



# CITY OF PORT WENTWORTH

CITY COUNCIL

JULY 12, 2022

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Council Meeting Room

Regular Meeting

7:00 PM

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7224 GA HIGHWAY 21  
PORT WENTWORTH, GA 31407

**1. CALL MEETING TO ORDER**

**2. PRAYER AND PLEDGE OF ALLEGIANCE**

**3. ROLL CALL - CLERK OF COUNCIL**

**4. APPROVAL OF AGENDA**

**5. RECOGNITION OF SPECIAL GUESTS**

**6. PUBLIC COMMENTS - REGISTERED SPEAKERS**

**7. ELECTIONS & APPOINTMENTS**

**8. ADOPTION OF MINUTES**

A. Regular Council Meeting Minutes - June 23, 2022

**9. COMMUNICATIONS & PETITIONS**

**10. COMMITTEE REPORTS**

**11. CONSENT AGENDA**

A. Red Robin Court Roadway Improvements Pay Request No. 6 in the amount of \$67,153.50 to Griffin Contracting Inc.

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS**

A. Effingham County Inmate Intergovernmental Agreement

B. TSPLOST Resolution

C. Insurance Company License Fee

➤Public Hearing

➤Action

- D. 1st Reading Zoning Map Amendment Application submitted by the City of Port Wentworth, for PIN #'s 70913 01013 (18 Gulfstream Road), 70913 01012 (60 Clifton Boulevard), 70913 01007 (84 Clifton Boulevard), 70913 01010 (Gulfstream Road), 70913 01008 (34 Gulfstream Road), 70913 01011 (116 Gulfstream Road), 70913 01001 (120 Gulfstream Road), 70914 01001B (120 Gulfstream Road), 70914 01001A (Gulfstream Road), 70970A02004 (Gulfstream Road), 70970A02006 (20 Mincey Boulevard), 70970A02007 (24 Mincey Boulevard), 70970A02003 (32 Mincey Boulevard), 70914 01003 (46 Mincey Boulevard), 70914 01004 (60 Mincey Boulevard), and 70970A01002 (190 Gulfstream Road) to zone the properties P-I-2 (Planned Industrial) for the purpose of establishing City of Port Wentworth Zoning Districts.

➤Public Hearing

➤Action

- E. Site Plan Review Application submitted by Kim Thomas, Dewitt Tilton Group on behalf of Brian Orr for PIN # 7-0906-02-002 (8191 Old Highway 21) for a Specific Development Site Plan to allow a Truck Shop in a P-C-2 (Planned Community Business) Zoning District

➤Public Hearing

➤Action

**14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS**

**15. EXECUTIVE SESSION**

**16. ADJOURNMENT**



**City Council**  
7224 GA Highway 21  
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 07/12/22 07:00 PM  
Department: Public Services  
Category: Purchase  
Prepared By: Omar Senati-Martinez  
Department Head: Omar Senati-Martinez

11.A

**AGENDA ITEM (ID # 2696)**

DOC ID: 2696

## **Red Robin Court Roadway Improvements Pay Request No. 6 in the amount of \$67,153.50 to Griffin Contracting Inc.**

**Issue/Item:** Red Robin Court Roadway Improvements Pay Request No. 6 in the amount of \$67,153.50 to Griffin Contracting Inc.

**Background:** Red Robin Court has been identified, by road condition standards established by the Georgia Department of Transportation, as City streets in need of repair and resurfacing. Trent Long, PE, T. R. Long Engineering, P. C., prepared plans and bid packets for the project. The contract was awarded to Griffin Contracting, Inc., in the amount of \$448,600.00.

**Facts and Findings:** The contractor has completed a portion of the work in accordance with the contract. T.R. Long Engineering, P.C., has reviewed the applications, quantities, and values of work submitted by the contractor, and recommends payment in the amount of \$67,153.50.

**Funding:** Budgeted Line Item

**Recommendation:** Approval based upon the recommendation of T.R. Long Engineering, P.C.

### **ATTACHMENTS:**

- 2021-81 Pay Request 6 (PDF)
- 2021-81 Affidavit (PDF)

**APPLICATION AND CERTIFICATION FOR PAYMENT**TO OWNER: City of Port Wentworth, 7224 GA Hwy 21, Port Wentworth, GA 31407Project: Red Robin Court Roadway Improvements

FROM CONTRACTOR:

Griffin Contracting, Inc.ADDRESS: 122 Pipemakers Circle, Suite 207Pooler, Georgia 31322

VIA ENGINEER:

T.R. Long Engineering, P.C.**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the attached Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 448,600.00

2. Net change by Change Orders \$ (8,850.31)

3. CONTRACT SUM TO DATE (Line 1+2) \$ 439,749.69

4. TOTAL COMPLETED & STORED TO DATE: \$ 438,329.69

5. Retainage:

a. 0 % of Completed Work \$

Total Retainage \$6. TOTAL EARNED LESS RETAINAGE: \$ 438,329.697. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$ 371,176.198. CURRENT PAYMENT DUE: \$ 67,153.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$	8,850.31
TOTALS	\$	8,850.31
NET CHANGES by Change Order	\$	(8,850.31)

APPLICATION NO. 6

PAGE 1 OF 3 PAGES

PERIOD TO: 4/30/2022

Distribution to:

ENGINEER'S PROJECT NUMBER:

OWNER

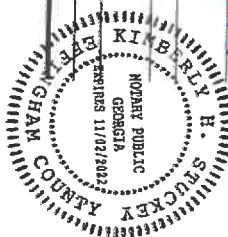
CONTRACT DATE: September 20, 2021

ENGINEER

CONTRACTOR

TRL # 2021-81 H

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current Payment shown herein is now due.

CONTRACTOR: Griffin Contracting, Inc.By: Chris DavisDate: 04/27/22State of: GeorgiaCounty of: ChathamSubscribed and sworn to before me this 27th day of April, 2022Notary Public: Shirley H. StuckeyMy Commission expires: 11/30/2022**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:.....\$ 67,153.50ARCHITECT: T.R. LongBy: T.R. LongDate: 4-27-2022

The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

## CONTINUATION SHEET

Application and certification for Payment, containing  
Contractor's signed certification is attached.  
Use Column I on Contracts where variable retentage for line items may apply.

PAGE 2 OF 3 PAGES

APPLICATION NO: 6  
APPLICATION DATE: 27-Apr-22  
PERIOD TO: 30-Apr-22  
ENGINEER'S PROJECT NO: TRL # 2021-81-H

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE (C*E)	CURRENT QUANTITY	CURRENT VALUE (C*G)	PREVIOUS QUANTITY	PREVIOUS VALUE (I*J)	MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL COMPLETED AND STORED TO DATE (H+K)	PERCENT COMPLETE % (L/F)	BALANCE TO FINISH (F-L)
1	Grading Modified	0.11	MI	\$430,000.00	47,300.00	0.01	\$4,300.00	0.10	\$43,000.00	\$0.00	\$47,300.00		\$0.00
2	Remove & Replace Subgrade Mat	784	CY	\$40.00	31,360.00	0.00	\$0.00	784.00	\$31,360.00	\$0.00	\$31,360.00		\$0.00
3	8" Graded Aggregate Base (GAB)	1650	SY	\$28.00	46,200.00	82.00	\$2,296.00	1,568.00	\$43,904.00	\$0.00	\$46,200.00		\$0.00
4	Geotextile Fabric Tensar TX 160	1650	SY	\$7.40	12,210.00	82.00	\$606.80	1,568.00	\$11,603.20	\$0.00	\$12,210.00		\$0.00
5	3" Asphalt 19 MM SP Binder	264.96	TON	\$107.00	28,350.72	0.00	\$0.00	264.96	\$28,350.72	\$0.00	\$28,350.72		\$0.00
6	1.5" Asphalt 12.5 MM SP Surface	156.61	TON	\$123.00	19,263.03	0.00	\$0.00	156.61	\$19,263.03	\$0.00	\$19,263.03		\$0.00
7	Remove & Replace 24" C&G	1150	LF	\$40.00	46,000.00	0.00	\$0.00	1,150.00	\$46,000.00	\$0.00	\$46,000.00		\$0.00
8	Remove & Replace 6" Driveways	568	SY	\$83.00	47,144.00	0.00	\$0.00	568.00	\$47,144.00	\$0.00	\$47,144.00		\$0.00
9	Temporary Transition Driveways	87.36	TON	\$89.00	7,775.04	0.00	\$0.00	87.36	\$7,775.04	\$0.00	\$7,775.04		\$0.00
10	Grate Inlet Type 5	4	EA	\$4,785.00	19,140.00	0.00	\$0.00	4.00	\$19,140.00	\$0.00	\$19,140.00		\$0.00
11	Junction Box/Interference Box	3	EA	\$3,580.00	10,740.00	0.00	\$0.00	3.00	\$10,740.00	\$0.00	\$10,740.00		\$0.00
12	Connect to Existing Storm Pipe	1	EA	\$1,250.00	1,250.00	0.00	\$0.00	1.00	\$1,250.00	\$0.00	\$1,250.00		\$0.00
13	18" RCP Pipe	176	LF	\$72.00	12,672.00	0.00	\$0.00	176.00	\$12,672.00	\$0.00	\$12,672.00		\$0.00
14	24" RCP Pipe	24	LF	\$90.00	2,160.00	0.00	\$0.00	24.00	\$2,160.00	\$0.00	\$2,160.00		\$0.00
15	30" RCP Pipe	266	LF	\$97.00	25,802.00	0.00	\$0.00	266.00	\$25,802.00	\$0.00	\$25,802.00		\$0.00
16	6" Flared End Section	1	EA	\$1,179.00	1,179.00	0.00	\$0.00	1.00	\$1,179.00	\$0.00	\$1,179.00		\$0.00
17	6" Sock Drain w/#57 Stone& Fabric	1150	LF	\$25.70	29,555.00	0.00	\$0.00	1,150.00	\$29,555.00	\$0.00	\$29,555.00		\$0.00
18	5" Solid Double Yellow	0	LF	\$1.50	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00
19	24" Stop Bar	1	EA	\$220.00	220.00	1.00	\$220.00	0.00	\$0.00	\$0.00	\$220.00		\$0.00
20	Inlet Sediment Trap (SD2-F)	5	EA	\$250.00	1,250.00	5.00	\$1,250.00	0.00	\$0.00	\$0.00	\$1,250.00		\$0.00
21	Inlet Sediment Trap (SD2-P)	4	EA	\$250.00	1,000.00	4.00	\$1,000.00	0.00	\$0.00	\$0.00	\$1,000.00		\$0.00
22	Concrete Washout (CSW)	0	EA	\$1,960.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00
23	Rip Rap (ST)	45	SY	\$100.00	4,500.00	45.00	\$4,500.00	0.00	\$0.00	\$0.00	\$4,500.00		\$0.00
24	Silt Fence Sd1-N5	53	LF	\$5.30	280.90	53.00	\$280.90	0.00	\$0.00	\$0.00	\$280.90		\$0.00
25	Temporary Grassing (Ds2)	0.24	AC	\$2,000.00	480.00	0.10	\$200.00	0.00	\$0.00	\$0.00	\$200.00		\$0.00
26	Permanent Grassing (Ds3)	0.24	AC	\$3,000.00	720.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00		\$0.00
27	2" Sod Strip Behind Curb (Ds4)	356	LF	\$3.00	1,068.00	356.00	\$1,068.00	0.00	\$0.00	\$0.00	\$1,068.00		\$0.00
28	Mulching (Ds1)	0.24	AC	\$3,000.00	720.00	0.10	\$300.00	0.00	\$0.00	\$0.00	\$300.00		\$0.00
29	Traffic Control	1	LS	\$18,320.00	18,320.00	0.00	\$0.00	1.00	\$18,320.00	\$0.00	\$18,320.00		\$0.00

## CONTINUATION SHEET

Application and Certification for Payment, containing  
Contractor's signed certification is attached.  
Use Column I on Contracts where variable retainage for line items may apply.

PAGE 3 OF 3 PAGES

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APPLICATION DATE: 27-Apr-22  
PERIOD TO: 30-Apr-22  
ENGINEER'S PROJECT NO: TRL # 2021-81 H

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE (C*E)	CURRENT QUANTITY	CURRENT VALUE (E*G)	PREVIOUS QUANTITY	PREVIOUS VALUE (E*I)	MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL COMPLETED AND STORED TO DATE (L+K+M)	PERCENT COMPLETE % (L/F)	BALANCE TO FINISH (F-L)
30	Mobilization 3% Max	1	LS	\$13,200.00	13,200.00	0.00	\$0.00	1.00	\$13,200.00	\$0.00	\$13,200.00		\$0.00
CO # 2	Lower Existing Water Main	1	LS	\$8,100.00	8,100.00	1.00	\$8,100.00	0.00	\$0.00	\$0.00	\$8,100.00		\$0.00
CO # 2	Remove & Reset Junction Box	1	LS	\$1,790.00	1,790.00	1.00	\$1,790.00	0.00	\$0.00	\$0.00	\$1,790.00		\$0.00
	TOTAL				439,749.69		25,911.70		412,417.99	0.00	438,329.69		\$ 1,420.00

**CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER**

**PERSONALLY APPEARED** before me, the undersigned attesting authority in and for the State of Georgia and Chatham County, the undersigned deponent, who being first duly sworn, on oath deposes and says as follows:

1. That the undersigned is the contractor ("Contractor") who contracted with the City of Port Wentworth (the "City") for the following work:  
Red Robin Court Roadway Improvements

Performed upon or with regard to the following property: Red Robin Court: From Benton Blvd to Lake Shore Blvd

2. A contract for such work was executed on September 20, 2021 and may subsequently have been amended by one or more change orders (collectively referred to herein as the "Contract").

3. The undersigned warrants that the work described by such Contract has been fully completed according to the terms of the Contract between Contractor and City, and in accordance with all change orders thereto, and that all bills incurred for labor, material and/or services furnished or performed in connection with such work have been fully paid, without exception, including the bills of all mechanics, materialmen, suppliers or laborers used by me or by my subcontractors.

4. The undersigned acknowledges receipt of all monies which Contractor and all of Contractor's mechanics, materialmen, suppliers, laborers, and other subcontractors are due under the terms of said Contract. This Affidavit is made under the provisions of Official Code of Georgia annotated Section 44-14-361.2 and is made for the purpose of inducing said City to pay the balance of their contract price to Contractor.

5. Contractor expressly and unconditionally waives any lien rights which Contractor has or may have against or with regard to City or City's aforesaid Property.

**CONTRACTOR:**  
 Griffin Contracting, Inc.

Bhagwanshi  
 WITNESS

Chris Davis

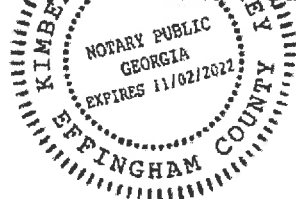
Sworn to and subscribed before me this  
12<sup>th</sup> day of April, 2022

Printed Name: Chris Davis

Address: 122 Pipemakers Circle

Suite 207, Pooler, GA 31322

Notary Public  
 My Commission Expires: 11/2/2022







**City Council**  
7224 GA Highway 21  
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 07/12/22 07:00 PM  
Department: All  
Category: Agreement  
Prepared By: Zahnay Smoak  
Department Head: Steve Davis

13.A

**AGENDA ITEM (ID # 2699)**

DOC ID: 2699

## **Effingham County Inmate Intergovernmental Agreement**

**Issue/Item:** We have great need for additional public works employees. Adding inmate labor is common among our neighboring cities and will give us an affordable option to clean up our city. The city stormwater ditches and canals are in bad need of cutting and dredging. Inmate labor will enhance our ability to expedite the rehabilitation of our system.

**Background:** Effingham County has a prison work camp they run in coordination with the Georgia DOC. These inmates can cut grass, clean ditches, paint, carpentry, mechanical work, janitorial and many other tasks as needed.

**Facts and Findings:** Effingham County will provide a correction officer and 8-12 inmates as well as their food, water and health care. Port Wentworth will have to supply a transport van and equipment for the work to be performed. And the city will have to provide fuel and maintenance of van and equipment.

**Funding:** Corrections Officer \$85,000 - Van \$60,000 - Equipment \$5,000 - Fuel \$15,000

**Recommendation:** Approve

### **ATTACHMENTS:**

- Effingham County Inmate Agreement. (DOCX)



State of Georgia  
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA AND THE CITY OF PORT WENTWORTH,  
GEORGIA FOR THE USE OF COUNTY INMATES ON CITY AND COUNTY  
PROPERTY.

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS,  
hereinafter referred to as "Effingham County" houses inmates pursuant to a contract  
with the Georgia Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to other  
governmental entities; and

WHEREAS, Effingham County's inmate labor force exceeds the County's current  
demands for inmate labor; and

WHEREAS, the City of Port Wentworth, Georgia hereinafter referred to as "the City  
of Port Wentworth" is desirous of hiring prison work crews to assist in the  
maintenance of City Property within the corporate limits of Port Wentworth;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

WITNESSETH:

PART A

Effingham County and the City of Port Wentworth agree to the following:

- (1) Effingham County shall supply to The City of Port Wentworth a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Prison Public Work Camp, located in Springfield, Georgia The correctional supervisor and assigned inmates shall be used exclusively by The City of Port Wentworth and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.
- (2) Under normal circumstances the work detail will work the same hours and under the same conditions as other EFFINGHAM COUNTY PRISON Public Work Camp employees (Monday through Friday, 7:30 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out

during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Prison, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Port Wentworth, Georgia for work detail purposes.
- (4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Port Wentworth, Georgia. The City of Port Wentworth shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Port Wentworth, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Port Wentworth, Georgia as well as between work sites within The City of Port Wentworth.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Port Wentworth work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Port Wentworth. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.
- (7) The City of Port Wentworth will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Port Wentworth, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1 (33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Port Wentworth equipment.
- (8) The City of Port Wentworth shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and

larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison.

- (9) Effingham County shall schedule and have performed all routine and other maintenance of the vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Port Wentworth's Public Works Director prior to performing the maintenance. The City of Port Wentworth shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary vehicle maintenance shall be paid within thirty (30) days of receipt.
- (10) The City of Port Wentworth shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Port Wentworth shall exercise any immediate control, direction, or supervision over any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct said inmates accordingly. The City of Port Wentworth Public Works Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.
- (11) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Port Wentworth will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days of receipt. The total cost under this agreement is Ninety Thousand Dollars (\$90,000) per year. This will be prorated for the initial term of this Agreement. This cost includes the correctional supervisor's salary and employment benefits, Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes and a portion of the inmate cost. Effingham County will notify the City of Port Wentworth each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.
- (12) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Prison and shall follow all rules and regulations that are set forth by the County, State, and Effingham County Prison.
- (13) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls

in sick, up to a maximum of fifteen (15) days. The prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.

- (14) This Agreement may be terminated at any time by either party, with or without cause, by providing the other at least ninety (90) calendar days' prior written notice.
- (15) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto.

NOW WHEREAS, This Agreement will become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, upon execution by all parties and will be in effect for the duration of the year, July 1, 2022 through June 30, 2023. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

[ SIGNATURES ON FOLLOWING PAGE ]

The foregoing is agreeable, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Wesley Corbitt, Chairman

Attested: \_\_\_\_\_  
Stephanie D. Johnson, County Clerk

**EFFINGHAM COUNTY PRISON**

By: \_\_\_\_\_  
Victor Walker, Warden

**THE CITY OF PORT WENTWORTH, GEORGIA**

By: \_\_\_\_\_  
Gary Norton, Mayor

Attested: \_\_\_\_\_  
Zahnay Smoak, City Clerk

Agreement reviewed and approved by:

\_\_\_\_\_  
Effingham County Attorney  
Edward L. Newberry, Jr.

\_\_\_\_\_  
City of Port Wentworth City Attorney  
Scott C. Robichaux

Attachment: Effingham County Inmate Agreement. (2699 : Effingham County Inmate IGA)



**City Council**  
7224 GA Highway 21  
Port Wentworth, GA 31407

**SCHEDULED**

**AGENDA ITEM (ID # 2700)**

Meeting: 07/12/22 07:00 PM  
Department: All  
Category: Resolution  
Prepared By: Zahnay Smoak  
Department Head: Steve Davis

DOC ID: 2700

13.B

## TSPLOST Resolution

**Issue/Item:** Chatham County and all of the cities within Chatham have had numerous meetings to discuss the potential for a single county Transportation Special Local Option Sales Tax (TSPLOST). The meetings have generated good discussions and a negotiated split for each government.

**Background:** The new penny will generate approximately \$420 Million county wide over the next 5 years. Port Wentworth split will be \$19.3 Million or 4.59% of the overall.

**Facts and Findings:** Each city is required to show how the funds will be allocated by category. Attached is the recommended split after considering the overall needs of the city. Additionally, we need to state whether we will be bonding the proceeds to expedite the projects.

**Funding:** N/A

**Recommendation:** Approve

### **ATTACHMENTS:**

- IGA with cities LTP 6-30-2022 (GPW clean) (DOCX)
- PW TSPLOST Category List (PDF)

STATE OF GEORGIA     )  
COUNTY OF CHATHAM   )

**INTERGOVERNMENTAL AGREEMENT  
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2022  
TRANSPORTATION SPECIAL PURPOSE LOCAL  
OPTION SALES TAX FOR CAPITAL  
TRANSPORTATION PROJECTS**

**THIS AGREEMENT** (this “Agreement”) is made and entered this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Chatham County, a political subdivision of the State of Georgia (the County), and the Mayor and Council of the town of Thunderbolt, a municipal corporation, the Mayor and Council of Bloomingdale, a municipal corporation, the Mayor and Council of Garden City, a municipal corporation, the Mayor and Council of Port Wentworth, a municipal corporation, the Mayor and Aldermen of Savannah, a municipal corporation, the Mayor and Council of Tybee Island, a municipal corporation, the Mayor and Aldermen of Vernonburg, a municipal corporation, the Mayor and Council of Pooler, a municipal corporation, and all political subdivisions of the State of Georgia (hereinafter the “Municipalities” or “Cities”) and herein collectively referred to as the “Governing Authorities”. acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

**WITNESSETH:**

**WHEREAS**, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (the “TSPLOST”) to fund authorized transportation purposes for the use and benefit of the County and qualified municipalities within the County; and

**WHEREAS**, the governing authorities of the County and the Municipalities met together on June 16, 2022 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

**WHEREAS**, the County and Cities have negotiated a division of the **TSPLOST** to be collected in the event a majority of the votes cast in the election are in favor of imposing the TSPLOST; and

**WHEREAS**, the County may enter into agreements with the other municipalities in the County providing for the distribution of a portion of TSPLOST proceeds to such other municipalities to fund allowable capital outlay projects as authorized by the referendum to be held on November 8<sup>th</sup>, 2022, if passed; and

**WHEREAS**, the County, and the Municipalities, and all citizens of the County will derive substantial benefits from the proposed projects to be funded by TSPLOST proceeds distributed pursuant to this Agreement; and

**WHEREAS**, the County and the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax.



**NOW THEREFORE**, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the Municipalities as follows:

All recitals above are incorporated by reference into the body of this agreement.

**Section 1. Representation of the Parties.** Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering into this Agreement:

(a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on the 8<sup>th</sup> of November, 2022, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Chatham County, as authorized by the Act for up to five years (20 calendar quarters) commencing on the 1<sup>st</sup> of April, 2023, for the purpose of funding specified Projects (hereinafter more fully referred to and defined), and whether or not the County shall be authorized to issue general obligation debt in the principal amount of \$50,000,000 to finance certain of the Projects. The City of Savannah shall be authorized to issue general obligation debt in the principal amount of up to \$50,000,000 to finance certain of the Projects. The City of Garden City shall be authorized to issue general obligation debt in the principal amount of up to \$15,000,000 to finance certain of the Projects. The Town of Thunderbolt shall be authorized to issue general obligation debt in the principal amount of up to \$3,000,000 to finance certain of the Projects. The amount of money to be raised by the TSPLOST is estimated to be \$420,000,000 (Four Hundred and Twenty Million Dollars).

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a “qualified municipality” as such term is defined in the Act. During a public meeting of its respective governing boards, each conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

(e) This Agreement is a valid, binding, and enforceable obligation of the County and the Municipalities; and

(f) The Cities are located entirely or partially within the geographic boundaries of the special tax district created in the County.

**Section 2. Conditions Precedent.** The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Chatham County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.

(c) This Agreement is further conditioned upon the collection of TSPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County for appropriate distribution to the Municipalities.

**Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax.** The TSPLOST, subject to approval in an election to be held on the 8<sup>th</sup> of November, 2022, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$420,000,000 (before deduction of collection fees by the State of Georgia Department of Revenue and management expenses by Chatham County). The maximum period of time for which the tax may be imposed is five years, beginning on the 1<sup>st</sup> day of April, 2023.

**Section 4. Effective Date and Term of This Agreement.** This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

(a) The official declaration by the Board of Elections and Registration of Chatham County of the failure of the election described in this Agreement; or

(b) The expenditure by the County and the Municipalities of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

**Section 5. Restrictions as to Use of Tax Funds.**

A. The Cities and the County shall comply with all requirements of Georgia law pertaining to all TSPLOST funds each receives, including but not limited to the following:

(i) All TSPLOST funds and interest received may only be used for projects described in Exhibit A which is attached hereto and made part of this Agreement.

a. If circumstances arise which dictate that a project which initially seemed feasible is no longer so, then the governing body to which the TSPLOST funds for such project was allocated under this Agreement may use its lawful discretion to make adjustments in its plan of capital projects.

b. In the event that the cost to complete a project is less than the amount allocated to that project, under this Agreement, then the governing body to which the TSPLOST funds for such project were allocated may use its lawful discretion to make adjustments in its plan of capital projects to utilize the funds for other projects provided for in this Agreement.

c. The lack of funds to complete a project contained on Exhibit A by any governing authority is not grounds to deem the project infeasible.

- (ii) All TSPLOST funds received shall be accounted for in a separate fund as more fully described herein and not commingled with other monies prior to expenditure for allowable uses.
  - (iii) Interest earned from the investment of TSPLOST funds prior to their disbursement for allowable expenditures shall be considered TSPLOST funds and used under the same restriction for TSPLOST funds as set forth in subparagraph (i) above.
  - (iv) No TSPLOST funds received may be used for general operating expenses. TSPLOST funds may be used to repay loans made to temporarily fund TSPLOST capital projects in anticipation of receipt of TSPLOST funds or may be used to pay debt service on any general obligation debt authorized in conjunction with the TSPLOST. In accordance with O.C.G.A. § 48-8-269.5, excess proceeds of the TSPLOST shall be used solely for the purpose of reducing any indebtedness of the County to the Cities other than indebtedness incurred pursuant to the TSPLOST election. If there is no such other indebtedness or if the excess proceeds exceed the amount of any such other indebtedness, then the excess proceeds shall next be paid into the general fund of the County or the Cities, it being the intent that any funds so paid into the general fund of the County or the Cities be used for the purpose of reducing ad valorem taxes.
- B. The County and Cities agree to proceed with the acquisition, construction, design, permitting, equipping and installation of the projects specified in Exhibit A of this Agreement, subject to the availability of funds.
- C. The County and Cities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each project undertaken as required to fulfill the terms of this Agreement.
- D. If after 5 years the collection of TSPLOST fund net proceeds falls short of the \$420,000,000 anticipated, the County and the Cities agree to only receive their pro rata share of the income based on the division percentages in Section 8 (c).
- E. If after 5 years or after reaching the \$420,000,000 of the collection of TSPLOST funds net proceeds are greater than the \$420,000,000 anticipated, the County and the Cities agree to divide the excess funds as to their pro rata share of the income based on the division percentages in Section 8(d).

## **Section 6. Purposes and Projects, Priority and Order of Funding.**

(a) In recognition of the need for transportation improvements across the County and the Municipalities, the parties agree that the estimated total net proceeds (\$420,000,000) and any additional overage shall be utilized for the following transportation purposes (the “Purposes”): roads, trails, roundabouts, sidewalks, traffic signals, Chatham Area Transit, One Chatham, drainage, resurfacing, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.

(b) The County and the Municipalities recognize the necessity of a County-wide mobility system that connects people to the places they need and want to go throughout the County and the area economic market. TSPLOST further prioritizes a system that offers choice to all and emphasizes the equity core that anchors the development and delivery of infrastructure that meets these aims. The County's transit partner, Chatham Area Transit (CAT) is embarking on a Master Transit Plan and Implementation Strategy development over the remainder of this year and early 2023 that will define the transit investments to enhance connectivity and mobility serving the County and the Municipalities as well as the region. County and Municipal TSPLOST support will include the appropriate consideration of transit supportive infrastructure such as sidewalks and shelters as well as partnership funding to leverage grants for system expansion, fleet and operations sustainability including EV, and a keen focus on connecting all of Chatham County

(c) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the "Projects"), are listed in Exhibit A which is attached hereto and made part of this Agreement.

(d) All Projects and Purposes described herein shall be funded from TSPLOST proceeds as provided in this Agreement, and as specified in Exhibit A. No party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

#### **Section 7. TSPLOST Funds; Separate Accounts; No Commingling.**

(a) A special fund or account shall be created by the County and designated as the 2022 Chatham County Transportation Special Purpose Local Option Sales Tax Fund (the "County TSPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the County TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) Each Municipality shall create a special fund to be designated as the 2022 [*Municipality name*] Transportation Special Purpose Local Option Sales Tax Fund (each a "Municipal TSPLOST Fund"). Each Municipality shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(c) All TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. TSPLOST proceeds shall not be commingled with other funds of the County or the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

#### **Section 8. Procedure for Disbursement of TSPLOST Proceeds.**

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the Municipalities as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST up to \$420,000,000 shall be apportioned by the County according to the figures

provided herein in Section 8(c). The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 60 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c). The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 7(b) of this Agreement. The monies in each Municipality's TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Municipal Transportation Projects listed for that Municipality in Exhibit A.

(c) The parties will divide the monthly actual proceeds as follows:

1. Chatham County – 45.0695%
2. City of Savannah – 34.6007%
3. Pooler – 7.6565%
4. Garden City – 4.3891%
5. Port Wentworth – 4.6417%
6. Tybee Island – 1.3824%
7. Bloomingdale – 1.0831%
8. Thunderbolt – 1.1028%
9. Vernonburg – 0.0742%

(d) If after 5 years or after reaching \$420,000,000 of the collection of TSPLOST funds net proceeds are greater than the \$420,000,000 anticipated, the County and the Cities agree to divide the excess funds as to their pro rata share of the income based on the division percentages below:

The parties will divide the monthly excess fund proceeds as follows:

1. Chatham County – 31.97%
2. City of Savannah – 48.72%
3. Pooler – 8.01%
4. Garden City – 3.60%
5. Port Wentworth – 3.60%
6. Tybee Island – 1.54%
7. Bloomingdale – 1.47%
8. Thunderbolt – 0.98%
9. Vernonburg – 0.09%

## **Section 9. Project Monitoring, Record-Keeping and Reporting, Audits.**

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equiptage and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which requires that certain information be included in the annual audit of the County or each of the Municipalities. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the County TSPLOST Fund and each Municipal TSPLOST Fund shall be audited annually by an independent

certified public accounting firm. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County a copy of its annual audit.

(c) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement.

#### **Section 10. Completion of Projects.**

(a) The County and the Municipalities acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Project included for that Municipality in Exhibit A.

(d) The County and the Municipalities agree that each approved TSPLOST Project associated with this Agreement shall be substantially completed or started within five years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or Municipality at the end of the five-year period which is not already designated to be spent on a project in Exhibit A, be measured from the date of termination of the TSPLOST agreement shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

**Section 11. Certificate of Completion and Termination.** Within thirty (30) days after the acquisition, construction or installation of a Municipal Project listed on Exhibit A is completed, the Municipality owning the Project shall file with the County a certificate of completion signed by the mayor or other chief elected official of the respective Municipality, setting forth the date on which the Project was completed and the final cost of the Project. The County shall file a completion certificate of County projects with the Chatham County Board of Commissioners.

#### **Section 12. The County Debt.**

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation debt of the County in the principal amount of up to \$50,000,000.00.

The County may use the proceeds of its debt for the purpose of funding County Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith. The form of ballot will include the following language to provide for the authorization of general obligation debt:



“If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Chatham County in the principal amount of \$50,000,000.

(b) The County’s debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund.

(c) The County will be responsible for all facets of the debt issuance and repayment process. The County will select its own underwriter, bond counsel, local counsel, etc. The County will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process.

### **Section 13. The Cities Debt.**

(a) The Cities of Savannah, Garden City and Thunderbolt have each requested that the County include language in the TSPLOST election ballot for the authorization of general obligation debt. The form of ballot will include the following language to provide for the authorization of general obligation debt for such cities:

“If imposition of the tax is approved by the voters of the City of Savannah, such vote shall also constitute approval of the issuance of general obligation debt of the City of Savannah in the principal amount of \$50,000,000. If imposition of the tax is approved by the voters of Garden City, such vote shall also constitute approval of the issuance of general obligation debt of the City of Garden City in the principal amount of \$15,000,000. If imposition of the tax is approved by the voters of the Town of Thunderbolt, such vote shall also constitute approval of the issuance of general obligation debt of the City of Thunderbolt in the principal amount of \$3,000,000.”

- (a) The Cities may use the proceeds of its debt for the purpose of funding City Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The Cities acknowledge that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.
- (b) The Cities debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the City shall pay any shortfall attributable to the debt from its respective general fund.
- (c) The Cities will be responsible for all facets of the debt issuance and repayment process. The City will select its own underwriter, bond counsel, local counsel, etc. The City will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process.

**Section 14. Expenses.** The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities’ share of such costs.

**Section 15. Default.** The failure of any party to perform its obligations under this Agreement shall constitute an event of default.



**Section 16. Liability for Noncompliance.** The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that any Municipality fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the County shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

**Section 17. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 18. Governing Law.** This Agreement and all transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**Section 19. Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**Section 20. Entire Agreement.** This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects and Purposes. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects and Purposes are hereby rescinded and superseded by this Agreement.

**Section 21. Amendments.** This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

**Section 23. Retention of Records.**

The parties agree to retain all records pertaining to the TSPLOST funds for a period of at least four years subsequent to the expiration of the TSPLOST and to make such records reasonably available to each other upon request.

**Section 24. Agreement Effective When Executed by the City and County.**

This Agreement shall be effective when executed by Cities and the County. The County may enter into separate agreements with other Municipalities that are not signatories to this Agreement and other organizations upon such terms as appropriate to insure that funds will be used for TSPLOST eligible projects and meet the requirements of the law. If there is an inconsistency between such agreements and this Agreement regarding the distribution and allocation terms, this Agreement shall govern.

**Section 25. Audits.**

- A. During the term of this Agreement, the distribution and use of all TSPLOST proceeds shall be audited annually by an independent certified public accounting firm in accordance with Georgia Law. The County and Cities receiving TSPLOST proceeds shall be responsible for the cost of their respective audits. The County and Cities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. The Cities shall annually provide County its comprehensive annual financial report showing the receipt and use of TSPLOST funds including a Schedule of Projects Funded with Special Sales Tax Proceeds.

**Section 26. Notices.**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to County:	Lee Smith, County Manager Chatham County P.O. Box 8161 Savannah, GA 31412
If to Thunderbolt:	Dana Williams Mayor Thunderbolt 2821 River Drive Thunderbolt, GA 31404
If to Savannah	Van Johnson Mayor Savannah City Hall, 2 <sup>nd</sup> Floor 2 East Bay Street Savannah, GA, 31401
If to Pooler	Rebecca Benton Mayor City of Pooler 100 SW US HWY 80 Pooler, GA 31322
If to Port Wentworth	Gary Norton Mayor 7224 GA Highway 21 Port Wentworth, GA 31407

If to Garden City	Don Bethune Mayor 100 Central Avenue Garden City, GA 31405
If to Bloomingdale	Dennis G. Baxter Mayor 8 West Hwy 80 Bloomingdale, GA 31302
If to Tybee Island	Shirley Sessions Mayor 403 Butler Avenue Tybee Island, GA 31328
If to Vernonburg	James R. Hungerpillar Mayor P.O. Box 61512 Savannah, GA 31420

**Section 27. No Consent to Breach.**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**Section 28. Mediation.**

The County and Cities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

(Signatures on the following page)

**IN WITNESS WHEREOF**, the County and the Cities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County as of the date set forth above.

CHATHAM COUNTY, GEORGIA

By: \_\_\_\_\_  
Chester A. Ellis, Chairman

Attest: \_\_\_\_\_  
Janice Bocook, Clerk of  
Commission

(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)

MAYOR AND COUNCIL OF THE  
TOWN OF THUNDERBOLT,  
GEORGIA

By: \_\_\_\_\_  
Dana Williams, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)

MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH,  
GEORGIA

By: \_\_\_\_\_  
Van R. Johnson II, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)

MAYOR AND COUNCIL OF THE  
CITY OF POOLER,  
GEORGIA

By: \_\_\_\_\_  
Rebecca Benton, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)



MAYOR AND COUNCIL OF THE  
GARDEN CITY,  
GEORGIA

By: \_\_\_\_\_  
Don Bethune, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)

MAYOR AND COUNCIL OF THE  
CITY OF PORT WENTWORTH,  
GEORGIA

By: \_\_\_\_\_  
Gary Norton, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)

MAYOR AND COUNCIL OF THE  
CITY OF TYBEE ISLAND,  
GEORGIA

By: \_\_\_\_\_  
Shirley Sessions, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)

MAYOR AND COUNCIL OF THE  
CITY OF BLOOMINGDALE,  
GEORGIA

By: \_\_\_\_\_  
Dennis Baxter, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)

MAYOR AND ALDERMEN OF THE  
CITY OF VERNONBURG,  
GEORGIA

By: \_\_\_\_\_  
James R. Hungerpillar, Mayor

Attest: \_\_\_\_\_  
Clerk of Council  
(Seal)

Attachment: IGA with cities LTP 6-30-2022 (GPW clean) (2700 : TSPLOST Resolution)

Port Wentworth TSPLOST 2022 Project List

LTP	\$	6,600,000
Resurfacing	\$	5,400,000
Benton Blvd	\$	7,300,000
Total Allocation	\$	19,300,000

**Resurfacing**

Project Name	Description	Cost
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Total Resurfacing	\$	5,400,000
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**Congestion Mitigation**

Project Name	Description	Cost
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Congestion Mitigation	\$	3,000,000
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**Operational Improvements**

Project Name	Description	Cost
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Total Operational Improvements	\$	3,000,000
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**Transportation Related Stormwater**

Project Name	Description	Cost
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Transportation Related Stormwater	\$	500,000
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**Traffic Calming**

Project Name	Description	Cost
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Total Traffic Calming	\$	100,000
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**Tier One Project**

Project Name	Description	Cost
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Total Tier One Project	\$	7,300,000
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Attachment: PW TSPLOST Category List (2700 : TSPLOST Resolution)

**Project List Categories for TSPLOST Referendum**

Resurfacing	\$	5,400,000
Congestion Mitigation	\$	3,000,000
Operational Improvements	\$	3,000,000
Transportation Related Stormwater	\$	500,000
Traffic Calming	\$	100,000
Tier One Projects	\$	7,300,000
<b>Total</b>	<b>\$</b>	<b>19,300,000</b>





**City Council**  
7224 GA Highway 21  
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 07/12/22 07:00 PM  
Department: All  
Category: Ordinance  
Prepared By: Zahnay Smoak  
Department Head: Steve Davis

**AGENDA ITEM (ID # 2701)**

DOC ID: 2701

## Insurance Company License Fee

**Issue/Item:** After the 2020 Census our population grew beyond 10,000 people which pulls us into a new category with the Georgia Insurance Commissioners office. We now need change our license fee structure for insurance companies operating within our city boundaries.

**Background:** Current rate being charged is an annual \$50 license fee. The new rate will be an annual \$75 license fee.

**Facts and Findings:** These funds will go into general fund and will be used for daily administrative operations. GMA has provided us the language for the ordinance.

**Funding:** N/A

**Recommendation:** Approve

### **ATTACHMENTS:**

- Insurance License Fee Ordinance (PDF)

**ORDINANCE**

To impose license fees on insurers conducting business within the City of Port Wentworth, Georgia; to impose a gross premiums tax on insurers operating within the State of Georgia; to provide an effective date; to repeal conflicting ordinances; and other purposes.

Be it ordained by the Mayor and Council of the City of Port Wentworth, Georgia; and it is hereby ordained by authority thereof:

**Section 1. Insurers License Fees**

There is hereby levied for the year 2023 and for each year thereafter an annual license fee upon each insurer doing business within the City of Port Wentworth, Georgia in the amount of seventy-five dollars (\$75). For each separate business location in excess of one not covered by Section 2, which is operating on behalf of such insurers within the City of Port Wentworth, Georgia, there is hereby levied a license fee in the amount of seventy-five dollars (\$75). For the purposes of this ordinance, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. Sec. 33-3-5.

**Section 2. License Fees for Insurers Insuring Certain Risks at Additional Business Locations**

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance said insurer shall pay an additional license fee of twenty-six and 25/100 dollars (\$26.25) per location for the year 2023 and for each year thereafter.

**Section 3. Gross Premiums Tax Imposed on Life Insurers**

There is hereby levied for the year 2023 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. Sec.33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. Sec.33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 1 of this ordinance.

**Section 4. Gross Premiums Tax, All Other Insurers**

There is hereby levied for the year 2023 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in subsection 1 of O.C.G.A. Sec.33-3-5, doing business within the State of Georgia in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. Sec.33-8-8.2. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. Sec.33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 1 of this ordinance.

**Section 5. Due Date for License Fees**

License fees imposed in Sections 1 and 2 of this ordinance shall be due and payable on the first day of 2023 and on the first date of each subsequent year.

**Section 6. Administrative Provisions**

The City Clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its enactment.

**Section 7. Effective Date**

This ordinance shall become effective January 1, 2023.

**Section 8. Severability**

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of Port Wentworth, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

**Section 9. Repealer**

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the Mayor and Council of the City of Port Wentworth, Georgia.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

I hereby certify that the foregoing is a true and accurate copy of an ordinance of the City of Port Wentworth, Georgia adopted on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City Seal

\_\_\_\_\_  
City Clerk

Attachment: Insurance License Fee Ordinance (2701 : Insurance Company License Fee)



**City Council**  
7224 GA Highway 21  
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 07/12/22 07:00 PM  
Department: Development Services  
Category: Ordinance  
Prepared By: Melanie Ellis  
Department Head: Brian Harvey

**AGENDA ITEM (ID # 2698)**

DOC ID: 2698

**1st Reading Zoning Map Amendment Application submitted by the City of Port Wentworth, for PIN #'s 70913 01013 (18 Gulfstream Road), 70913 01012 (60 Clifton Boulevard), 70913 01007 (84 Clifton Boulevard), 70913 01010 (Gulfstream Road), 70913 01008 (34 Gulfstream Road), 70913 01011 (116 Gulfstream Road), 70913 01001 (120 Gulfstream Road), 70914 01001B (120 Gulfstream Road), 70914 01001A (Gulfstream Road), 70970A02004 (Gulfstream Road), 70970A02006 (20 Mincey Boulevard), 70970A02007 (24 Mincey Boulevard), 70970A02003 (32 Mincey Boulevard), 70914 01003 (46 Mincey Boulevard), 70914 01004 (60 Mincey Boulevard), and 70970A01002 (190 Gulfstream Road) to zone the properties P-I-2 (Planned Industrial) for the purpose of establishing City of Port Wentworth Zoning Districts.**

**Issue/Item:** 1st Reading Zoning Map Amendment Application submitted by the City of Port Wentworth, for PIN #'s 70913 01013 (18 Gulfstream Road), 70913 01012 (60 Clifton Boulevard), 70913 01007 (84 Clifton Boulevard), 70913 01010 (Gulfstream Road), 70913 01008 (34 Gulfstream Road), 70913 01011 (116 Gulfstream Road), 70913 01001 (120 Gulfstream Road), 70914 01001B (120 Gulfstream Road), 70914 01001A (Gulfstream Road), 70970A02004 (Gulfstream Road), 70970A02006 (20 Mincey Boulevard), 70970A02007 (24 Mincey Boulevard), 70970A02003 (32 Mincey Boulevard), 70914 01003 (46 Mincey Boulevard), 70914 01004 (60 Mincey Boulevard), and 70970A01002 (190 Gulfstream Road) to zone the properties P-I-2 (Planned Industrial) for the purpose of establishing City of Port Wentworth Zoning Districts.

**Background:** These parcels was annexed by the City of Port Wentworth in 2014 and was never assigned City of Port Wentworth zoning.

**Facts and Findings:**

**Funding:** N/A

**Recommendation:** The Planning Commission will hear this item on July 11, 2022 at 6:30 PM.

**ATTACHMENTS:**

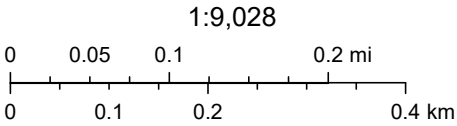
- Annexation Gulfstream Rd Rezoning - map numbered (PDF)
- Annexation Gulfstream Rd Rezoning - Map Number Key (PDF)
- Annexation Gulfstream Rd Rezoning - APO Master List (PDF)



# Annexation Gulfstream Rd Rezoning



 Property Boundaries (Parcels)



SAGIS

## Annexation Gulfstream Rd Rezoning Map Key

Map #	PIN #	Address	Owner	Estimated Acreage	Current Zoning	Proposed Zoning
1	70913 01013	18 Gulfstream Rd	Clifton Landfill Inc	8.66	PUD-IN	P-I-2
2	70913 01012	60 Clifton Blvd	Brasstown Chili LLC	2	PUD-IN	P-I-2
3	70913 01007	84 Clifton Blvd	Savannah Regional Industrial Landfill In Republic Services Property Tax	120.52	PDR-IL	P-I-2
4	70913 01010	Gulfstream Rd	Clifton Landfill Inc	55.38	M	P-I-2
5	70913 01008	34 Gulfstream Rd	Sapp Capital Management LLC	2.9	M	P-I-2
6	70913 01011	116 Gulfstream Rd	116 Gulfstream Road LLC	10.02	M	P-I-2
7	70913 01001	120 Gulfstream Rd	Georgia Power Company	17.25	PDR-L	P-I-2
8	70914 01001B	120 Gulfstream Rd	Georgia Power Company	8	PDR-L	P-I-2
9	70914 01001A	Gulfstream Rd	Georgia Power Company	8	M	P-I-2
10	70970A02004	Gulfstream Rd	Williams Brothers Trucking Inc	3	PUD-IN	P-I-2
11	70970A02006	20 Mincey Blvd	Mincey Investments, LLC	1.02	PUD-IN	P-I-2
12	70970A02007	24 Mincey Blvd	Davenport & Smith Daniel & Jack	0.8	PUD-IN	P-I-2
13	70970A02003	32 Mincey Blvd	IG Mincey LLC	3.99	PUD-IN	P-I-2
14	70914 01003	46 Mincey Blvd	Gim Corporation	3.01	PUD-IN	P-I-2
15	70914 01004	60 Mincey Blvd	Sloan Theresa Joyce	2	PDR-IL	P-I-2
16	70970A01002	190 Gulfstream Rd	Duke Realty Limited Partnership ATTN: VP, Property Management	9.99	PUD-IN	P-I-2

PIN	Owner	Mailing_Address	Mailing_City	Mailing_State	Mailing_Zip
70913 01007	SAVANNAH REGIONAL INDUSTRIAL LANDFILL IN	PO BOX 29246	PHOENIX	AZ	85038
70913 01008	SAPP CAPITAL MANAGEMENT LLC	34 GULFSTREAM ROAD	PORT WENTWORTH	GA	31407
70913 01010	CLIFTON LANDFILL INC	PO BOX 7003	SAVANNAH	GA	31418
70913 01011	116 GULFSTREAM ROAD LLC	9 CEDAR VIEW DR	SAVANNAH	GA	31410
70913 01012	BRASSTOWN CHILI LLC	315 COMMERCIAL DR STE B-7	SAVANNAH	GA	31406
70913 01013	CLIFTON LANDFILL INC	PO BOX 7003	SAVANNAH	GA	31418
70914 01001A	GEORGIA POWER COMPANY	241 RALPH MCGILL BLVD NE TAX DEPT. BIN 10120	ATLANTA	GA	30308
70914 01001B	GEORGIA POWER COMPANY	241 RALPH MCGILL BLVD NE TAX DEPT. BIN 10120	ATLANTA	GA	30308
70914 01004	SLOAN THERESA JOYCE	103 LAKE TOMACHEECHEE DRIVE	RINCON	GA	31326
70970A02004	WILLIAMS BROTHERS TRUCKING INC	PO BOX 188	HAZELHURST	GA	31539
70970A02006	MINCEY INVESTMENTS, LLC	10 BRADLEY PINES DR	SAVANNAH	GA	31410
70970A02007	DAVENPORT & SMITH DANIEL & JACK	PO BOX 7207	GARDEN CITY	GA	31418
10970A03003	DUKE REALTY LIMITED PARTNERSHIP	PO BOX 40509	INDIANAPOLIS	IN	46240
20912 01001	MAYOR & ALDERMEN OF SAVANNAH	PO BOX 1027	SAVANNAH	GA	31412
20912 01002	MAYOR & ALDERMEN OF SAVANNAH	PO BOX 1027	SAVANNAH	GA	31412
20970A04001	SOUTHERN REGION INDUSTRIAL REALTY INC	C/O NORFOLK SOUTHERN TAX DEPT 650 W PEACHTREE ST.	ATLANTA	GA	30308
60892 01001	BOASSO AMERICA CORPORATION	1208 E KENNEDY BLVD SUITE 132	TAMPA	FL	33602
60892 01002	BOASSO AMERICA CORPORATION	1208 E KENNEDY BLVD SUITE 132	TAMPA	FL	33602
60892 01025	COMMERCE COURT INDUSTRIAL LLC	C/O CRITERION GROUP, LLC, 28-18 STEINWAY	LONG ISLAND CITY	NY	11103
60892 01026	COMMERCE COURT INDUSTRIAL LLC	C/O CRITERION GROUP, LLC, 28-18 STEINWAY	LONG ISLAND CITY	NY	11103
60892 01029	CENTERPOINT GARDEN CITY LLC	1808 SWIFT DRIVE SUITE A	OAK BROOK	IL	60523
70970A01002	DUKE REALTY LIMITED PARTNERSHIP	PO BOX 40509	INDIANAPOLIS	IN	46240
70970A02003	IG MINCEY LLC	261 FIFTH AVENUE SUITE 1501	NEW YORK	NY	10016
20970 01001	STATE OF GEORGIA	C/O COASTAL STATE PRISON POST OFFICE BOX 7150	GARDEN CITY	GA	31418
70913 01001	GEORGIA POWER COMPANY	241 RALPH MCGILL BLVD NE TAX DEPT. BIN 10120	ATLANTA	GA	30308
70914 01003	GIM CORPORATION	C/O C JAMES MCCALLER JR 115 W OGLETHORPE AVE	SAVANNAH	GA	31401
10916 01001	WAREHOUSE RENTALS LLC	PO BOX 126	VALDOSTA	GA	31601





**City Council**  
7224 GA Highway 21  
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 07/12/22 07:00 PM  
Department: Development Services  
Category: Planning/Zoning Item  
Prepared By: Melanie Ellis  
Department Head: Brian Harvey

**AGENDA ITEM (ID # 2695)**

DOC ID: 2695

## Site Plan Review Application submitted by Kim Thomas, Dewitt Tilton Group on behalf of Brian Orr for PIN # 7-0906- 02-002 (8191 Old Highway 21) for a Specific Development Site Plan to allow a Truck Shop in a P-C-2 (Planned Community Business) Zoning District

**Issue/Item:** Site Plan Review Application submitted by Kim Thomas, Dewitt Tilton Group on behalf of Brian Orr for PIN # 7-0906-02-002 (8191 Old Highway 21) for a Specific Development Site Plan to allow a Truck Shop in a P-C-2 (Planned Community Business) Zoning District

**Background:** The subject property is currently vacant property. There are no buildings or structures on the subject property. This property was rezoned to P-C-2 during the November 18, 2021 Regular City Council Meeting.

**Facts and Findings:** The site plan consist of a truck retail shop associated parking, utilities, drainage and infrastructure improvements. This project will be served by a private well and septic system. This application is under review by City Engineers, T.R. Long Engineering. This project complies with the 2021-2041 City of Port Wentworth Comprehensive Plan.

**Funding:** N/A

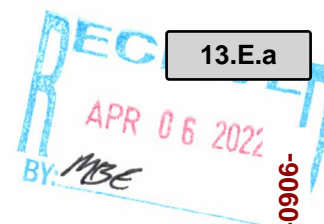
**Recommendation:** The Planning Commission will hear this application on Monday, May 9, 2022 at 6:30 PM. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE CONDITION THAT ALL ENGINEER COMMENTS BE ADDRESSED.**

### ATTACHMENTS:

- 8191 OLD HWY 21 PW TRUCK SHOP S-SITE PLAN MAY 2022 - Application (PDF)
- 8191 OLD HWY 21 PW TRUCK SHOP S-SITE PLAN MAY 2022 - Timeline (DOCX)
- Planning Commission Minutes May 9, 2022 DRAFT (PDF)

220207

City of Port Wentworth  
7224 Highway 21 Port Wentworth Georgia 31407 912-999-2084



### Site Plan Review Application

*Site Plan Application is required for all new construction in a "P" or "MPO" zone as defined in the Zoning Ordinance of the City of Port Wentworth.*

Site Plan Type (Check One): ☐ General / Concept ☒ Specific Development  
Site Plan Address: 8191 OLD HIGHWAY 21  
PIN #(s): 70906 02002  
Zoning: P-C-2 Estimated Cost of Construction: \$ 1,232,935  
Type of Construction: Single Building  
Project Name: Rice Hope Shop

Applicant's Name: Kim Thomas - Dewitt Tilton Group  
Mailing Address: 119 Canal St Suite 119 Pooler, GA 31322  
Phone #: 912-777-3404 Email: kim@dewitttiltongroup.com

Owner's Name (If Different form Applicant): Brian Orr  
Mailing Address: 204 Wiley Bottom Road Savannah, GA 31411  
Phone #: 912-429-0596 Email: brianporr@hotmail.com

I hereby acknowledge that the above information is true and correct.

Kim Thomas  
Applicant's Signature

3/23/22  
Date

Brian Orr  
Owner's Signature (If Different form Applicant)

3/23/22  
Date

Please see page 2 for required submittal checklist

City of Port Wentworth  
 ■ 7224 Highway 21 ■ Port Wentworth ■ Georgia ■ 31407 ■ 912-999-2084


### Site Plan Review Application Submittal Checklist

Documentation below is required for a complete submittal.

- ☒ Signed and Completed Application
- ☒ 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☒ 15 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☐ 2 copies of hydrology reports (if applicable)
- ☒ Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- ☒ 1 8 ½" X 11" of site plan civil drawings or concept plan (depending on type of site plan)
- ☒ PDF of entire submittal on a flash drive or download link ONLY (NO CD'S)
- ☒ Other Engineering details or reports may be required once submittal has been received
- ☒ Site plan review fee check
  - No Land Disturbance- \$206.00 Site Plan Fee + \$50.00 Admin Fee = Total \$256.00
  - With Land Disturbance - \$836.00 Site Plan Fee + \$50.00 Admin Fee = Total \$886.00

**Additional Fee Statement:** If engineer review cost to the City exceeds the site plan review fee that is paid at the time of initial application submittal, you may be required to pay additional review cost.

I have read and agree to the above additional fee statement

  
 Applicant's Signature

3/23/22  
 Date

CITY OF PORT WENTWORTH  
(912) 964-4379

REC#: 00350560 4/11/2022 9:47 AM  
OPER: ME TERM: 011  
REF#: CK 4628

TRAN: 112.0000 BLDG PERMIT  
220207 886.00CR  
ORR, BRIAN  
8191 OLD HIGHWAY 21  
DEV-SPR 886.00CR

TENDERED: 886.00 CHECK  
APPLIED: 886.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM

Project: Rice Hope Shop Orr Truck Yard  
8191 Old Highway 21  
70906 02002

NEIGHBORS

FOSTER BENJAMIN  
8177 OLD HIGHWAY 21 SAVANNAH GA 31407  
70906 02007

THE CLAUDE M KICKLIGHTER REVOCABLE TRUST& ELIZABETH E KICKLIGHTER REVOCABLE TRUST  
1606 CRESTWOOD LANE MC LEAN VA 22101  
96 MOORE DR 70906 02001A

WINBURN J RANDALL III  
8210 HIGHWAY 21 PORT WENTWORTH GA 31407  
70906 02001

BUCK ISLAND, LLC AND BEP LAND INVESTORS, LLC  
100 LAKESIDE BLVD PORT WENTWORTH GA 31407  
70906 04064

**Project Timeline**

Project Number: 220207

Project Name: PW Truck Shop

Applicant / Engineer: Kim Thomas Dewitt Tilton / Maupin Engineering

Owner: Brian Orr

City Review Engineer: TR Long

- 4/6/2022 – application received; missing PDF
- 4/8/2022 – sent email to Kim Thomas letting her know we were missing the PDF.
- 4/11/2022 – received PDF. Processed and sent files to TR Long for review.
- 5/2/2022 – Sent email to TR Long for review update.
- 5/9/2022 – Planning Commission voted unanimously to approve the application with the condition that all engineer comments be addressed
- 5/9/2022 – received 1<sup>st</sup> comment letter from TR Long
- 5/10/2022 – sent comment letter to Jay Maupin & Kim Thomas.
- 5/26/2022 – City Council voted to table the application.
- 6/14/2022 – Received 1<sup>st</sup> resubmittal from Maupin Engineering. Forwarded to TR Long.
- 7/5/2022 – sent email to TR Long for review update.
-



# CITY OF PORT WENTWORTH

## PLANNING COMMISSION

MAY 9, 2022

Council Meeting Room

Regular Meeting

6:30 PM

7224 GA HIGHWAY 21  
PORT WENTWORTH, GA 31407

### 1. CALL MEETING TO ORDER

Vice-Chairman Lauree Morris called the meeting to order.

### 2. PRAYER AND PLEDGE OF ALLEGIANCE

Commissioner Franklin led the Prayer and Pledge of Allegiance.

### 3. ROLL CALL - SECRETARY

Attendee Name	Title	Status	Arrived
Bill Herrin	Planning Commissioner	Present	
Rosetta Franklin	Planning Commissioner	Present	
Wanda Rollf	Planning Commissioner	Absent	
Lauree Morris	Planning Commissioner	Present	
CJ Neesmith	Planning Commissioner	Absent	
Janet Hester	Planning Commissioner	Present	
Brian Harvey	Director of Development Services	Present	
Melanie Ellis	Building Inspector	Present	

### 4. APPROVAL OF AGENDA

- Approval of Agenda

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Rosetta Franklin, Planning Commissioner  
**SECONDER:** Janet Hester, Planning Commissioner  
**AYES:** Herrin, Franklin, Morris, Hester  
**ABSENT:** Rollf, Neesmith

### 5. ADOPTION OF MINUTES

- Planning Commission - Regular Meeting - Apr 11, 2022 6:30 PM

**RESULT:** ACCEPTED [UNANIMOUS]  
**MOVER:** Janet Hester, Planning Commissioner  
**SECONDER:** Bill Herrin, Planning Commissioner  
**AYES:** Herrin, Franklin, Morris, Hester  
**ABSENT:** Rollf, Neesmith

### 6. ZONING MAP AMENDMENTS (REZONING)

### 7. ZONING TEXT AMENDMENTS (ORDINANCES)



**8. SITE PLAN/SUBDIVISION APPROVAL**

- A. Site Plan Review Application submitted by Kim Thomas, Dewitt Tilton Group on behalf of Brian Orr for PIN # 7-0906-02-002 (8191 Old Highway 21) for a Specific Development Site Plan to allow a Truck Shop in a P-C-2 (Planned Community Business) Zoning District

The applicant, Kim Thomas, was present. Jay Maupin, Maupin Engineering was also present on behalf of the applicant. Mr. Maupin gave an brief overview of the project and offered to answer any questions the commission may have. Janet Hester asked if the hydrology report was submitted and that she had some stormwater concerns. Mr. Maupin responded that the report was submitted with site plan application and that part of the development plan they are showing to clear out the existing ditches and downstream drainage ditches. Lauree Morris asked why there would be no trees planted along highway 21. Mr. Maupin responded that they were going to screen for the residential properties. There were no public comments. Vice-chairman Morris made a motion to approve the application with the condition that all engineer comments be resolved. Commissioner Herrin seconded the motion with conditions. The vote was unanimous.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Lauree Morris, Planning Commissioner
<b>SECONDER:</b>	Bill Herrin, Planning Commissioner
<b>AYES:</b>	Herrin, Franklin, Morris, Hester
<b>ABSENT:</b>	Rollf, Neesmith

- B. Site Plan Review Application submitted by Allen Engineering Services, LLC., on behalf of Shane Malek, Next Chapter Neighborhoods for PIN # 7-0906-04-064 (Old Highway 21) for a Specific Development Site Plan to allow a Single-Family Home For Rent Development (Jasper Village Phase II) in a M-P-O (Master Plan Overlay) Zoning District

The owner, Shane Malek, was present and gave a brief presentation of the projects and offered to answer any questions the commission may have. Rosetta Franklin asked if the homes are available for purchase. Mr. Malek responded that they are for rent only. Janet Hester asked questions regarding if these would be "Airbnb rentals". Mr. Malek stated that lease agreement does not allow the unit to be used as a "Airbnb". Lauree Morris asked what the rent is for these units. Mr. Malek stated that the rent is at a premium rate. There were no public comments. Commissioner Hester made a motion to deny the application. Commissioner Fanklin seconded the motion. Commissioners Hester and Franklin voted Yes. Commissioners Herrin and Morris voted No. The vote was a tie. After several minutes of discussion, Commissioner Herrin made a motion to approve the application with the condition that all engineer comments be addressed. Commissioner Franklin seconded the motion with conditions. Commissioners Herrin, Franklin and Morris voted Yes. Commissioner Hester voted no. The motion to approve with conditions passed 3-1.

<b>RESULT:</b>	<b>APPROVED [3 TO 1]</b>
<b>MOVER:</b>	Bill Herrin, Planning Commissioner
<b>SECONDER:</b>	Rosetta Franklin, Planning Commissioner
<b>AYES:</b>	Herrin, Franklin, Morris
<b>NAYS:</b>	Hester
<b>ABSENT:</b>	Rollf, Neesmith

- C. Site Plan Review Application submitted by Felipe Toledo, P.E., Thomas & Hutton of behalf of LRE Crossgate North, LLC., for PIN # 7-0035-01-007 (Northeast corner of Crossgate Rd & Jimmy Deloach Parkway) for a Specific Development Site Plan to allow a warehouse development (NFI Crossgate Industrial Park) in a P-I-1 (Planned Industrial) Zoning District



The applicant was not present. There were no public comments. Commissioner Herrin made a motion that this application be tabled. Commissioner Franklin seconded the motion. The vote was unanimous.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Bill Herrin, Planning Commissioner  
**SECONDER:**       Rosetta Franklin, Planning Commissioner  
**AYES:**            Herrin, Franklin, Morris, Hester  
**ABSENT:**          Rollf, Neesmith

- D. Site Plan Review Application submitted by Chad Zittrouer, Kern & Co., LLC., on behalf of CH Realty IV - Sansone, I, LLC., for PIN # 7-0977-01-028 (Hendley Road) for a Specific Development Site Plan to allow a Warehouse / Distribution Center (Legacy Park Building 2) in a P-I-2 (Planned Industrial) Zoning District

The applicant, Chad Zittrouer, was present. Mr. Zittrouer gave a brief presentation and offered to answer any questions the commission may have. Janet Hester asked several questions regarding the road closure and stormwater concerns. Lauree Morris asked if on the original rezoning application was all of the proposed development shown. Mr. Zittrouer responded that yes there was and excess of a million square feet of warehouse proposed. Lauree Morris asked questions regarding wetlands and any impacts to them. Mr. Zittrouer stated that they have the wetland permit and that the credits for any impacts have been paid for.

Public Hearing:

- Robin Shubert, 230 Monteith Road - spoke against the application
- Mable Thomas, 208 Monteith Road - spoke against the application

Commissioner Herin made a motion that the application be tabled. Commissioner Hester seconded the motion. The vote was unanimous.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Bill Herrin, Planning Commissioner  
**SECONDER:**       Janet Hester, Planning Commissioner  
**AYES:**            Herrin, Franklin, Morris, Hester  
**ABSENT:**          Rollf, Neesmith

- E. Site Plan Review Application submitted by Chad Zittrouer, Kern & Co., LLC., on behalf of CH Realty IV - Sansone, I, LLC., for PIN # 7-0977-01-027 (Hendley Road) for a Specific Development Site Plan to allow a Warehouse / Distribution Center (Legacy Park Building 3) in a P-I-2 (Planned Industrial) Zoning District

The applicant, Chad Zittrouer, was present. Mr. Zittrouer gave a brief presentation and offered to answer any questions the commission may have. There were no public comments. Vice-Chairman Morris made a motion that the application be tabled until the concerns of the road closure was agreed upon. Commissioner Franklin seconded the motion. The vote was unanimous.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Lauree Morris, Planning Commissioner  
**SECONDER:**       Rosetta Franklin, Planning Commissioner  
**AYES:**            Herrin, Franklin, Morris, Hester  
**ABSENT:**          Rollf, Neesmith

## 9. NEW BUSINESS

**10. ADJOURNMENT**

## A. Adjournment

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Lauree Morris, Planning Commissioner
<b>AYES:</b>	Herrin, Franklin, Morris, Hester
<b>ABSENT:</b>	Rollf, Neesmith

\_\_\_\_\_  
Chairman

The foregoing minutes are true and correct and approved by me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary