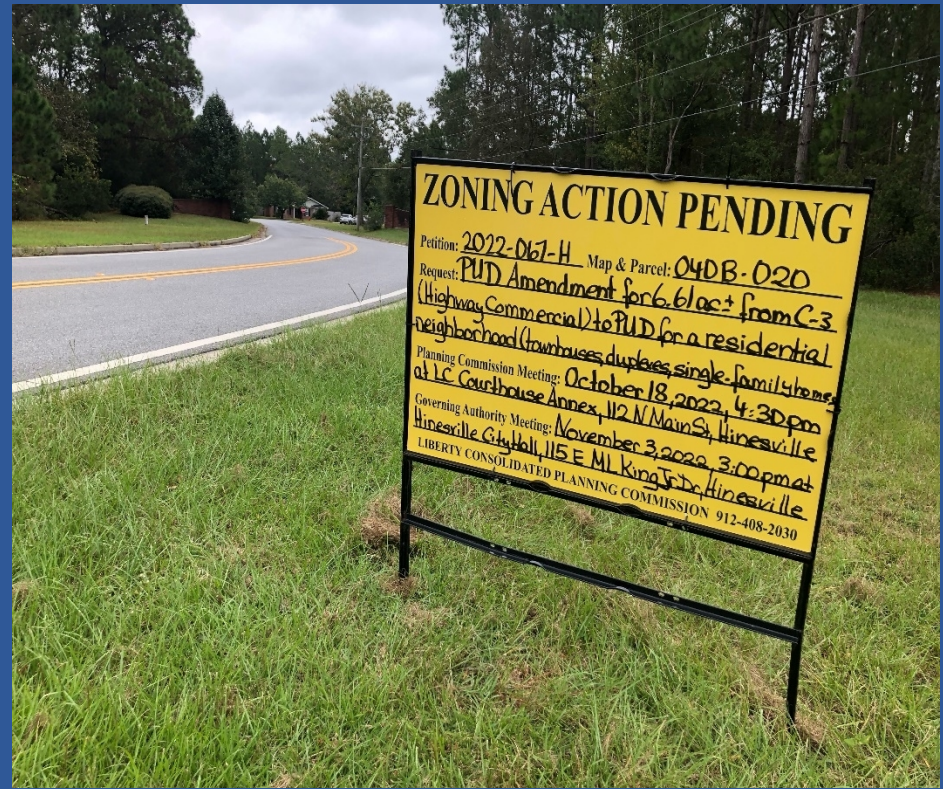
PUBLIC HEARINGS

The Liberty Consolidated Planning Commission will hold a public meeting **October 18, 2022, at 4:30 pm**, at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville. **PUBLIC HEARINGS TO BE HELD BY THE APPLICABLE GOVERNING AUTHORITY:**
Tuesday, November 1, 2022, 6:00 PM – LC Board of Commissioners will meet in the Courthouse Annex, 2nd floor, 112 North Main St, Hinesville.

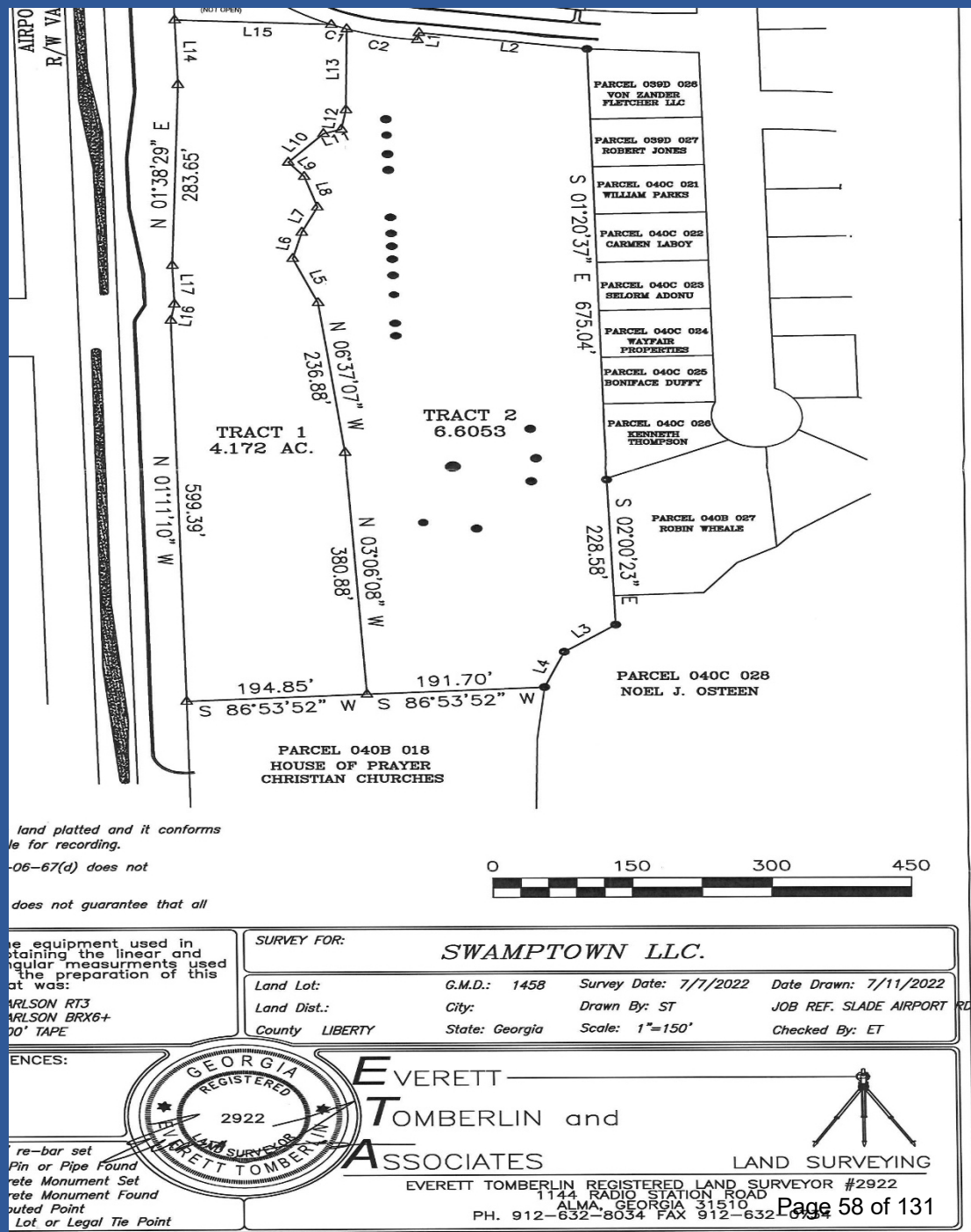
Thursday, November 3, 2022, 3:00 PM – Hinesville Mayor and Council will meet at Hinesville City Hall, 115 E. ML King, Jr. Drive, Hinesville.

Monday, November 14, 2022, 6:00 PM – Midway Mayor and Council will meet at the Midway City Hall, 41 Charlie Butler Road in Midway.

Monday, November 21, 2022, 7:30 PM – Gum Branch Mayor and Council will meet at Gum Branch City Hall, 5334 GA Hwy 196 West, in Gum Branch, LG43440 09/28/2022



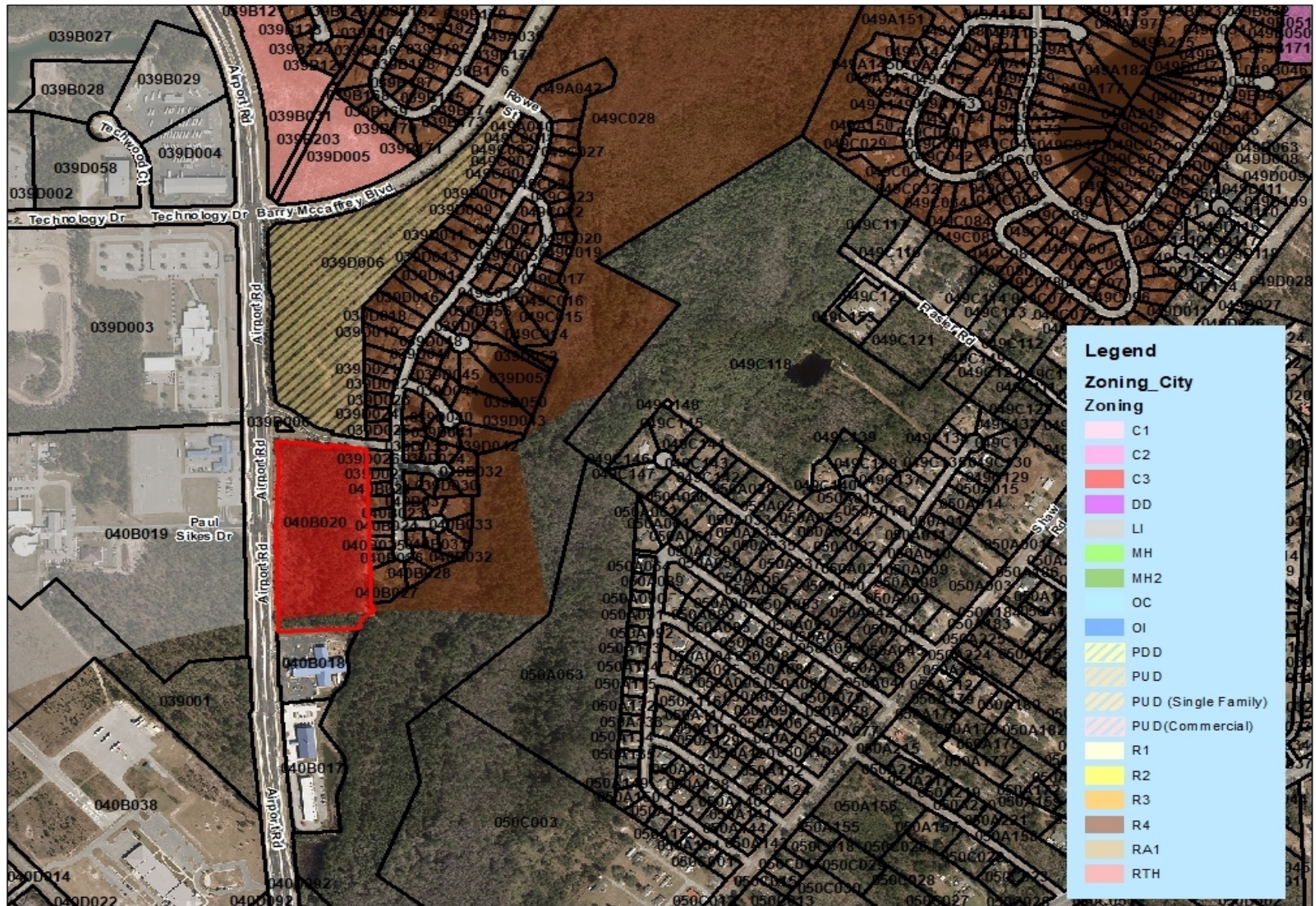
Survey showing both Tract 1 and Tract 2. Tract 2 consisting of the 6.61 acres +/- is the tract for the proposed rezoning.



Vicinity Map



Zoning Map





515 N. Main Street | Hinesville, GA 31313

PO Box 649 | Hinesville, GA 31310

912.368.5212

www.mesack.com

ME Sack Engineering

@mesackengineering

mesack



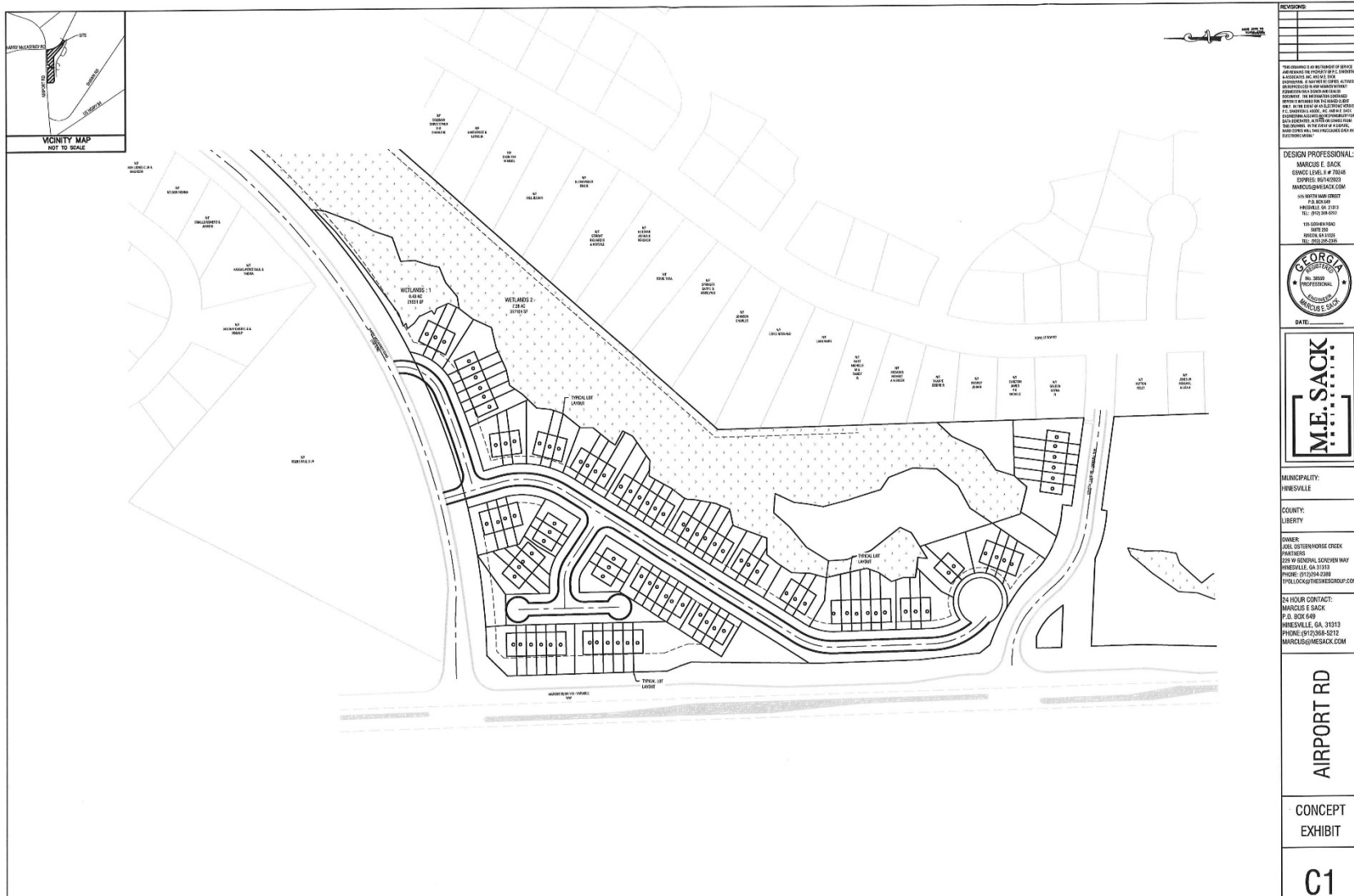
DESCRIPTIVE NARRATIVE

Airport Road

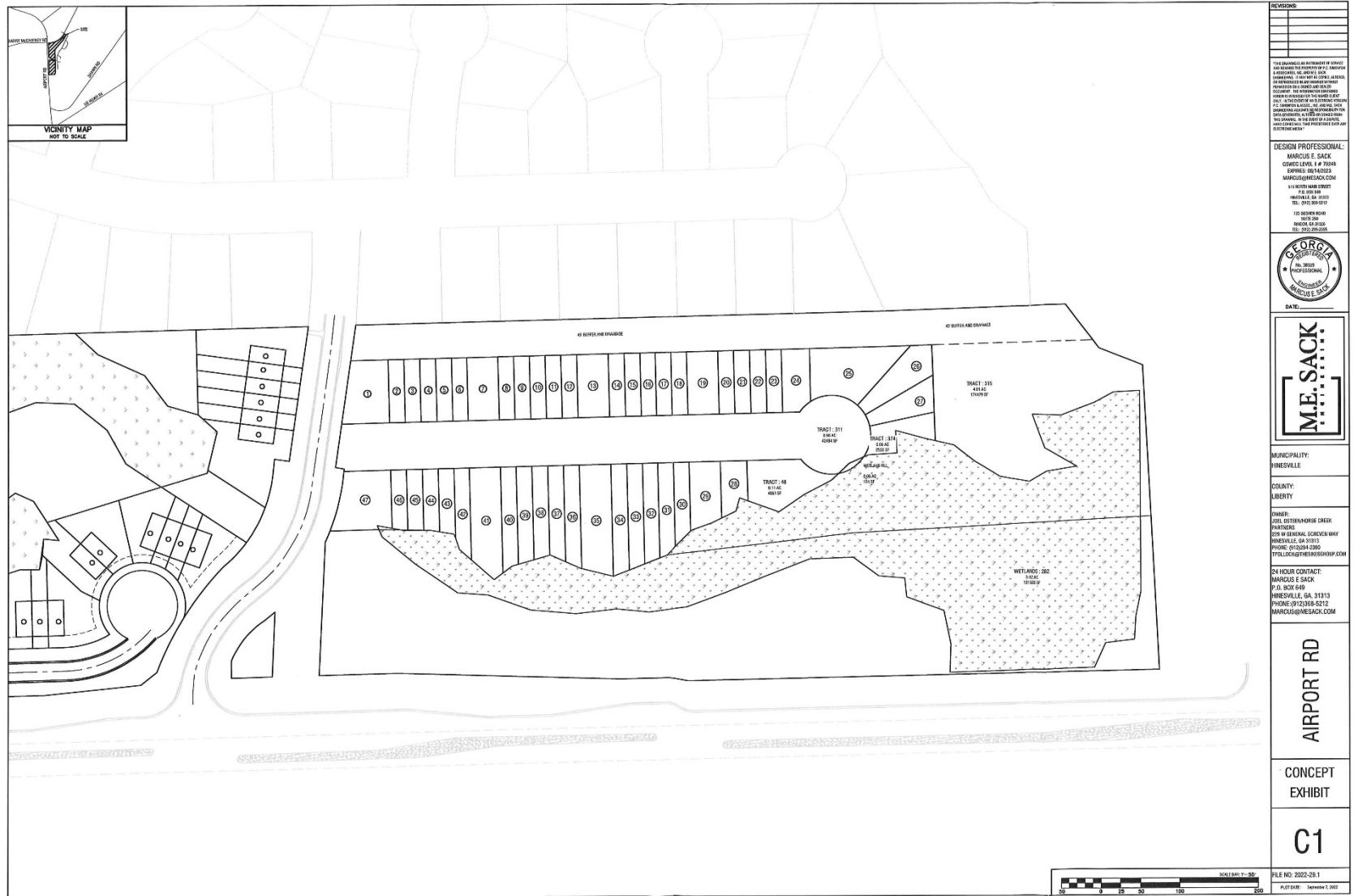
MES #2022-29

The property to be rezoned on Airport Road consists of 6.61 acres currently zoned as C-3 and to be rezoned to PUD for the purposes of a residential neighborhood comprised of Townhouses, Duplexes or Single-Family Dwellings. This is part of the General Development Plan (GDP) approved by the City. This portion will be made part of the already established PUD across the street. See attached General Development Plan.

Existing Layout Plan on Parcel 039D-006



A 45 ft. buffer/drainage is proposed against Crystal Lake residences



Zoning Analysis

1. Does the property have reasonable economic value as currently zoned?
 - *Yes.*
2. Does the proposed use conform to the Fort Stewart Joint Land Use Study (JLUS)
 - *Yes.*
3. Does the proposed use conform to the Liberty County Comprehensive Plan?
 - *No. Due to the zoning being C-3, the land use designation is commercial.*

Zoning Analysis

4. Will there be an adverse effect on the value and usability of nearby properties?
 - *No.*
5. Is the proposed use suitable in view of nearby uses?
 - *Yes.*
6. Will the zoning proposal create an undue burden on transportation including streets and transit, and on schools, utilities, or the provision of public safety?
 - *No.*

Zoning Analysis

7. Would this allow a short-term gain at the expense of our local long-term goals?
 - *No.*
8. Would this change cause a “domino effect” and encourage “sprawl”?
 - *No.*
9. Are there unique historical sites which may be adversely impacted?
 - *None noted.*

Zoning Analysis

10. Is this parcel in a Flood Hazard Area?
 - *Yes. (AE)*
11. Is it spot zoning and unrelated to the existing pattern of development?
 - *No.*
12. Are there unique conditions which support approval or denial?
 - *This an extension of the previous approved PUD.*





Staff Recommendation

Approval

Rezoning Petition 2022-067-H

Conditions Standard

Standard Conditions

1. The applicant must obtain all required local, state and federal licenses and permits prior to commencement of any construction.
2. All plans, documents, materials, and statements contained or implied in this application are considered to be a condition of this action.
3. No change or deviation from the conditions of approval are allowed without prior notification and approval of the Director of the LCPC or the Planning Commission, and the approving governmental authority.

Staff Recommendation

Approval

Rezoning Petition 2022-067-H

Conditions Standard





City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Rezoning/PUD Amendment #2022-083-H
Prepared by: Lori Parks
Presented by: Jeff Ricketson

PURPOSE: Request by RTS Homes, owner, to reduce the side setback requirement from 7 ft. to 5 ft. for the subdivision of The Pointe at Villages on Marne, located off West 15th Street in Hinesville. The separation between homes remains unchanged at 14 feet.

BACKGROUND:

FUNDING: N/A

RECOMMENDATION: December 20, 2022. LCPC Commissioners recommended APPROVAL with standard conditions.

ATTACHMENTS:

1. PUD Amendment 2022-083-H

PREVIOUS COUNCIL DISCUSSION:

PUD Amendment 2022-083-H

A PUD Amendment was submitted by RTS Homes, owner, to reduce side setback requirement for the subdivision The Pointe at Villages on Marne, located in Hinesville. Property is 54.09 acres and is further described as LCTM Parcel: 026-002.

This PUD was originally approved with a side yard building setback of 7 feet. Developer proposes a reduction of this setback to 5 feet, however, the separation between homes remains unchanged at 14 feet.

Public Notification

HS PUBLIC HEARINGS

CDN 16 VARIANCE REQUEST 2022-077-LC

A VARIANCE REQUEST WAS SUBMITTED BY J WHEELER PROPERTIES, LLC, APPLICANT, TO REDUCE THE 15 FT. REQUIRED SIDE YARD BUILDING SETBACK TO 10 FT. PROPERTY IS ZONED R-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) AND IS LOCATED AT 390 MAIN STREET, MIDWAY AND IS FURTHER DESCRIBED AS LCTM-PARCEL: 281D-045 (LOT 95). PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF WANDA B. POLK; **EAST** BY LANDS OF T & M ENTERPRISES, INC.; **SOUTH** BY LANDS OF N. MAIN STREET; **WEST** BY LANDS OF THOMAS AND TERRY STERLING.

VARIANCE REQUEST 2022-078-LC

A VARIANCE REQUEST WAS SUBMITTED BY J WHEELER PROPERTIES, LLC, APPLICANT, TO REDUCE THE 15 FT. REQUIRED SIDE YARD BUILDING SETBACK TO 10 FT. PROPERTY IS ZONED R-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) AND IS LOCATED AT 390 MAIN STREET, MIDWAY AND IS FURTHER DESCRIBED AS LCTM-PARCEL: 281D-045 (LOT 96). PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF WANDA B. POLK; **EAST** BY LANDS OF T & M ENTERPRISES, INC.; **SOUTH** BY LANDS OF N. MAIN STREET; **WEST** BY LANDS OF THOMAS AND TERRY STERLING.

CONDITIONAL USE 2022-079-EL

A CONDITIONAL USE REQUEST WAS SUBMITTED BY JESSE ADAMS/ EMPWR SOLAR LLC, ON BEHALF OF DONALD MALIN (PROPERTY OWNER) FOR GROUND MOUNTED SOLAR PANELS. PROPERTY IS LOCATED AT 174 TURPENTINE TRAIL, FLEMINGTON AND IS FURTHER DESCRIBED AS LCTM-PARCEL: 083B-032. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF RTS HOMES, LLC; **EAST** BY LANDS OF RTS HOMES, LLC; **SOUTH** BY LANDS OF RTS HOMES, LLC; **WEST** BY LANDS OF TURPENTINE TRAIL.

SPECIAL EXCEPTION 2022-080-LC

A SPECIAL EXCEPTION REQUEST WAS SUBMITTED BY APRIL AND STEVEN LEWIS, ON BEHALF OF FAITH LANDMARK MINISTRIES (PROPERTY OWNER) FOR A VINEYARD, SHORT-TERM RENTALS, EVENT CENTER, AND KITCHEN. PROPERTY IS LOCATED ON CAY CREEK ROAD AND IS FURTHER DESCRIBED AS LCTM-PARCEL: 244-002. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF BRUCE CLEVELAND ESTATE, LAUREL VIEW PROPERTIES, AND MARTIN'S TIMBERLANDS, LLC; **EAST** BY LANDS OF HERMAN L. SARAHA, P. AND CHANTE M. BAKER; BY LANDS OF MCDOWELL MARTIN AND MF MARTIN III; **WEST** BY LANDS OF SARAHA AND JUSTIN DELGACH.

REZONING PETITION 2022-081-LC

A REZONING REQUEST WAS SUBMITTED BY WEYERHAEUSER COMPANY TO REZONE 28 ACRES OF THE 11,987.10 FROM A-1 (AGRICULTURAL DISTRICT) TO I-1 (INDUSTRIAL DISTRICT) FOR A WOODYARD. PROPERTY IS LOCATED AT 7417 S. COASTAL HWY AND IS FURTHER DESCRIBED AS LCTM-PARCEL: 293-001. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH**, **EAST**, **SOUTH**, AND **WEST** BY LANDS OF WEYERHAEUSER COMPANY.

PUD AMENDMENT 2022-082-H

A PUD AMENDMENT WAS SUBMITTED BY TREVOR SIKES (RTS HOMES) TO REVISE MINIMUM SIDE YARD SETBACKS FROM 7 FEET TO 5 FEET FOR STANDARD SINGLE-FAMILY LOTS HOWEVER THE DISTANCE BETWEEN HOMES WILL REMAIN 14 FEET. SUBDIVISION IS THE POINTE AT VILLAGES ON MARNE, LOCATED IN HINESVILLE. PROPERTY IS 54.09 ACRES AND IS FURTHER DESCRIBED AS LCTM-PARCEL: 086-002. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF FT STEWART MILITARY RESERVATION; **EAST** BY LANDS OF SLADE SIKES INC; **SOUTH** BY LANDS OF TENNESSEE BRANCH PROPERTY LLC; **WEST** BY LANDS OF LITTLE HORSE CREEK PROPERTY LLC AND INDEPENDENCE INVESTMENTS LLC.

REZONING PETITION 2022-084-W

A REZONING REQUEST WAS SUBMITTED BY DANA INGRAM (PROPERTY OWNER) TO REZONE 1.67 ACRES, FROM R-2A (SINGLE-FAMILY, TWO-FAMILY, AND MOBILE HOME RESIDENTIAL DISTRICT) TO R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT) FOR DUPLEXES AND TWO-FAMILY STRUCTURES. PROPERTIES ARE LOCATED ON SHAW ROAD IN WALTHOURVILLE AND IS FURTHER DESCRIBED AS LCTM-PARCELS: 050A-224 AND 050A-225. PROPERTIES ARE BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF SHAW ROAD; **EAST** BY LANDS OF JOHN ROBERTS JR.; **SOUTH** BY LANDS OF THE POWER OF WEALTH GROUP LLC; **WEST** BY LANDS OF RAYMOND E. PULCE JR.

VARIANCE REQUEST 2022-085-R

A VARIANCE REQUEST WAS SUBMITTED BY HINESVILLE HOME CENTER, OWNER, TO REDUCE THE REQUIRED 25 FT. SIDE YARD SETBACK TO 20 FT. THEREFORE, THE MOBILE HOME WOULD ONLY BE ABOUT 5 FT. OFF THE SIDE PROPERTY LINES. PROPERTY IS ZONED A-1 (AGRICULTURAL DISTRICT), IS LOCATED ON PETER KING ROAD IN RICEBORO, AND IS FURTHER DESCRIBED AS LCTM-PARCEL: 249A-003. PROPERTY IS BOUNDED NOW OR FORMERLY AS FOLLOWS: **NORTH** BY LANDS OF MICHELLE TURPIN; **EAST** BY LANDS OF THOMAS WHITTEN PROPERTIES LLC; **SOUTH** BY LANDS OF PETER KING ROAD; **WEST** BY LANDS OF JOSEPH SHOENAKER.

PUBLIC HEARINGS

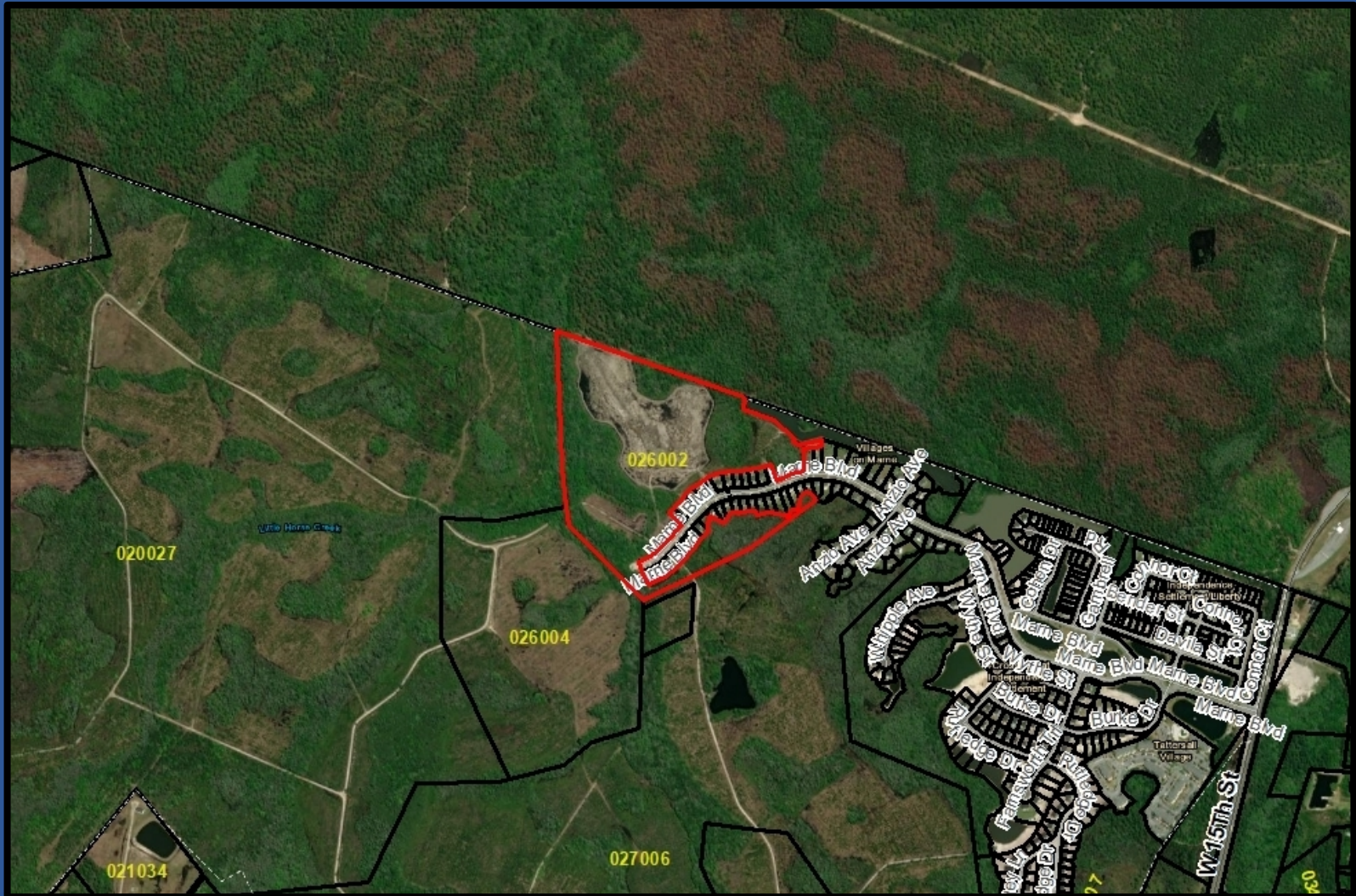
The Liberty Consolidated Planning Commission will hold a public meeting **December 20, 2022, at 4:30 pm**, at the Liberty County Courthouse Annex, 112 North Main Street, 2nd floor, in Hinesville.

PUBLIC HEARINGS TO BE HELD BY THE APPLICABLE GOVERNING AUTHORITY:

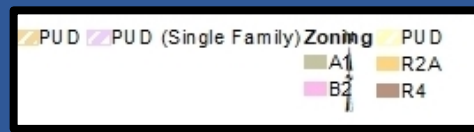
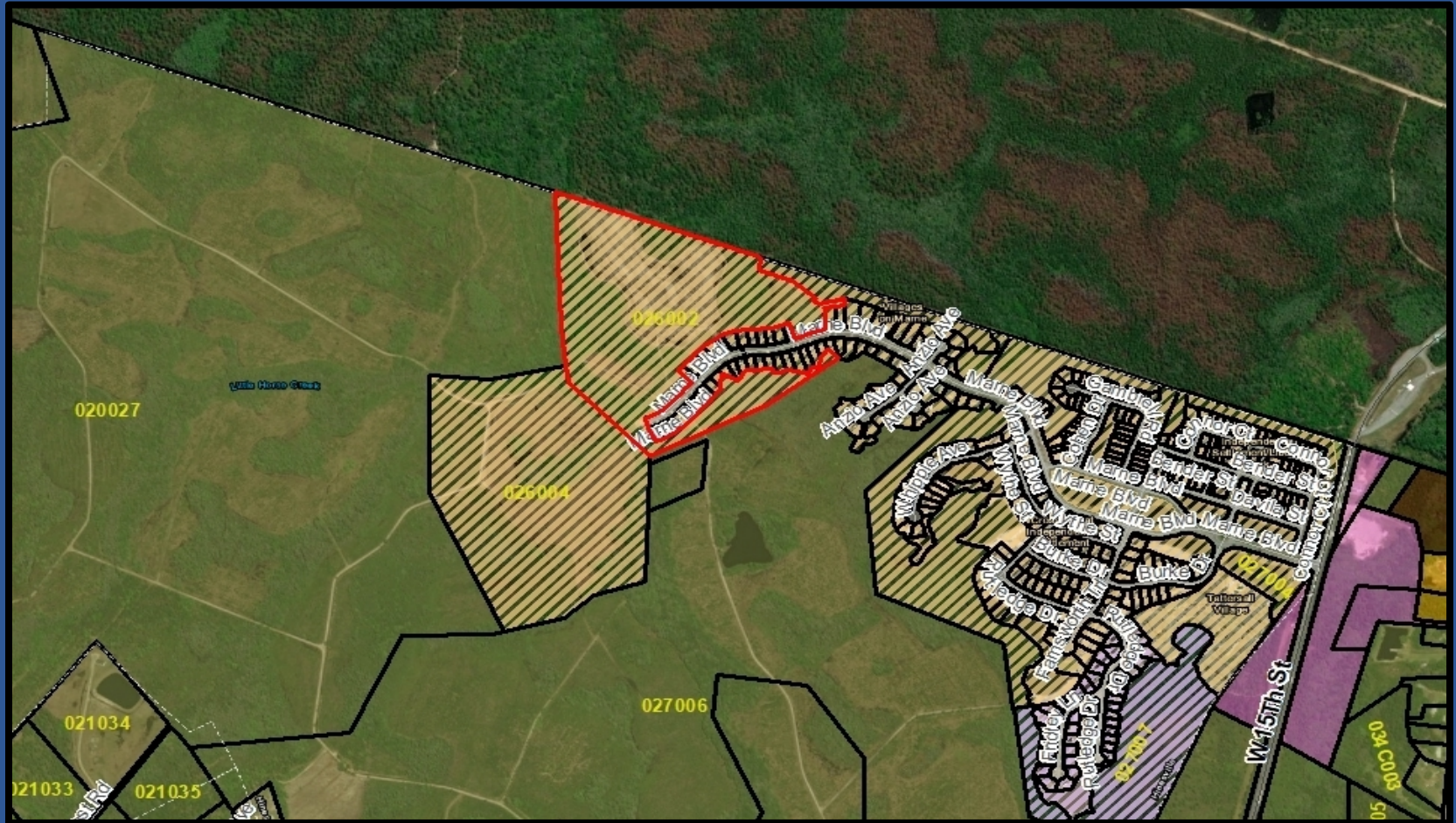
TUESDAY, January 3, 2023, 6:00 PM – LC Board of Commissioners will meet in the Courthouse Annex, 2nd floor, 112 North Main St, Hinesville.
THURSDAY, January 5, 2023, 3:00 PM – Hinesville Mayor and Council will meet at Hinesville City Hall, 115 E ML King, Jr. Drive, Hinesville.
TUESDAY, January 10, 2023, 6:00 PM – Walthourville Mayor and Council will meet at the Walthourville Police Department at 192 B Talmadge Road, Walthourville.
TUESDAY, January 10, 2023, 4:30 PM – Flemington Mayor and Council will meet at the Flemington City Hall, 156 Old Sunbury Road, Flemington.
Tuesday, January 3, 2023, 6:00 PM – Riceboro City Hall, 4614



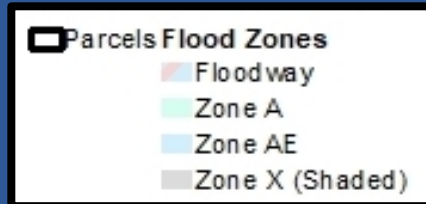
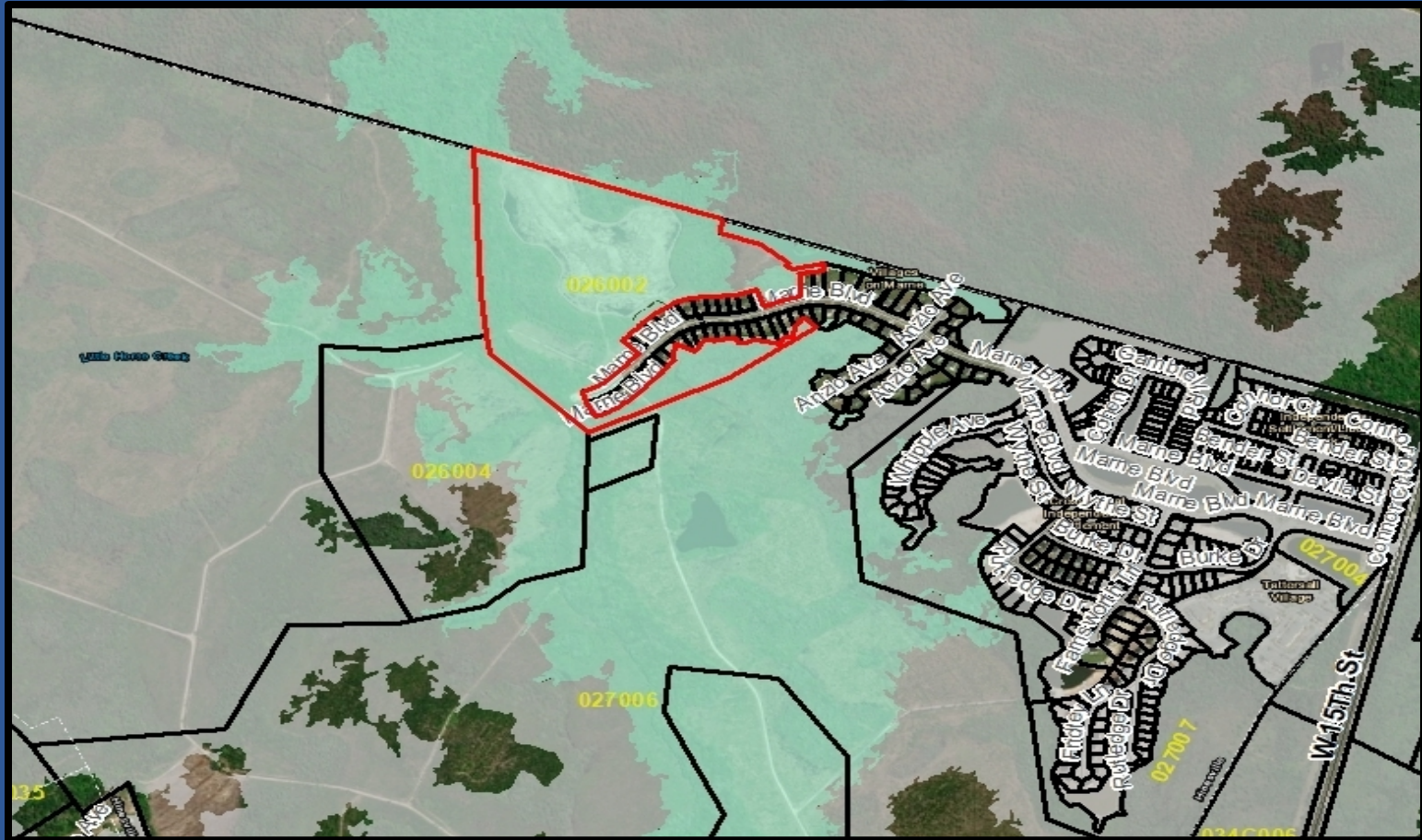
Vicinity Map



Zoning Map



Flood Map



Narrative



515 N. Main Street | Hinesville, GA 31313

PO Box 649 | Hinesville, GA 31310

912.368.5212

www.mesack.com

ME Sack Engineering

@mesackengineering

mesack



DESCRIPTIVE NARRATIVE

The Pointe at Villages on Marne

MES #2021-07

On behalf of Trevor Sikes (RTS Homes), we request a change to the approved General Development Plan for the above referenced project. The Client would like to change the side setbacks to 5' while maintaining 14' between buildings.

IV. Development Standards

Phase	Min. Frontage	Min. Area	Front Set Back	Side Set Back	Rear Set Back
Five	40'	4,000 SF	15'	7' *	15'

*A minimum of 5' set back while maintaining 14' between buildings

LCPC Recommendation

Approval

PUD Amendment 2022-083-H

Conditions Standard

Standard Conditions

1. The applicant must obtain all required local, state and federal licenses and permits prior to commencement of any construction.
2. All plans, documents, materials, and statements contained or implied in this application are considered a condition of this action.
3. No change or deviation from the conditions of approval are allowed without prior notification and approval of the Director of the LCPC or the Planning Commission, and the approving governmental authority.

LCPC Recommendation

Approval

PUD Amendment 2022-083-H

Conditions Standard





City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023

Agenda Item: Amend Home Occupations Ordinance #2022-09

Prepared by: Lia Jones

Presented by: Kenneth Howard

PURPOSE: At the December 1, 2022 Council meeting, Council recommended removal of section 607(6) of article VI of the Zoning Ordinance.

All applications for a home occupation permit shall be accompanied by a certificate of an attorney duly licensed to practice law in the State of Georgia, confirming that there are no private land restrictions or restrictive covenants existing which prohibit the proposed home occupation.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

1. Ordinance amendment - HOME OCCUPATIONS - RED LINE
2. Sec. 607. Home occupations.

PREVIOUS COUNCIL DISCUSSION:

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HINESVILLE,
GEORGIA, ARTICLE VI TO AMEND SECTION 607 HOME OCCUPATIONS BY
REMOVING SECTION 607(6) AND MODIFYING SECTION 607(4) AND FOR OTHER
PURPOSES AS ALLOWED BY LAW.**

WITNESSETH:

WHEREAS, the duly elected governing authority of the City of Hinesville, Georgia is authorized under Article 9, Section 2, of the Constitution of the State of Georgia to enact reasonable ordinances to protect the health, safety and general welfare of the public; and

WHEREAS, the duly elected governing authority of the City of Hinesville, Georgia is the Mayor and City Council thereof;

WHEREAS, Code of Ordinances, Appendix A- Zoning, Article VI – Additional Regulations, Section 607 of the Municipal Code provides the standards and procedures for amending any provision of the said Code;

WHEREAS, the Mayor and City Council desire to amend Code of Ordinances, Appendix A- Zoning, Article VI – Additional Regulations, Section 607 of the Municipal Code of the City of Hinesville;

WHEREAS, Code of Ordinances, Appendix A- Zoning, Article VI – Additional Regulations, Section 607 defined benefit retirement plan adoption agreement;

WHEREAS, the City of Hinesville is authorized to provide for the health, safety, morals, convenience, order, propriety, and general welfare of the people of the City of Hinesville, Georgia; and

IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Hinesville, Georgia, and by the authority thereof, that Code of Ordinances, Appendix A- Zoning, Article VI – Additional Regulations, Section 607, be amended as follows:

**APPENDIX A - ZONING
Article VI. ADDITIONAL REGULATIONS
Sec. 607 – Home Occupations**

Sec. 607. - Home occupations.

(1) A home occupation, if it is permitted, must comply with the following requirements:

Customers or clients are not permitted to physically come to the home/office.

(2) Employees, other than members of the family residing on the premises, are not authorized to meet, park or work at the home.

(3) Supplies, materials or debris are not to be located, stored, stockpiled or kept on the property where the home is located.

(4) Applicants living in multi-family residential dwellings in R-A-1 and in single-family dwellings in MH shall present a consent statement from either property owner, property management, or property owner's association; ~~however, they shall be exempt from subsection 607(6).~~

(5) Home occupations approved or licensed at the time of the approval of this appendix but not meeting the requirements of subsection 607(1) through (4) are grandfathered and are approved for continued operation. This approval will remain in effect until one of the following occurs:

- (a) Business is inactive and not licensed for one year; or
- (b) The present home owner/licensee moves from the licensed location.

~~(6) — All applications for a home occupation permit shall be accompanied by a certificate of an attorney duly licensed to practice law in the State of Georgia, confirming that there are no private land restrictions or restrictive covenants existing which prohibit the proposed home occupation.~~

APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF HINESVILLE at a regular meeting of the Mayor and Council on the ____ day of January, 2023:

CITY OF HINESVILLE, GEORGIA:

Allen Brown, Mayor

Keith Jenkins, Mayor Pro Tem

Diana F. Reid, Council Member

Jason R. Floyd, Council Member

Vicky C. Nelson, Council Member

Karl A. Riles, Council Member

ATTEST:

Lia Jones, City Clerk

Sec. 607. Home occupations.

A home occupation, if it is permitted, must comply with the following requirements:

- (1) Customers or clients are not permitted to physically come to the home/office.
- (2) Employees, other than members of the family residing on the premises, are not authorized to meet, park or work at the home.
- (3) Supplies, materials or debris are not to be located, stored, stockpiled or kept on the property where the home is located.
- (4) Applicants living in multi-family residential dwellings in R-A-1 and in single-family dwellings in MH shall present a consent statement from either property owner, property management, or property owner's association; however, they shall be exempt from subsection 607(6).
- (5) Home occupations approved or licensed at the time of the approval of this appendix but not meeting the requirements of subsection 607(1) through (4) are grandfathered and are approved for continued operation. This approval will remain in effect until one of the following occurs:
 - (a) Business is inactive and not licensed for one year; or
 - (b) The present home owner/licensee moves from the licensed location.
- ~~(6) All applications for a home occupation permit shall be accompanied by a certificate of an attorney duly licensed to practice law in the State of Georgia, confirming that there are no private land restrictions or restrictive covenants existing which prohibit the proposed home occupation.~~

(Ord. No. 2018-02, § I, 10-4-2018)



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023

Agenda Item: Commercial Lease Agreement #2023-01

Prepared by: Lia Jones

Presented by: Kenneth Howard

PURPOSE: To Present for Mayor and Council Consideration, Georgia Non-Profit Corporation LTOP of Mercy Food Ministry, Inc Commercial Lease Agreement #2023-01.

BACKGROUND: This commercial lease agreement, referred to as the lease is made and entered into between City of Hinesville a Georgia Municipal Corporation, and LTOP of Mercy Food Ministry, Inc., a Georgia non-profit corporation.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. COH.Lease.AngelsofMercy.1.04.2023

PREVIOUS COUNCIL DISCUSSION:

STATE OF GEORGIA

COUNTY OF LIBERTY

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into as of the ____ day of _____, 2023, by and between **City of Hinesville ("Lessor")**, a Georgia municipal corporation, and **LTOP of Mercy Food Ministry, Inc.,** a Georgia Non-Profit Corporation (hereinafter referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, certain real property located in City of Hinesville, Georgia (as hereinafter defined, the "**Premises**" or "**Leased Premises**"), upon the terms and conditions hereinafter set forth.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants, obligations and agreements hereinbelow set forth, and for other good and valuable consideration, the sufficiency and receipt of which is hereby expressly acknowledged, Lessor and Lessee do hereby agree and bind themselves as follows:

**ARTICLE I
LEASING CLAUSE; RENTAL**

Section 1.01. Leasing Clause. Lessor, for and in consideration of the covenants, agreements and stipulations hereinafter contained to be kept and performed by Lessee, shall lease to Lessee upon the terms and conditions set forth herein, those certain two (2) tracts of real property located in the City of Hinesville, Georgia ("City"), and more particularly described on the attached **Exhibit "A"** (the "**Leased Premises**" or the "**Premises**").

Section 1.02. Rental. Lessee shall pay one lump payment of TWO HUNDRED AND FORTY DOLLARS 00/100 CENTS (\$240.00) at the time this Agreement is executed as consideration for its use of the Leased Premises. (the "**Basic Rent**").

Section 1.03. Warranties Disclaimed. EXCEPT FOR THOSE SPECIFIC REPRESENTATIONS AND WARRANTIES OF LESSOR SET FORTH IN THIS LEASE, IF ANY, LESSEE IS LEASING THE PREMISES IN AN "AS IS" CONDITION, AND LESSOR, HAS NOT MADE, DOES NOT MAKE AND HAS NOT AUTHORIZED ANYONE ELSE TO MAKE, ANY REPRESENTATION OR WARRANTY AS TO THE PREMISES, AND, EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHETHER EXISTING BY OPERATION OF LAW OR OTHERWISE, AS TO THE PREMISES INCLUDING, WITHOUT

LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION.

ARTICLE II

EFFECTIVE DATE OF LEASE; DURATION OF LEASE TERM

Section 2.01. Duration of Lease Term; Renewal. This Lease shall be effective as of the date first above written and shall be in full force and effect for a period of TWENTY (20) years. (the "**Lease Term**"). Not less than THIRTY (30) days prior to the expiration of this Agreement, the Parties may mutually agree in writing to renew this Agreement by an additional TWENTY (20) years.

Section 2.02. Termination. Notwithstanding any other provision of this Lease to the contrary, either Lessee or Lessor shall have the absolute and unconditional right to terminate this Lease at any time, for any or no reason, with or without cause, upon thirty (30) days' written notice to the other party(ies) of its intent to so terminate. If the Lessor terminates the Agreement pursuant to this Section, the Lessor shall be responsible for compensating the Lessee for any structure or tangible improvements that the Lessee has made to the Premises which it can be reasonably concluded to have added value to the property. The amount to be compensated to the Lessor in such even of early termination shall be determined by the fair market value of the structure or the tangible improvements that the Lessor has made to the Premises.

Section 2.03. Right of First Refusal. Provided Lessee has paid to Lessor all Basic Rent (as well as any and all other monies due hereunder) and is not otherwise in default under this Lease, Lessee shall have, and is hereby granted, the right of first refusal (the "**Right of First Refusal**") to purchase the Leased Premises at any time during the Lease Term upon the terms and conditions set forth in this Section. In the event Lessor should at anytime during the Lease Term decide to sell the Leased Premises, Lessor will notify Lessee in writing of the price, terms and conditions of any bona fide offer that Lessor, in its sole discretion, has deemed acceptable (the "**Third Party Offer**"), and, provided there is not a default under this Lease on the part of Lessee then continuing, Lessee shall have the right to purchase said Leased Premises upon the same terms, conditions, and for the same price that Lessor has agreed to accept from said third party (the "**Third Party**"). If Lessee wishes to exercise its Right of First Refusal, then Lessee must notify Lessor in writing of its unequivocal, unconditional acceptance of the terms set forth in the Third Party Offer within ten (10) calendar days of its receipt of notification of the Third Party Offer from Lessor. If Lessee accepts the terms of the Third Party Offer within the period prescribed above, Lessee shall have thirty (30) days following such acceptance to consummate the purchase of the property identified in the Third Party Offer in accordance with the terms of said Third Party Offer. In the event Lessee fails at any time to exercise its Right of First Refusal as provided hereunder, the Right of First Refusal shall automatically terminate regardless of whether or not the sale to the Third Party is consummated pursuant to the Third Party Offer. The Right of First Refusal set forth herein shall automatically terminate and be of no force and effect immediately upon the termination of this Lease, and thereafter Lessor may transfer the Leased Premises free and

clear of Lessee's rights herein.

ARTICLE III COVENANTS OF LESSEE

Lessee covenants to Lessor that from and after the date hereof, and so long as this Lease shall remain in effect:

(a) Licenses and Permits. Lessee shall do all things necessary to obtain, maintain, and renew, from time to time, as necessary, all permits, licenses, franchises, and other governmental approvals necessary for the activities to be conducted on the Premises.

(b) Compliance with Laws. Lessee warrants that throughout the Lease Term it shall, at its own expense, maintain the Premises in compliance with all applicable life and safety codes and all applicable building and zoning, health, environmental, and safety ordinances and laws, including the Occupational Health and Safety Act and all applicable Environmental Laws, and all other applicable laws, ordinances, rules, and regulations of the United States of America, the State of Georgia, and any political subdivision or agency thereof having jurisdiction over the Premises and which relate to the operations of the Premises.

(c) Taxes and Utility Charges. Lessee, at the sole expense of Lessee, shall, throughout the Lease Term, duly pay and discharge, as the same become due and payable (i) all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the interest of Lessee in and to the Premises and the business located thereon (it being understood that Lessor shall pay ad valorem taxes assessed against its interest in the Premises); and (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Premises.

(d) Commercial Structure. Lessee, at its sole expense, shall cause to be constructed a commercial structure ("Structure") on the Leased Premises. A more specific description of the Structure is attached and incorporated herein as **Exhibit "B."** Lessee shall be responsible for providing any insurance that is required for the Structure. Lessee shall have exclusive rights to use the Structure and the Leased Premises for the Lease Term including, but not limited to the following purposes:

- 1) Community food distribution;
- 2) Social and community events;
- 3) To establish a community garden;
- 4) To provide for a basketball court; and
- 5) To provide for a picnic area.

ARTICLE IV MAINTENANCE; INSURANCE; INDEMNIFICATION

Section 4.01. No Obligation of Lessor. During the Lease Term, Lessee shall be deemed to be in exclusive control of the Premises, and Lessor shall have absolutely no duty or other obligation to make any repairs, replacements, alterations or improvements to the Premises of any kind whatsoever (exterior or interior, foreseen or unforeseen, structural or non-structural, ordinary or extraordinary), or otherwise maintain said Premises.

Section 4.02. Responsibilities of Lessee. Lessee, at its sole cost and expense, following the effective date of this Lease and thereafter throughout the Lease Term shall (i) keep the Premises in as reasonably safe condition as its operations shall permit; and (ii) keep the Premises and all other improvements forming a part thereof in a good, tenantable, and safe condition, making from time to time all necessary and proper repairs thereto and renewals and replacements thereof of whatever kind and nature (exterior and interior, foreseen and unforeseen, structural and non-structural, ordinary and extraordinary). All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations, and requirements.

Section 4.03. Alterations and Other Improvements. Notwithstanding any provisions of this lease agreement to the contrary and at Lessee's sole cost and expense, Lessee may make such non-structural physical improvements and alterations in and to the Premises; provided that Lessee shall first obtain Lessor's prior written approval of any such improvement or alterations (which approval shall not be unreasonably withheld). All improvements and alterations to the Premises shall be considered to be part of the Premises; provided, however, that Lessee may remove any and all improvements made by Lessee during the Lease Term (or at any time prior thereto) upon termination of the Lease to the extent such removal can be accomplished without material damage to the Premises. Alternatively, Lessee may remove such improvements and repair, at its sole cost and expense, any and all material damage resulting therefrom.

Section 4.04. Insurance. It is understood and agreed that Lessor shall assume responsibility, at its sole cost and expense, for maintaining hazard insurance covering all property owned by Lessor constituting the Leased Premises with such insurer and in such amount as determined appropriate by Lessor. Said hazard insurance shall not be for the benefit of Lessee, and Lessor shall not be liable for any damage to furniture, inventory, or other personal property of Lessee caused by fire or other insurance hazards, and Lessee does hereby expressly release Lessor of and from all liability for such damages. Any insurance as to property not constituting the Leased Premises shall be the sole responsibility of Lessee. Additionally, and at all times during the Lease Term, Lessee shall, at its sole cost and expense, maintain in effect general comprehensive liability insurance, whether by the purchase of a new, existing, or blanket policy, in form, substance, insurer, deductible, and amount as is customary for the type of businesses engaged in by Lessee. To the extent requested by Lessor, such policy shall name Lessor as an additional insured.

Section 4.05. Indemnification. In addition to any other indemnities in favor of Lessor specifically provided for in this Lease or elsewhere, Lessee agrees to fully protect, defend, indemnify and save the Lessor and its respective officials, directors, officers,

members, counsel, agents and employees (each being an "Indemnified Person") harmless against and from any and all liabilities, claims, suits, proceedings, damages, demands, fines, losses, penalties, judgments, costs and expenses (including but not limited to litigation expenses, reasonable attorneys' fees, experts' fees, and clean-up costs or other remedial action) of every kind and nature, whether known or unknown, relating to or arising from, either directly or indirectly: (i) the possession, use, occupation, management, operation, condition, repair, maintenance or control of the Premises or any portion by thereof during the Lease Term or from any work or thing whatsoever done on said Premises by or at the direction of Lessee or its agents, employees, representative, servants, contractors, guest or licensees; (ii) any act, negligence or omission of Lessee or its agents, employees, representatives, servants, contractors, guests or licensees; (iii) any breach, violation or nonperformance of this Lease by Lessee, or any applicable local, state or federal statute, ordinance, law or regulation required by Lessee to be observed; (iv) any damage or destruction of any property or injury or death to any person happening on the Premises. In case any action or proceeding is brought or threatened against the Indemnified Person by reason of any such claims, Lessee (upon notice from any such Indemnified Person) covenants to resist or defend such action or proceeding by and through counsel reasonably satisfactory to Lessor. However, this indemnity shall not apply, as to any Indemnified Person, to any acts of willful misconduct or intentional misconduct of the such Indemnified Person.

ARTICLE V MISCELLANEOUS

Section 5.01. Surrender of Premises. Except as otherwise provided herein, at the expiration or sooner termination of this Lease, Lessee agrees to surrender possession of the Premises peaceably and promptly to Lessor in as good condition as existed as of the effective date of this Lease, excepting only ordinary wear, tear, and in broom clean condition.

Section 5.02. Notices. Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Lease to be made upon, given or furnished to, or filed with, Lessor or Lessee as set forth below shall be sufficient for every purpose hereunder if in writing and (except as otherwise provided in this Lease) either (i) delivered personally or via overnight courier (e.g. UPS, Fed Ex, etc.) to the party or, if such party is not an individual, to an officer or to the legal representative of the party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Lessor:

City of Hinesville
Kenneth Howard, City Manager
115 E. MLK, Jr. Drive
Hinesville, Georgia 31313

If to Lessee:

LTOP Angels of Mercy, Inc.
Angelia Milton Kornegay, Director.

Hinesville, Georgia 31313

In the event the address of either party should change during the Lease Term, notice of such new address shall be given to the other party as soon as practicable following such change.

Section 5.03. Relationship of Parties. There shall be created between the parties hereto the relationship of lessee and lessor. Lessor and Lessee are not and shall not be considered as joint venturers, partners, or agents of the other and neither shall have the power to bind or obligate the other except as expressly set forth in this Lease.

Section 5.04. No Waiver. Any failure of either party to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Lease shall not operate as a waiver of any such violation or the other party's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by such party for any such violation. No provision, covenant or condition of this Lease may be waived by Lessor or Lessee unless such waiver is in writing and signed by such party.

Section 5.05. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Each party to this Lease further acknowledges that no promises, representations, inducements, agreements, or warranties, have been made to induce the execution of this Lease by said party, and each party acknowledges that it has not executed this Lease in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

Section 5.06. Modification. Any modification, amendment or other change to this Lease, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Section 5.07. Severability of Provisions. If any provision of this Lease or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Lease on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Lease legal and enforceable to the fullest extent permitted under applicable law.

Section 5.08. Governing Law; Venue. The transactions contemplated hereunder, and the validity and effect of this Lease are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia (excluding its conflicts of law rules).

Section 5.09. No Assignment; Successors Bound. Lessee shall not, without the express prior written consent of Lessor, assign, hypothecate, encumber or otherwise transfer this Lease or any interest or right hereunder, which may be withheld, conditioned or delayed

by Lessor in its sole discretion. Subject to the forgoing, this Lease, and each and every provision hereof, shall be binding upon and shall insure to the benefit of Lessor and Lessee, their respective successors, successors-in-office, successors-in-title, legal representatives and assigns.

Section 5.10. Lessor's Entry. Lessor and its duly authorized representatives and agents, shall have the right, upon reasonable prior notice, to enter the Premises periodically during the Lease Term for the purpose of examining and inspecting the same.

Section 5.11. Counterparts; Facsimile. This Lease may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Lease, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate such execution, the parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of any such counterparts shall otherwise an original document binding upon the transmitting party for all purposes.

Section 5.12. Signatories. Lessee hereby warrants and represents to Lessor that the individual or individuals signing this Lease on behalf of Lessee has or have the right, legal power and actual authority to bind Lessee to the terms and conditions of this Lease, and the execution and performance of this Lease on the part of Lessee has been duly and properly authorized, and the same constitutes the valid, legal and binding obligation of Lessee in accordance with its terms.

Section 5.13. Lessee to Pay Fees and Expenses. Should either party hereto employ attorneys, accountants, or other experts or incur other expenses in connection with the enforcement of performance or observance of any obligation or agreement on the part of the other herein contained, Lessor and Lessee (as the case may be) agree that they shall on demand therefor pay to the other party the reasonable fees of such attorneys, accountants, or other experts and such other reasonable expenses so incurred by the party seeking such performance to the extent such party prevails in any action pursued against the other in a court of competent jurisdiction.

[Signatures Appear on Following Page]

[Commercial Lease Agreement – Signature Page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease by causing their names to be hereunto subscribed and by causing their seal to be impressed hereon, all being done as of the day and year first above written.

LESSEE:

LTOP Angels of Mercy, Inc.

(SEAL)

By: _____
ANGELIA MILTON KORNEGAY,

Director

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

My Commission Expires: _____
(NOTARY SEAL)

[Signature(s) of Lessor Appears on Following Page]

[Commercial Lease Agreement – Signatures Continued]

LESSOR:

_____(L.S.)
KENNETH HOWARD

Signed, sealed and delivered in
the presence of:

Witness

Notary Public
My Commission Expires: _____
(NOTARY SEAL)

[Exhibit(s) Attached]

EXHIBIT "A"

Description of Leased Premises

THIS EXHIBIT "A" is made a part of that certain Commercial Lease Agreement to which this Exhibit "A" is attached, and provides for all purposes a description of the "Premises" or "Leased Premises" referenced therein, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the 17th G.M. District of Liberty County, Georgia, and being in the City of Hinesville, and containing 0.408 acre, more or less, as shown and represented on that certain plat of survey made and prepared by Lamar O. Reddick, Georgia Registered Land Surveyor No. 1387, dated May 23, 2983, and being recorded in **Plat Book 20, page 86**, in the Office of the Clerk of Superior Court Liberty County, Georgia, said plat by specific reference is made a part hereof for descriptive and all other purposes. Said tract of land being triangular in shape and being bounded, now or formerly, as follows: Northeasterly and Easterly by the right of way of General Screven Way; Southerly by land of Walter Dawson; and Westerly by the right of way of South Main Street, all as shown on the above referred to plat of survey.

[Balance of Page Left Blank Intentionally]



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023

Agenda Item: 2022 Emergency Solutions Grant Award - Resolution #2023-01

Prepared by: Temperance West

Presented by: Temperance West

PURPOSE: We are seeking ratification on the submission of the 2022 DCA Emergency Solutions Grant agreement October 01, 2022 on behalf of the Community Development Department's Homeless Prevention Program, for funding awarded by the Georgia Department of Community Affairs for the continuation of Homeless Prevention.

BACKGROUND: The Community Development Department applies annually for funding under the Georgia Department of Affairs Emergency Solutions Grant for funds to support the operation of various programs offered by the Homeless Prevention Program to either prevent homelessness or to assist those who are currently experiencing homelessness in securing permanent stable housing. This year, the grant period for all Emergency Solutions Grant projects will be 12-months. The Homeless Prevention Program is awarded funding for Homeless Prevention, which provides short-term rental and/or utility assistance to prevent at risk individuals/families from losing their permanent/stable housing.

FUNDING: \$30,600.00 (Grant Award) \$30,600.00 (City Match/In-Kind)

RECOMMENDATION: Approval of Resolution #2023-01

ATTACHMENTS:

1. 1. 2022 Emergency Solutions Grant Resolution
2. 2. 2022 Emergency Solutions Grant Budget
3. Hinesville City of Exhibit C

PREVIOUS COUNCIL DISCUSSION: Approval of application for DCA Emergency Services Grant on May 5, 2022.

CITY OF HINESVILLE

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HINESVILLE,
GEORGIA DECLARING THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
2022-2023 EMERGENCY SOLUTIONS GRANT AWARD**

WHEREAS, the Georgia Department of Community Affairs administers the Emergency Solutions Grant;

WHEREAS, the Emergency Solutions Grant provides partial support of the Homeless Prevention Program's Prevention Project which will work to reduce and prevent homelessness in this region; and

WHEREAS, the Mayor and City Council authorizes the Community Development Department, to accept the grant award from the Department of Community Affairs in the amount of \$30,600.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the City of Hinesville Community Development Department accepted the grant award for \$30,600 to provide homelessness prevention and related services;
2. That the City of Hinesville will provide a 100% match through in-kind support totaling \$30,600;
3. That the City of Hinesville approves this resolution;
4. The Community Development Department will use the awarded funds in accordance with the Department of Community Affairs guidelines and procedures;
5. That the City of Hinesville hereby approves this grant funding submitted

APPROVED this _____ day of January 2023.

Allen Brown, Mayor

Karl A. Riles, Councilmember

Diana F. Reid, Councilmember

Keith Jenkins, Mayor Pro Tem

Jason Floyd, Councilmember

Vicky C. Nelson, Councilmember

ATTEST:

Lia Jones, City Clerk



**Georgia Department of Community Affairs
2022-2023 Emergency Solutions Grant Application**

BUDGET

Project Name	Grant Amount
Homeless Prevention	\$ 30,000
Admin	\$ 600
Total	\$ 30,600

MATCH

Match Source	Amount
City In-Kind (Personnel & Office Equipment)	\$ 30,600
Total Match	\$ 30,600

Grant Award	\$30,600
Match Required	\$30,600
Total Cost	\$61,200

**Exhibit C
RESOLUTION**

Hinesville, City of

(hereinafter referred to as "Organization")

WHEREAS, Organization has been offered an award of funds (the "Agreement") from the Georgia Housing and Finance Authority for ESG, PSH Support Services, PSH Harm Reduction and/or HOPWA programs serving eligible clients (as applicable); and

WHEREAS, Organization has reviewed the Agreement and finds the terms to be acceptable; and

WHEREAS, Organization acknowledges that payment under each program will be based on representations and certifications made by officials of Organization, as designated herein.

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of Organization that the terms of the Agreement be accepted by Organization and that the following officers or members specifically named by Organization, be authorized to accept the terms of the Agreement and to sign any and all pertinent documents pertaining thereto on behalf of Organization.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the following persons be authorized (at least 2 signatures are required per draw) to draw funds from DCA on behalf of Organization:

Note: While only two (2) persons are needed to draw funds, at least three (3) persons must be "authorized" by the governing entity of the organization to draw funds from DCA. The persons "authorized" to draw funds may not also execute this Resolution!

Name: _____ Authorized Signature Kenneth Howard Print or Type Name Title: City Manager	Name: _____ Authorized Signature Kim Ryon Print or Type Name Title: Chief Financial Officer
Name: _____ Authorized Signature Lia Jones Print or Type Name Title: City Clerk	Name: _____ Authorized Signature Ryan Arnold Print or Type Name Title: Assistant City Manager

NOW, THEREFORE, BE IT FURTHER RESOLVED, that this Resolution be executed, and together with a **certified copy of the minutes of the meeting**, returned as an exhibit to each Agreement as follows: Office of Homeless and Special Needs Housing, Georgia Department of Community Affairs, 60 Executive Park South NE, Atlanta, Georgia 30329.

Read and approved by Organization on this _____ day of _____, 2022.

Program	Amount
Agency Admin	\$600
Homeless Prevention	\$30,000

By: _____

Title: **Mayor**

Attest: _____

Title: **City Clerk**

(Affix Corporate Seal)



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023

Agenda Item: Low-Income Household Water Assistance Program - Resolution #2023-02

Prepared by: Ryan Arnold

Presented by: Ryan Arnold

PURPOSE: Approval of Resolution #2023-02 renewing the Memorandum of Agreement with the State of Georgia agreeing to participate in the Low-Income Household Water Assistance Program as a Home Water Supplier.

BACKGROUND: On November 1, 2021 the State of Georgia initiated the Low-Income Household Water Assistance Program (LIHWAP). The LIHWAP is a federally funded program created in response to the COVID-19 pandemic that helps households pay for drinking water and wastewater for their homes. This program will help eligible customers experiencing a water burden pay their home water bill.

The LIHWAP program Assistance Program is administered through the Coastal Georgia Area Community Action Authority, Inc. In order for Hinesville residents to be eligible for assistance, the City must register as a Home Water Supplier.

The Hinesville area has been allocated \$191,000 through September of 2023. Applicants are eligible to receive assistance in accordance with the amount of their bill and income level up to \$3,500.

The City of Hinesville Water Department received 74 vouchers for household's March 9, 2022 through October 3, 2022. The amounts were between \$202-\$608 for a total of \$27,652.

On February 17, 2022 the City of Hinesville executed a one-year Memorandum of Agreement with the State of Georgia Department of Human Services to participate in LIHWAP as a Home Supplier of water with an option to renew the agreement for an additional 1-year term.

FUNDING: not applicable

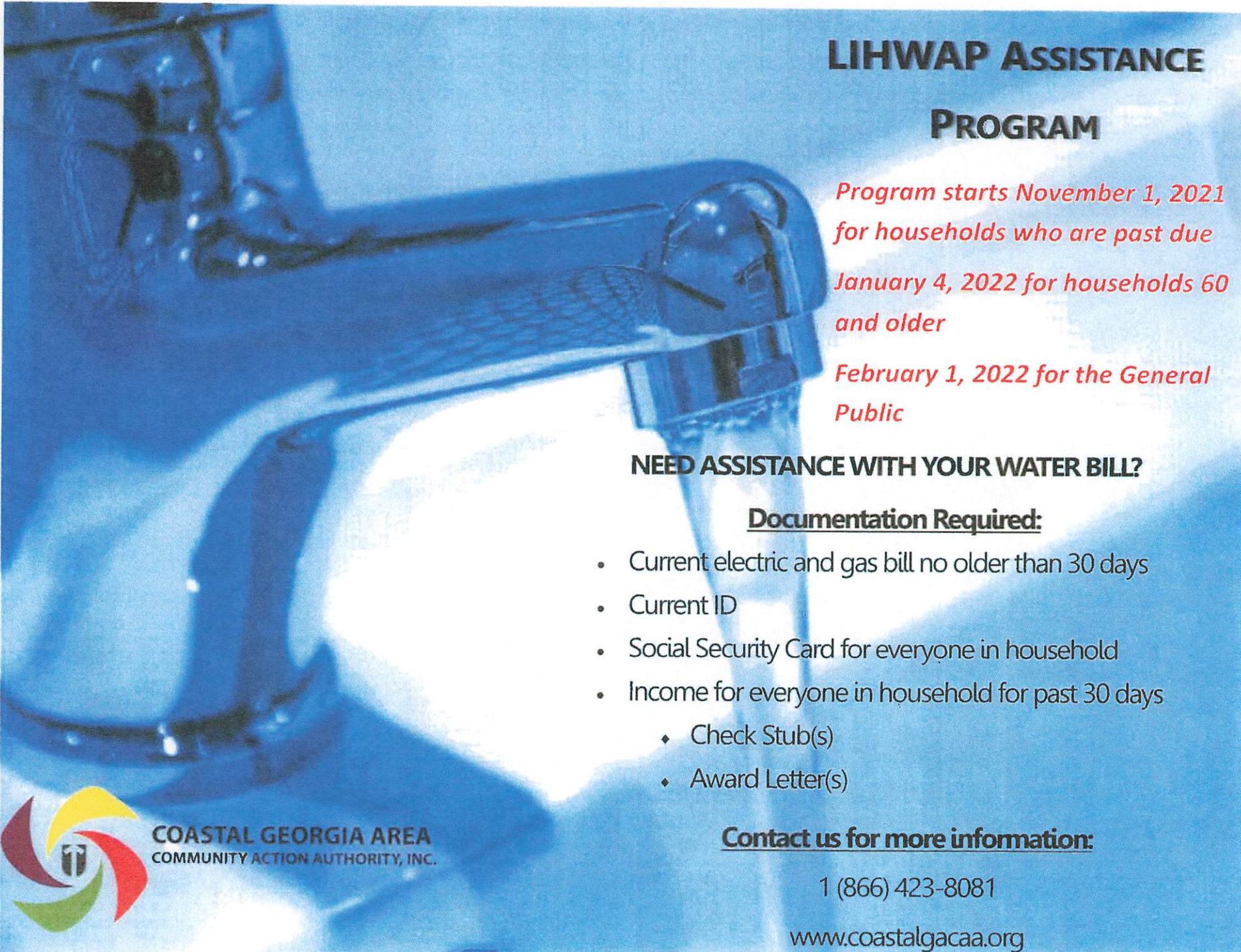
RECOMMENDATION: Approval of Resolution #2023-02 to participate in the Low-Income Household Water Assistance Program for an additional one-year term.

ATTACHMENTS:

1. Attachment 1. LIHWAP Assistance Program Flyer

2. LIHWAP 2022 Program Effectiveness
3. Attachment 2. Resolution #2023-02 LIHWAP Renewal

PREVIOUS COUNCIL DISCUSSION: February 17, 2022 Council Approval of Memorandum of Agreement to participate as a Home Supplier of water through the Low-Income Household Water Assistance Program.



LIHWAP ASSISTANCE PROGRAM

*Program starts November 1, 2021
for households who are past due
January 4, 2022 for households 60
and older*

*February 1, 2022 for the General
Public*

NEED ASSISTANCE WITH YOUR WATER BILL?

Documentation Required:

- Current electric and gas bill no older than 30 days
- Current ID
- Social Security Card for everyone in household
- Income for everyone in household for past 30 days
 - ♦ Check Stub(s)
 - ♦ Award Letter(s)

Contact us for more information:

1 (866) 423-8081

www.coastalgacaa.org



COASTAL GEORGIA AREA
COMMUNITY ACTION AUTHORITY, INC.

LIHWAP 2022

IN THE PAST 10 MONTHS, HOW MANY HOUSEHOLDS DID WE ASSIST?

The City of Hinesville Water Department received 74 vouchers for household's March 9, 2022 through October 3, 2022. The amounts were between \$202-\$608 and the total assistance given was \$27,652.00.

WAS THE WATER DEPARTMENT REIMBURSED ACCORDINGLY?

Yes, according to the paperwork which arrived before the checks or with the checks, all monies were accounted for.

DID WE RECEIVE VOUCHERS IN A TIMELY MANNER?

The City received a promissory note to inform us that water bills would be taken care of to prevent disconnection.

DID WE EXPERIENCE ANY COMMUNICATION BARRIERS?

No. A contact person was established, then we emailed to get what was needed. The effectiveness of the program can only be viewed as positive. It allowed those who needed assistance to get the help they desired. Overall, this program helped many customers.

CITY OF HINESVILLE

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
HINESVILLE, GEORGIA APPROVING A ONE YEAR RENEWAL OPPTION OF THE
MEMORANDUM OF AGREEMENT WITH THE STATE OF GEORGIA
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE LOW-INCOME
WATE ASSISTANCE PROGRAM**

WHEREAS, the State of Georgia Department of Human Services, Division of Family and Children Services provides funding through its Low-Income Household Water Assistance Program;

WHEREAS, the Coastal Georgia Area Community Action Authority administers the program;

WHEREAS, The City of Hinesville is the Home Water Supplier for the City of Hinesville, Flemington;

WHEREAS, The City of Hinesville desires to continue to partner with the Coastal Georgia Area Community Action Authority to accept payments through the Low-Income Household Water Assistance Program from the Coastal Georgia Area Community Action Authority on behalf of eligible households;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City of Hinesville authorizes staff to execute and additional 1-year renewal option per section 4.1. of the Low-Income Household Water Assistance Program.
2. That the City of Hinesville hereby approves this Resolution.

APPROVED this 5th day of, January 2023.

Allen Brown, Mayor

Vicky C. Nelson, Councilmember

Karl A. Riles, Councilmember

Keith Jenkins, Mayor Pro Tem

Jason R. Floyd, Councilmember

Diana F. Reid, Councilmember

ATTEST:

Lia Jones, City Clerk



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Mobile Food Service
Establishment Request
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: Terrence Tyler of Bless 4 Less, would like to operate a mobile food service establishment. The Inspections and Fire Department have reviewed and approved the application.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Bless 4 Less Application
2. Bless 4 Less Background Checks
3. Bless 4 Less Summary Sheet

PREVIOUS COUNCIL DISCUSSION: None

LICENSE YEAR: 2023



MOBILE FOOD SERVICE ESTABLISHMENT LICENSE APPLICATION

DATE RECEIVED:
BLDG INSP:
ZONING:
FIRE:

FOR OFFICE USE ONLY
12/19/22

DATE: _____
DATE: _____
DATE: _____

PAYABLE TO:

City of Hinesville
115 East M.L. King, Jr. Drive
Hinesville, Georgia 31313

NAME OF MOBILE FOOD OWNER:

MAILING ADDRESS: CITY/STATE/ZIP

TRADE NAME OF COMMISSARY:

EMAIL ADDRESS:

BUSINESS / COMMISSARY ADDRESS: CITY/STATE/ZIP

BUSINESS PHONE:

ALTERNATE PHONE:

FOOD VENDING LOCATION ADDRESS:

(Please attach a copy of toilet use form)

SOCIAL SECURITY NUMBER:

BIRTH DATE: MONTH/DAY/YEAR

FEDERAL TAX ID NUMBER:

STATE TAX ID NUMBER:

CITY BUSINESS LICENSE NUMBER:

OWNER DRIVER'S LICENSE NUMBER:

(Please attach a photocopy of driver licenses of all drivers)

TYPE OF VEHICLE: truck/other (specify)

(Please attach a photograph of mobile unit)

MAKE:

MODEL:

VIN:

PLATE NUMBER:

ACTIVE LICENSE / PERMIT FROM ANOTHER COUNTY:

(Please attach a copy of license / permit)

X (YES) (NO)

LICENSE FEE COMPUTATIONS

Amount per event _____ x _____ days

(Enter Amount Due) \$ 500

Administrative Fee

\$ 60

Inspection Fee

\$ 20

Additional Fees

\$ _____

TOTAL DUE:

TOTAL RECEIVED \$ 580.00

IMPORTANT - PLEASE READ CAREFULLY:

The applicant hereby agrees to be bound by all of the terms and conditions of the Ordinances adopted by the City of Hinesville, Georgia and any laws as may apply to the above business. I hereby agree to permit during business hours reasonable inspections as authorized by law. I hereby certify that all information provided is true and correct. I understand that providing false information may result in the revocation of my license. Licenses may be suspended or revoked for violation of the terms of the Ordinance. Notification is required of closing, change of business location or ownership.

THIS 13 DAY OF 12, 2022

(AUTHORIZED SIGNATURE OF APPLICANT)

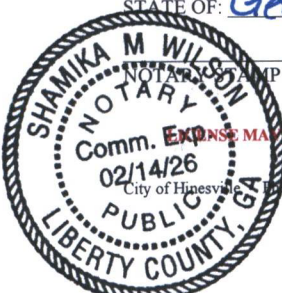
Personally, before me the undersigned appeared Terrence Tyler, who on Oath has sworn that the above information given therein is true and correct.

Sworn to and subscribed before me this 13th day of December, 20 22

STATE OF: Georgia COUNTY OF: Liberty CITY OF: Hinesville

NOTARY PUBLIC OR SEAL:

NOTARY PUBLIC:



WARNING: THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR VIOLATION OF THE TERMS OF THE ORDINANCE. NO BUSINESS, PERSON, OR ORGANIZATION IS TO OPERATE WITHOUT APPROVAL OF THIS APPLICATION FOR LICENSE.

City of Hinesville Phone: (912) 876-3564 • Fax: (912) 369-2658 • www.cityofhinesville.org

Revised March 2022

MAYOR
Allen Brown

CITY MANAGER
Kenneth K. Howard

CITY CLERK
Lia Jones

CITY ATTORNEY
Linnie L. Darden, III



Lloyd L. Slater, Chief of Police

MAYOR PRO TEM
Keith Jenkins

COUNCIL MEMBERS
Diana F. Reid
Vicky C. Nelson
Jason Floyd
Karl A. Riles

FROM THE HINESVILLE POLICE DEPARTMENT

This is to certify that I have checked criminal history records on the enclosed applicants.

Name of applicant

☒ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Moten, Anna Maria

Name of applicant

☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant

☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant

☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant

☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable


Signature

12/15/22
Date

"Home for a Day or a Lifetime"

123 East M.L. King Jr. Drive, Hinesville, GA 31313 (912) 368-8211
www.cityofhinesville.org

MAYOR
Allen Brown

CITY MANAGER
Kenneth K. Howard

CITY CLERK
Lia Jones

CITY ATTORNEY
Linnie L. Darden, III



Lloyd L. Slater, Chief of Police

MAYOR PRO TEM
Keith Jenkins

COUNCIL MEMBERS
Diana F. Reid
Vicky C. Nelson
Jason Floyd
Karl A. Riles

FROM THE HINESVILLE POLICE DEPARTMENT

This is to certify that I have checked criminal history records on the enclosed applicants.

Name of applicant

☒ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Tyler, Terrence L

Name of applicant

☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant

☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant

☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable

Name of applicant

☐ No record on file
☐ Record on file acceptable
☐ Record on file, summary attached
☐ Not acceptable


Signature

12/15/22

Date

"Home for a Day or a Lifetime"

123 East M.L. King Jr. Drive, Hinesville, GA 31313 (912) 368-8211
www.cityofhinesville.org

SUMMARY SHEET FOR MOBILE FOOD SERVICE ESTABLISHMENT LICENSE

YEAR OF LICENSE	2023
NAME OF BUSINESS	Bless 4 Less
ADDRESS OF BUSINESS	217 Lee Place Road Ludowici, GA 31316
NAME OF APPLICANT	Terrance Tyler
NAME OF MANAGER	Terrance Tyler
APPROVED BY HPD	Yes 12/15/2022
APPROVED BY ZONING	Yes 12/14/22
APPROVED BY INSPECTIONS DEPARTMENT	Yes 12/14/22
APPROVED BY HFD	Yes 12/14/22
TYPE OF LICENSE	Mobile Food Service Establishment

NOTES: In the past, Mayor & Council have authorized representatives to solicit from 10:00 am until 7 pm. All authorized representatives must carry a City issued ID card, along with a picture ID, when soliciting.

City Council () Approved () Disapproved by _____ Date: 01-05-2023



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: YR 2023 Alcohol Beverage License Renewals
Prepared by: Deridra Weeks
Presented by: Deridra Weeks

PURPOSE: 2023 Alcohol Beverage License Renewals

BACKGROUND: Current establishments request renewal of their Alcohol Beverage License for Year 2023.

FUNDING: None

RECOMMENDATION: Approval

ATTACHMENTS:

1. Frozen Paradise Bar & Grill
2. Gatas Sports Bar & Grill Summary Sheet
3. Kyoto GA Inc
4. Yellow Bee
5. BP Food Mart
6. Luckys Food Mart
7. Pit Stop

PREVIOUS COUNCIL DISCUSSION: None

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Frozen Paradise Bar & Grill

ADDRESS OF BUSINESS 818 Elma G Miles Parkway
Hinesville, GA 31313

NAME OF APPLICANT(S) Delroy Leslie

NAME OF LOCAL MANAGER Delroy Leslie

APPROVED BY HPD YES 12/14/2022

APPROVED BY ZONING YES 12/06/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/06/2022

APPROVED BY HFD YES 12/06/2022

TYPE OF LICENSE Consumption on premise
Beer, wine, and liquor

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a restaurant. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 01-05-23

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Gata's Sports Bar & Grill

ADDRESS OF BUSINESS 811 Elma G Miles Parkway
Hinesville, GA 31313

NAME OF APPLICANT(S) Farid Gharachorloo

NAME OF LOCAL MANAGER Uquevia Romero

APPROVED BY HPD YES 12/20/2022

APPROVED BY ZONING YES 12/19/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/19/2022

APPROVED BY HFD YES 12/20/2022

TYPE OF LICENSE Consumption on premise
Beer and liquor

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a restaurant. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 12-15-22

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Kyoto GA Inc

ADDRESS OF BUSINESS 213 W Oglethorpe Hwy
Hinesville, GA 31313

NAME OF APPLICANT(S) Wu Ni

NAME OF LOCAL MANAGER Wu Ni

APPROVED BY HPD YES 12/12/2022

APPROVED BY ZONING YES 12/07/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/14/2022

APPROVED BY HFD YES 12/14/2022

TYPE OF LICENSE Consumption on premise
Beer, wine, and liquor

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a restaurant. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 01-05-23

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Yellow Bee

ADDRESS OF BUSINESS 802 Elma G Miles
Hinesville, GA 31313

NAME OF APPLICANT(S) Mynita Griffin

NAME OF LOCAL MANAGER Mynita Griffin

APPROVED BY HPD YES 12/15/2022

APPROVED BY ZONING YES 12/13/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/13/2022

APPROVED BY HFD YES 12/13/2022

TYPE OF LICENSE Consumption on premise
Beer, and wine

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a restaurant. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 01-05-23

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS BP Food Mart

ADDRESS OF BUSINESS 251 W General Screven Way
Hinesville, GA 31313

NAME OF APPLICANT(S) Kantilal Patel

NAME OF LOCAL MANAGER Mynita Griffin

APPROVED BY HPD YES 12/12/2022

APPROVED BY ZONING YES 12/05/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/13/2022

APPROVED BY HFD YES 12/14/2022

TYPE OF LICENSE Consumption off premise
Beer, and wine

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a convenience store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 01-05-23

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Lucky's Food Mart

ADDRESS OF BUSINESS 734A Elma G Miles Parkway
Hinesville, GA 31313

NAME OF APPLICANT(S) Amitkumas Patel

NAME OF LOCAL MANAGER Amitkumas Patel

APPROVED BY HPD YES 12/13/2022

APPROVED BY ZONING YES 12/12/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/12/2022

APPROVED BY HFD YES 12/13/2022

TYPE OF LICENSE Consumption off premise
Beer, and wine

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a convenience store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 01-05-23

SUMMARY SHEET FOR ALCOHOL LICENSE RENEWAL-YEAR 2023

NAME OF BUSINESS Pit Stop

ADDRESS OF BUSINESS 1101 Airport Road
Hinesville, GA 31313

NAME OF APPLICANT(S) Priteshkumar Patel

NAME OF LOCAL MANAGER Priteshkumar Patel

APPROVED BY HPD YES 12/15/2022

APPROVED BY ZONING YES 12/13/2022

**APPROVED BY INSPECTIONS
DEPARTMENT** YES 12/13/2022

APPROVED BY HFD YES 12/13/2022

TYPE OF LICENSE Consumption off premise
Beer, and wine

SUNDAY SALES Yes

VIOLATION HISTORY No violations past 12 months

NOTES: This business operates as a convenience store. This location is not on probation.

City Council () Approved () Disapproved by _____ Date 01-05-23



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Public Comment
Prepared by: Lia Jones
Presented by: Mayor Brown

PURPOSE: To Allow Citizens to Address Mayor and Council.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION:



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Mayor Brown's Report
Prepared by: Christy Deloach
Presented by: Mayor Brown

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Councilmember Riles Report
Prepared by: Jean Marie Reynolds
Presented by: Councilmember Riles

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Mayor Pro Tem Jenkins Report
Prepared by: Brittany Avery
Presented by: Mayor Pro Tem Jenkins

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Councilmember Nelson's Report
Prepared by: Wendy Bruce Sochia
Presented by: Councilmember Nelson

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Councilmember Floyd's Report
Prepared by: Rose Kenner
Presented by: Councilmember Floyd

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Councilmember Reid's Report
Prepared by: Darlene Parker
Presented by: Councilmember Reid

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: City Manager's Report
Prepared by: Christy Deloach
Presented by: Kenneth Howard

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None



City of Hinesville, Georgia, Council Meeting

Date: January 5, 2023
Agenda Item: Executive Session
Prepared by: Lia Jones
Presented by: Mayor Allen Brown

PURPOSE: To Hold an Executive Session to Discuss Real Estate Matters.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION: None