



CITY OF PORT WENTWORTH

CITY COUNCIL

AUGUST 25, 2022

Council Meeting Room

Regular Meeting

7:00 PM

**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 Workshop and Council Meeting Minutes-July 12, 2022
 - B. Regular Council Meeting Minutes - July 28, 2022
- 9. COMMUNICATIONS & PETITIONS**
 - A. Horizon Planners – Audit Report
- 10. COMMITTEE REPORTS**
- 11. CONSENT AGENDA**
 - A. Antrim Road Roadway Improvements Pay Request No. 6 in the amount of \$83,260.87 to Sandhill ALS Construction, Inc.
 - B. Antrim Road Roadway Improvements Pay Request No. 7 in the amount of \$51,712.56 to Sandhill ALS Construction, Inc.
 - C. Mutual Aid Agreement
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. Update on Clearwater Solutions Performance Possible Vote of No Confidence
 - Public Hearing
 - Action
 - B. Novare Development Agreement

C. Watershed Protection Plan (WPP)

D. Tetra Tech Contract Extension

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

15. EXECUTIVE SESSION

A. Litigation

B. Personnel

C. Real Estate

16. ADJOURNMENT



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2718)

Meeting: 08/25/22 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

DOC ID: 2718

9.A

Horizon Planners – Audit Report

ATTACHMENTS:

- Port Wentworth ZO Audit 8-18-22 (PDF)

CITY OF PORT WENTWORTH

ZONING ORDINANCE AUDIT REPORT

AUGUST 18, 2022



CITY OF
Port Wentworth
GEORGIA



HORIZON
Community Planning

PLB PLANNING GROUP

This report was prepared for the City of
PORT WENTWORTH, GEORGIA

MAYOR AND CITY COUNCIL

Mayor Gary Norton
 Mayor Pro Tem Thomas Barbee
 Jo Smith, Council Member, At-Large P1
 Gabrielle Nelson, Council Member, District 1
 Mark Stephens, Council Member, District 2
 Rufus Bright, Council Member, District 3
 Glenn Jones, Council Member, District 4

CITY STAFF

Steve Davis, City Manager
 Brian Harvey, Director of Development Services

CONSULTANT

David M. Jirousek, MCP, AICP
 Horizon Community Planning
 horizon-planning.com

PROJECT PARTNER

Paul LeBlanc, AICP
 PLB Planning Group



PLB PLANNING GROUP

INTRODUCTION

The City of Port Wentworth Zoning Ordinance Audit Report was prepared to provide City officials and staff with guidance and recommendations for updating the City's development regulations. A number of higher-level issues and concerns are noted in this report. The Audit Report is intended to serve as a guide to help build consensus on the extent of necessary changes to achieve the City's goals and implement the Comprehensive Plan.

The report will focus on the following:

- Best Practices for User-Friendly Ordinances
- Zoning Districts
- Land Use Regulation
- Development Provisions
- Review, Authorities, and Administration
- Concluding Remarks
- Exhibit 1: Generalized Land Use List
- Exhibit 2: Proposed Outline

Most of our client communities have at one time administered and enforced zoning and development codes that were outdated and no longer indicative of the community's priorities and vision. While these codes may have allowed for traditional site planning review processes and provided some level of discretionary authority, the regulations did nothing to implement the community's comprehensive plan. Further, these existing codes lagged behind best practices and changes in state enabling legislation over the years or became inconsistent with state and federal case law. While the "band-aid" amendments addressed immediate needs, comprehensive update projects are sometimes necessary every ten years to keep up with trends and to implement new policies. The City of Port Wentworth is beyond the point of effectively updating the ordinance in a piecemeal fashion.

To ensure a user-friendly code, many of the changes are straightforward, such as reorganizing the ordinance to improve flow, providing a comprehensive set of clear definitions, deleting outdated terms and legalese to make it more readable, and converting lengthy text into tables to add clarity. Other changes will require more discussion and may necessitate policy or philosophical shifts, including topics concerning industrial development, review process and authorities, elimination of zoning districts, and reducing the number of "Planned" (P) districts by drafting a clear and predictable set of regulations.

We conducted several phone interviews and video conferences with individuals that could provide unique perspectives concerning the City's zoning regulations as well as City Staff. These sessions aimed to gather additional background information and identify priorities and issues relating to land use and development. Comments from these individuals have been incorporated into the recommendations of this document. Additionally, we have reviewed the Comprehensive Plan and perused many recent meeting minutes to supplement this report.

A comprehensive update of the Zoning Ordinance will also assist the City in its efforts to manage industrial growth, achieve other planning goals, and ensure quality development that minimizes impacts to the community. We anticipate that an update will focus on the following:

- Comprehensive rezoning and site plan review standards (focus on compatibility and overall traffic and community impact).
- Increased predictability of development projects (clear zoning provisions)
- Improved development requirements (landscaping, lighting, and parking)
- Site design requirements (setbacks, building placement, and access)
- Building design (materials and architectural requirements)

As a disclaimer, we must note that our interpretation of the Zoning Ordinance requirements and its processes may be different than practiced or understood by City officials. In some cases where the ordinance is silent, the City has established rules and procedures to address the absence of guidance. In other cases, the ordinance is not entirely clear, and interpretations may vary. The important takeaway is that a Zoning Ordinance update is the opportunity to ensure the document allows for consistent interpretations and clear guidance.

ISSUES AND RECOMMENDATIONS

BEST PRACTICES FOR USER-FRIENDLY ORDINANCES

Zoning ordinances can greatly benefit from revisions to include concise language, clear graphics, and a user-friendly format with consolidated tables and exhibits. User-friendly codes typically include the following elements, many of which should be incorporated into the City of Port Wentworth Zoning Ordinance Update.

Clear Outline, Format, and Style

The flow of the Zoning Ordinance is very disjointed, and in some cases, even sections seem randomly placed throughout the document. Later in this Audit, an outline is included which recommends a logical flow of the Zoning Ordinance from A to Z. A standardized format for each article is recommended, and later, a “style guide” will be developed that ensures consistent use of section numbering, font, outline format, capitalization, bolding, etc.

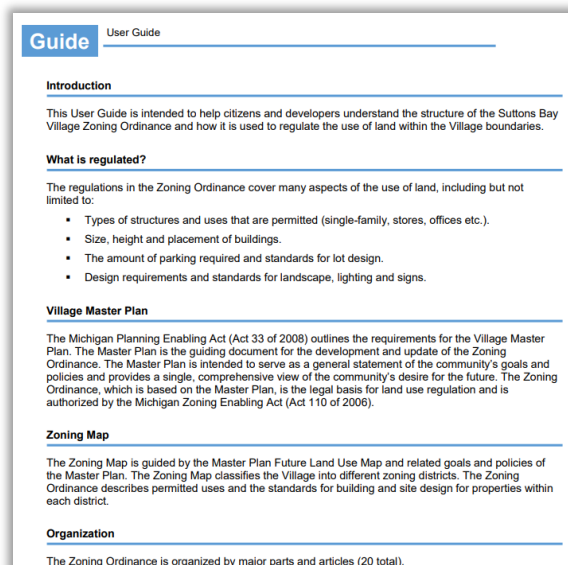
User Guide

Zoning regulations are difficult for the average citizen to understand and navigate. We recommend that the City include a “user guide” as an attachment to the Zoning Ordinance file. The user guide does not necessarily need to be officially adopted as part of the ordinance, as it may need to be updated from time to time.

While the Community Development Department webpage includes helpful information and documents and forms, a more comprehensive guide to development and zoning requirements should be made available. Moreover, the user guide can include process flowcharts and directions on how to apply for approvals required by the ordinance.

The user guide could include a more concise and succinct outline of the Zoning Ordinance with references or links to applicable articles and sections.

- What is zoning?
- How do I use this guide?
- What is my property zoned?
- What can I do on my property?
- What are the processes for development?
- Where do I apply, and who reviews my proposal?



Graphics and Tables

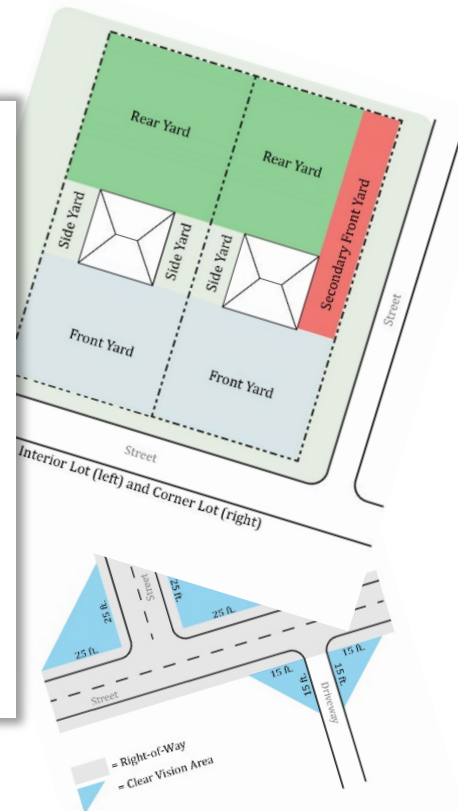
There are no graphics in the ordinance whatsoever. Graphics can help a reader visualize the requirement or definition. Graphics are particularly important for topics such as lot types, blocks, setbacks, yard designations, lot lines, setbacks, landscaping, and building form, placement, and design. Including tables in a zoning ordinance is an effective way to compare zoning districts and to more concisely present the requirements. The current tables included in the Zoning Ordinance are difficult to interpret, include errors, and headings do not carry over to succeeding pages.

Section 3-3 Spatial Requirements

All lots shall meet the minimum area and width requirements of *Table 3.3*. New lots shall not be created, except in conformance with these requirements. All placement of buildings shall conform to the minimum spatial and dimensional requirements listed in *Table 3.3*.

Table 3.3 Spatial Requirements: Agricultural and Residential Districts

Requirement		AG	R-1	R-2	R-3	MHP	OC	AB
Lots								
Min. Area (s.f.)	Sewer	2 ac	30,000	15,000	1	15 ac	5 ac	40 ac
	Septic	2 ac	30,000	30,000	-	15 ac	5 ac	40 ac
Min. Width (ft.)	Sewer	330	150	75	300	330	330	660
	Septic	330	150	150	300	330	330	660
Max. Lot Coverage		15%	20%	30%	35%	30%	10%	10%
Principal Building Setbacks								
Min. Front (ft.)		60	50	30	35	50	60	75
Min. Least Side (ft.)		50	20	10	50 ⁵	10	50	50
Min. Total Side (ft.)		100	40	25	100	-	-	100
Min. Rear (ft.)		50	50	35	50 ²	10	50	50
Principal Building Size								
Max. Height (ft.)		40 ³	35	35	35	16	40	40
Max. Stories		3	2 ½	2 ½	3	1	3	3
Min. GFA (s.f.)		800	800	800	600	800	800	800
Min. Average GFA (s.f.)		-	-	-	700	-	-	-
Accessory Buildings								
Max. Height (ft.)		25	18	25	15	15	25	40
Max. Stories		1	1	1	1	1	1	1
Accessory Building Setbacks								
Min. Front (ft.)		60	-	-	-	-	60	75
Min. Side (ft.)		5	5	5	5	5	5	50
Min. Rear (ft.)		5	5	5	5	5	5	50
Min. Separation from Principal Building (ft.)		10	10	10	10	10	10	10



Color Coding

The use of color within tables and articles will assist the reader in navigating the Zoning Ordinance and clearly distinguish requirements between differing zoning districts. Further, the coloring should reflect the colors used on the City's Zoning Map.

Clear and Simplified Procedures and Processes

The City's review processes are unclear based on the structure of the document and the confusing wording. In some cases, the Zoning Ordinance references Planning Commission "approvals," where no such authority exists. Other processes, such as site plan reviews outside of a "P" overlay, simply do not exist. Application type and review processes should be clearly itemized in list, table, or flow chart format. Further, a table showing review authorities would assist the reader.

Section 11.30 Review Authorities and Application Types

A. **Review Authorities.** Table 11.30 summarizes application types and review authorities under the Zoning Ordinance.

Table 11.30: Review Authorities					
Application Type	Zoning Admin.	Building Official	Planning Commission	Township Board	Zoning Board of Appeals
Zoning Permits	D ¹	--	--	--	A
Minor Site Plan Amendments	D	--	--	--	A
Site Plans & Major Amendments	R	--	R	D	A
Building Permits and Certificates of Occupancy	--	D	--	--	--
Special Land Use	R	--	R	D	--
Planned Unit Development	R	--	R	D	--
Site Condominium	R	--	R	D	A ²
Zoning Map or Text Amendment	R	--	R	D	--
Variances	R ³	--	--	--	D
Other duties assigned to the Zoning Board of Appeals	R ³	--	--	--	D

R= review and recommendation authority; D= decision-making authority; A= appeal authority

Concise and Plain Language

Requirements and standards should be concise and to the point. Superfluous and repetitive language creates more opportunities for misunderstanding, misinterpretation, contradictions, and easier appeals or legal challenges.

Delegation of Duties to Planning Commission or Staff When Possible

Delegation of duties, even if only for specified steps, can help expedite review processes. Additionally, the amount of work on the City Council's agendas, including minor projects, adds to already packed agenda files. Delegation of duties will be addressed in more detail later in this report.

Reasonable Non-Variance Flexibility

Certain development requirements, such as parking, landscaping, and lighting, are more commonly drafted with moderate “non-variance” flexibility. However, this is not intended to be a way to circumvent the requirements of the Zoning Ordinance. Rather, it allows the City to respond to industry trends or creativity to a reasonable extent, as long as standards of approval are met.

Enforceability

Existing and proposed zoning requirements must be balanced with the City’s ability to administer and enforce the ordinance. In particular, staff time, expense, resources, expertise, and capacity should be assessed.

ZONING DISTRICTS

Each of the current districts should be carefully considered during the update process. Unused or limited use districts should be removed, especially if there is overlap between allowed uses and dimensional/spatial requirements. Our review indicates that there is very little distinction between land use regulations among zoning districts and dimensional requirements. Further, certain districts are no longer in practice (EDZ, MPO, PUD M, PUD N, & PUD O).

Residential

Residential zoning should generally implement the Comprehensive Plan, which includes three primary residential designations: Rural Neighborhood, Suburban, and Traditional Village. This guidance should be kept in mind as the residential zoning districts are assessed.

Based on our review, there is the potential to delete one residential district and combine two others. The remaining districts should be revised to define their purpose better, and we must ensure that allowed uses are consistent with that purpose. Additionally, dimensional requirements should remain relevant to current built conditions or desired conditions in future developments.

Residential Agricultural (R-A)		
Topic	Observation	Recommendation
Corresponding future land use category	R-A is the most appropriate district to implement the Rural Neighborhood category.	The Comprehensive Plan generally recommends large lots, landscaping buffers, and limited non-residential use.
Lot sizes	Minimum lot size is the same as R-1 (8,000 SF) and similar to all other districts (7,200 SF).	Consider increasing minimum size to best implement the Rural Neighborhood recommendations if such a change does not create widespread nonconformities.
Dimensional requirements	Lot width is the same as R-1. Setbacks between all districts are almost identical.	Consider increasing minimum lot width to best implement the Rural Neighborhood recommendations.
Land Uses	Land uses are generally the same between R-A, R-1, and R-1A	Additional distinction between residential zoning districts is recommended.

One-Family Residential (R-1)

Topic	Observation	Recommendation
Corresponding future land use category	R-1 is the most appropriate district to implement the Traditional Village category.	The Comprehensive Plan generally recommends smaller lots, attached housing, and walkable neighborhoods.
Lot sizes	Minimum lot size is the same as R-A (8,000 SF) and similar to all other districts (7,200 SF).	Consider decreasing minimum lot size to 5,000 or 6,000 square feet to better reflect downtown lot sizes.
Dimensional requirements	Lot width is the same as R-A. Setbacks between all districts are almost identical.	Consider decreasing minimum lot width as low as 50 feet to better reflect downtown housing. Further, many homes do not conform to the front setback requirement, so it could be reduced significantly and minimize nonconforming conditions.
Land Uses	Land uses are generally the same between R-A, R-1, and R-1A	Consider allowing attached housing, such as townhouses, cottage courts, or even small, context-sensitive apartment buildings. Conversion of single-family units may also be considered.
Other	The title and description of this zoning district is not consistent with the Comprehensive Plan or existing context. This district should be renamed to "Traditional Neighborhood" and the purpose statement revised to best reflect its intent.	

One-Family Residential, Medium Density (R-1-A) & Two-Family Residential (R-2)

Topic	Observation	Recommendation
Corresponding future land use category	R-1-A and R-2 are the most appropriate districts to implement the Suburban category.	The Comprehensive Plan generally recommends clustering, neighborhood connectivity, and a general suburban character.
Lot sizes	There is no minimum lot size for two-family dwellings in R-1-A. Minimum lot sizes in all districts are similar.	--
Dimensional requirements	Setbacks between all districts are almost identical.	--
Land Uses	R-1-A allows single and two-family dwellings. R-2 allows the same as well as multi-family.	--
Other	It is unclear if R-1-A or R-2 are designated on the zoning map. Consider combining these districts and create a new district for newer residential developments within the Suburban future land use area. This district should be renamed to "Suburban" and the purpose statement revised to best reflect its intent.	

Multi-Family Residential (R-M) & Residential Institution (RIP)

Topic	Observation	Recommendation
Corresponding future land use category	These districts may implement the Suburban category.	The Comprehensive Plan recommends various housing types and residential densities.
Lot sizes	Minimum single-family and two-family lot sizes are similar in all districts. R-M allows for denser development than RIP.	--
Dimensional requirements	Setbacks between all districts are almost identical.	--
Land Uses	These districts both allow attached and multi-family dwellings.	--
Other	As residential districts, there is little distinction between R-M and RIP. Consider combining these districts and create a new district for newer residential developments within the Suburban future land use category. This district should be renamed, and the purpose statement revised to best reflect its intent.	

Commercial and Industrial

Commercial and Industrial zoning should also implement the Comprehensive Plan, which includes three primary non-residential designations: Traditional Village, Highway Commercial Area, and Industrial Park. This guidance should be kept in mind as the residential zoning districts are assessed.

There is potential to delete one district and combine two others. The remaining districts should be revised to better define their purpose, and we must ensure that allowed uses are consistent with that purpose. The C-3/4 is not included in the following tables as it is a special zoning district for adult businesses.

Neighborhood Business (C-1)

Topic	Observation	Recommendation
Corresponding future land use category	The C-1 district is most appropriate to implement the commercial aspect of Traditional Village.	The Comprehensive Plan recommends that this area should include walkable neighborhood-scale businesses and infill development.
Dimensional requirements	Setbacks between all districts are almost identical.	Commercial buildings in traditional downtown areas are typically drawn closer to the public right-of-way, rather than pushed back. Consider adjusting setbacks.
Land Uses	Certain permitted uses are inappropriate for a downtown area.	Consider limited downtown uses or otherwise restricting the scale of commercial buildings in this area.

Community Business (C-2) & General Business (C-3)

Topic	Observation	Recommendation
Corresponding future land use category	The C-2 and C-3 districts are most appropriate to implement the Highway Commercial Interchange area designation.	The Comprehensive Plan recommends that commercial areas should incorporate building design standards, attractive landscaping, and connectivity between sites.
Dimensional requirements	Setbacks between all districts are almost identical.	--
Land Uses	C-2 and C-3 are similar relating to allowable land uses.	Allow for regional-scale buildings and land uses.
Other	Consider combining these districts as a General Commercial zoning district. This district should be renamed, and the purpose statement revised to best reflect its intent.	

Industrial (I-1) & Industrial (I-2)

Topic	Observation	Recommendation
Corresponding future land use category	The I-1 and I-2 districts are most appropriate to implement the Industrial Park designation.	The Comprehensive Plan recommends measures to address water quality and stormwater runoff.
Dimensional requirements	Setbacks between all districts are almost identical.	--
Land Uses	I-1 and I-2 are similar as it relates to allowable land uses.	--
Other	Consider combining these districts and create a new Industrial zoning district. This district should be renamed, and the purpose statement revised to best reflect its intent.	

LAND USE REGULATION

Land Uses

Section 5.6 includes an exhaustive list of specific land uses, but no ordinance can list all potential land uses, and many will inevitably be omitted. Instead of specific land uses, broader land use categories are recommended. Generalizing and grouping specific uses like specialty shops, jewelry shop, bookstore, antique shops into broad categories, such as “retail sales,” eliminates the need for an exhaustive list of land uses. A preliminary land use list is included in Exhibit 1.

Generalization increases the user-friendliness of an ordinance and allows for easier interpretations. Additionally, each land use should be clearly defined to cover the full spectrum of businesses and uses within the category. We also recommend including a “similar use provision” that would allow the Administrator to classify a use based on standards or to forward that determination to the Planning Commission or Zoning Board of Appeals to decide on the matter.

Consolidation of Specific Land Use Requirements

Throughout the Zoning Ordinance, various requirements for permitted uses are listed, such as within definitions, the land use regulation table, or elsewhere. One consolidated article is recommended in which specific conditions applicable to individual uses would be contained. Regardless of whether a land use is permitted by-right or as a conditional use, restructuring to consolidate these individual requirements in one place will create a more user-friendly and streamlined ordinance. Additionally, if applicable, the last column of the land use regulation table should reference the section where specific use requirements are found.

Planned Development

It appears that most of the City lies within a “planned” zoning district. Many areas are within the “P”, Planned Overlay, while others are in the “MPO”, Master Planned Overlay. Only the conventional “RA”, Residential/Agricultural and “R-1”, Residential (One-Family) districts occupy large areas of the City; and a few small, isolated locations are zoned either “C-1”, Neighborhood Business, or “C-2”, Community Business without the added “planned” requirements.

Based on input received at the outset of this audit, the widespread use of the Zoning Ordinance’s various “planned” provisions relates to the desire for added control over the quality and character of new development. However, one of the most, if not the most, significant issues facing the City is traffic congestion resulting from the heavy volumes of trucks generated by the industrial development throughout the community. Yet, the description of the “I-1”, Light Industrial District, at Section 5.2 states:

“I-1 Industrial. The purpose of this district shall be to create and protect areas for those industrial uses which do not possess objectionable characteristics such as causing heavy truck traffic, odor, noise, dust, etc., which might be detrimental to surrounding neighborhoods, or to the other uses permitted in this district. The following listed uses which are allowed in this district are required to follow procedures and standards

outlined in the I-2 zoning district: distribution facilities, warehouses, container yards, and truck terminals. [emphasis added]

Allowing distribution facilities, warehouses, container yards, and truck terminals within a light industrial district is not uncommon. That may even be the most appropriate place for them. The issue may be more related to the location of the light industrial district and/or the effectiveness of current regulations for mitigating traffic impacts. According to the zoning map, industrial zoning (I-1 and I-2) is scattered throughout the City, including locations abutting existing or planned residential areas.

Procedures

Procedurally, the ordinance refers to several steps at both the Planning Commission and City Council levels, but some of these are not well defined. For example, there does not appear to be a requirement for a public hearing for any development plan, though they are apparently conducted at both the Planning Commission and City Council levels for both general and specific development plans. Therefore, the steps to gain approval of any project within a planned overlay district could be as follows:

- Rezoning application first heard by the Planning Commission,
 - Planning Commission conducts public hearing,
 - Recommendation made to City Council,
- Rezoning application first heard by the City Council,
 - City Council conducts public hearing,
 - City Council acts,
- General development plan reviewed by Planning Commission,
 - Planning Commission conducts public hearing
 - Recommendation to City Council,
- General development plan reviewed by Planning Commission,
 - City Council conducts public hearing,
 - City Council acts,
- Specific development plan reviewed by Planning Commission,
 - Planning Commission conducts public hearing,
 - Recommendation to City Council,
- Specific development plan reviewed by City Council,
 - City Council conducts public hearing,
 - City Council acts

Approval of a single project under this process could involve six separate public hearings. At best, if the rezoning request and general development plan are considered concurrently, two public hearings can be eliminated, leaving the applicant to endure four hearings. While one public hearing is required for any rezoning, there is no such requirement for site plan review. By requiring the majority of, if not all, new developments to be done within a planned overlay district, the City is unnecessarily creating a more complicated, time-consuming, costly, and unpredictable process for the City and the applicant.

To further confuse the applicant, several provisions in the ordinance state that the Planning Commission is responsible for reviewing and approving a development plan, while in others the ordinance provides for Planning Commission review and recommendation to the City Council, which has the approval authority.

Planned Development vs. Conventional Zoning

The planned development option, found in most zoning ordinances, is a useful zoning tool to be employed in specific circumstances...environmentally constrained sites, mixed-use developments, or unique properties containing prominent natural features. However, it is not the right tool to be applied throughout a community in order to exert greater control over each project. There are provisions that should be incorporated into the Zoning Ordinance that can provide the desired level of control, establish specific requirements, and allow some flexibility while making the outcome more predictable, shortening the review time, and reducing the costs.

A more well-defined site plan review process, coupled with clearly articulated requirements for landscaping, building design, access management, and other functional and aesthetic elements should be incorporated into the ordinance and applied to most projects in all zoning districts. Such regulations inform the applicant and the community, in advance, of what is required and remove most of the subjectivity from the decision-making process. The current use of vague, imprecise planned development regulations is essentially based on a we'll know it when we see it approach. The applicant has no reasonable expectation of approval because the rules and regulations are not clearly stated; requirements are not specific and uniform; and subjective review standards potentially lead to inconsistent treatment of each applicant.

Conventional zoning tools can be used without sacrificing the desired control to obtain high-quality development. The imposition of a layer of planned overlay provisions unnecessarily complicates the review and approval process. As noted previously, if the ordinance contains clear requirements, the review process will be much less subjective and less time-consuming for the applicant and the City.

Transitioning from a reliance on the current planned overlay approach to a traditional zoning district approach is not difficult. The ordinance already establishes a list of zoning districts, though many have not been used and some changes, as noted previously in this Audit, are needed. Improvements to the following provisions would greatly enhance the City's ability to control development and achieve the desired quality more efficiently.

- District Purpose: The purpose statement for each district should clearly establish why the district is needed, how it relates to the Comprehensive Plan, where it is to be applied, and the specific role it plays within the overall context of other districts. Current purpose statements are vague and don't create the necessary framework for the district regulations.
- Permitted Uses: Limit allowed uses to those that are consistent with the stated purpose. As stated earlier, the current ordinance contains excessive overlap within the three Commercial Districts and the two Industrial Districts, as well as multiple residential zoning districts with similar attributes. If most of the same uses are allowed in all commercial, industrial, or residential categories, there may not be a need for so many districts. Each district should be reasonably distinct from others with respect to the uses allowed and the dimensional requirements.
- Conditional Uses: Conditional use provisions should be better employed as a means of controlling potentially objectional uses within the various districts rather than uses approved by the Zoning Board of Appeals (noted as "B" in Section 5.6). Many of the current requirements are vague and could be applied to most development. The requirements should relate to mitigating or minimizing the potential nuisance effects of the specific use upon surrounding properties, and conditional use regulation can include greater discretionary review authority. Coupled with traditional residential, commercial, and industrial districts, the ordinance should better distinguish between uses permitted "by right" and "conditional uses."
- Site Plans: Site plan review is an essential zoning tool to ensure compliance with the specific ordinance requirements and to mitigate or minimize negative impacts of individual projects. The key to an effective site plan review process is clearly stated requirements in the ordinance, not only for dimensional specifications (lot size, width, setbacks, height) but for the project's relationship to its surroundings and the broader community (buffers, access management, building materials, lighting, landscaping). In addition to specifying such requirements, the ordinance must also contain clear, objective review criteria to guide the City officials responsible for making the decisions. This tool is currently only applied to "planned" developments. Site plan review should be applicable to most uses in all zoning districts. Plan content and review criteria should be specified. A preliminary and final plan process that clearly identifies the required information to be provided at each stage, who is responsible for review and approval, and time limits relative to the expiration of the plan (if not diligently pursued), should all be set forth in the ordinance. A better site plan review process could replace the more cumbersome planned overlay process.
- Planned Development: Even with enhancing the conventional zoning tools as recommended, some form of planned development provision would be necessary. There may still be sites that due to their size, ownership, and/or environmental features and constraints, are best suited to a planned approach as an integral unit. Also, an accommodation must be made for those previously approved projects subject to specific requirements imposed by a planned overlay approval.

DEVELOPMENT PROVISIONS

City-Wide Applicability

Development requirements, such as parking, lighting, landscaping, and design standards, are scattered throughout the Zoning Ordinance with varying applicability. These provisions should have City-wide applicability. There will be some variations of requirements based on zoning designation, but general requirements should apply to all areas.

Parking

Parking requirements in the Zoning Ordinance should be updated, and design requirements should be applicable to all zoning districts. To lessen the impact of larger paved areas that add to existing stormwater runoff, the City should adjust required parking ratios and allow for parking reduction and deferment. Many codes require “over-parking” when in many cases, it is not needed. Alternatively, the City may also wish to enact a maximum parking requirement that can only be exceeded if special approval is granted and specified criteria are satisfied. Some allowance may also be appropriate for pervious parking surfaces.

Concerning dimensional requirements, parking space and aisle dimensions should be included in the parking requirements, and graphics may assist with demonstrating the requirements. Further, parking lots should also be subject to setbacks with greater separation from residential land uses and zoning designations. However, it does appear that some of the parking setbacks noted in the ordinance may be excessive.

Lighting

To ensure secure and safe developments and to minimize light pollution, the Zoning Ordinance should be updated to include detailed requirements for fixture location, prohibited lighting, zero up-light fixtures, color temperature (Kelvin), and uniformity ratios, in addition to the other lighting requirements already outlined for the I-2 zoning district (minimum, average, maximum lighting levels and height). Photometric plans should be required during site plan reviews to ensure compliance, and submittal requirements should be specified.

Landscaping

Landscaping buffers in I-2 are very subjective, while more detailed requirements apply to the Master Plan Overlay (MPO) district, which we understand will not be used as a zoning tool in the future. Landscaping requirements should be broadened and applied City-wide, although sliding scales may be used for lighter landscaping in neighborhood commercial areas versus heavier landscaping in industrial areas. Requirements should include front yard landscaping, parking lot and loading area screening, dumpster enclosures and screening, parking lot canopy trees, and buffering between more intense non-residential uses and residential uses. Additionally, the MPO district’s tree protection and removal requirements should also be applied City-wide.

Design Standards

The standards applicable to industrial development in the I-2 zone range from very specific to very general. In the introduction to the architectural standards, for example, the ordinance states:

General Architectural Character. The architectural design philosophy of the I-2 district is to create a homogeneous environment through the use of consistent land planning, respect for natural assets of each parcel and the development of architecturally compatible structures. Continuity in aesthetic values and environmental sensitivity will insure the highest standards in the City of Port Wentworth in the I-2 district. To achieve these goals, the following guidelines shall be observed:

- 1) Utilize professionals qualified in the fields of planning, architecture, landscape architecture, engineering and/or surveying.*
- 2) Pursue building designs that utilize and complement the natural character of the site.*
- 3) Place emphasis on the aesthetics of exterior and landscape design.*
- 4) Insist on high-grade, superior quality construction with emphasis on good craftsmanship.*

As found elsewhere in the ordinance, these statements are vague and subjective. Terms such as “homogeneous environment”, “qualified in the fields of”, “complement the natural character”, “high-grade”, and “superior quality” leave considerable latitude for inconsistent interpretation. Additionally, referring to these provisions as “guidelines” further diminishes their usefulness. Guidelines are not requirements.

The existing design standards should be reviewed and revised as needed. In some cases, the standards should have broader application to other zoning districts rather than being limited to I-2. For instance, in commercial areas, building facades, and possibly even side elevations, should be held to higher standards along key travel corridors. The ordinance could require glazing, architectural articulation (windows, awnings, porticoes, and roof types), and higher-quality building materials.

REVIEW, AUTHORITIES, AND ADMINISTRATION

Standards and Criteria

While the current ordinance establishes some standards, most are very subjective, open to interpretation by both the applicant and the reviewing body, and likely result in inconsistent treatment among similar projects. The following example of a “standard” applicable to buffering in the I-2 zoning district illustrates the subjectivity and imprecision of many design provisions in the ordinance:

Landscaped buffers have been designed for the perimeter property line of the I-2 district and the perimeter property lines of parcels within the development in order to protect and preserve the appearance, character and value of property within the I-2 district and the adjoining tracts.

Other standards that are specific are insufficient for their intended purpose. One example of this is found in the access management requirements in the I-2 District:

No access drive will be closer than twenty-five (25) feet to any existing street right-of-way, nor closer than fifteen (15) feet from any adjacent parcel unless adjoining parcel owners work together to share an access road located on or near a common property line, and shall meet all other requirements of best practices for traffic engineering.

A 25-foot separation of a driveway from a street intersection is much too close in any situation. But in a district where heavy truck traffic is the norm, it is especially problematic.

Standards must also be stated as requirements, not suggestions. The City has no authority to require something that is not specified as such. In addition to being vague, the following building provision is an example of a suggested, but not required, standard:

Buildings should have architectural features and patterns that provide visual interests and reduce massive aesthetic effects. The elements in the following standard should be integral parts of the building fabric, and not superficially applied trim or graphics, or paint.

Clear, specific, objective requirements are essential to effective and consistent development control. The applicant should know what is required and that compliance with the stated requirements offers a reasonable expectation of approval. Likewise, the reviewing body should focus on those stated requirements and be guided by specific review criteria that ensure compliance with the ordinance and treat all applicants fairly and consistently.

Impact Studies

Impact study requirements are included in Section 5.3. It is unclear if they apply to I-2 or to the Economic Development Zone, which the requirements directly follow. In any case, it is unclear what type of requests must submit a Development Impact Assessment, Traffic Impact Study, and Environmental Quality report. The City may require a development impact narrative for most applications, and the study may need to be more comprehensive for larger developments. However, the traffic study may only be required for developments or sites that generate 100 or more trips during the peak hour.

Delegation of Approval Authority

As structured, the current ordinance vests nearly exclusive control of development decisions with the City Council. While Georgia state law requires the legislative body to take some actions (e.g., ordinance adoption and amendment), it grants considerable discretion regarding how other zoning procedures are administered.

In order to make the zoning process more user-friendly and predictable, consideration should be given to delegating some responsibility to staff and the Planning Commission. Such delegation, coupled with objective standards and review criteria, refined zoning districts, and specific requirements, would not lessen the City's control over future development nor reduce the desired quality of such development.

For example, a site plan review procedure applicable to all zoning districts could be separated into two components, not unlike the current general and specific development plan requirements. The first would incorporate a preliminary review stage at the Planning Commission level to determine compliance with all measurable requirements (lot area, width, setbacks, height, driveway location, landscaping, lighting, etc.). If approved, the applicant would be allowed to move forward to a final site plan stage in which the more detailed technical design would be developed for review by staff who possess the professional qualifications to evaluate water, sewer, stormwater, grading, and other design elements.

Taking the process even a step further, requests of a "minor" nature (small building additions, parking lot expansions, etc.) could be reviewed and approved administratively by staff. Only those developments not defined as "minor" would go to the Planning Commission for review and approval of a preliminary plan.

Such changes in procedure would not lessen the City's control over development. However, they could streamline the review process and make it much less subjective. The change should also eliminate multiple public hearings. If a project first necessitates a rezoning, a public hearing is required by law. However, at the site plan review stage, a public hearing is optional, and multiple hearings are unnecessary.

Planning Commission and Zoning Board of Appeals

It is typical of most ordinances to define, within a single article, the membership, role, and duties of the Planning Commission. While the current ordinance provides such specifics for the Board of Appeals, there is no similar description for the Planning Commission. Reference is made to the duties of the Commission throughout the ordinance, though these references often seem to be conflicting. In some cases, the ordinance vests the Planning Commission with the responsibility to approve development plans; but in others its role is only advisory, making recommendations regarding those plans to the City Council.

Membership on the Commission is also not specified. It is common for the Zoning Ordinance to specify the number and composition of the members, as well as terms of office. Though specific qualifications are not required, ordinances usually emphasize the desirability of a representative membership, including technical expertise in disciplines such as architecture, engineering, and construction, as well as geographic diversity within the community. Such backgrounds are especially relevant to the review of development plans. In addition to backgrounds, cities that prioritize training opportunities and collaboration between the City Council, Planning Commission, and Zoning Board of Appeals are able to expand the knowledge base of officials to help make better-informed decisions.

Concerning the Planning Commission serving as the ZBA, the practice is discouraged. Serving primarily as a recommending body, as mentioned earlier, the Planning Commission reviews projects against zoning requirements and standards, sometimes using discretionary review authority. Alternatively, the Zoning Board of Appeals is a quasi-judicial body that must consider strict standards of approval for variances and must hear appeals when an error in administration or enforcement of the ordinance is alleged or to make official interpretations of the Zoning Ordinance. Additionally, since we have recommended that the Planning Commission be delegated certain review authorities, if designated as a final decision-maker on some development applications, the Planning Commission could not also serve as an appellate body to hear an appeal of its own decision. A separate Zoning Board of Appeals must be available to hear such appeals when necessary.

Another concern relates to Section 8.2, which states:

The Board of Appeals shall submit its recommendation within ten (10) days in order for Mayor and Council to approve or deny such recommendation. The Mayor and Council have the final authority on such matters as submitted by the Board of Appeals.

Typically, the Zoning Board of Appeals is the final authority on variances, appeals, and interpretations. Additionally, with the Planning Commission in its current designation as the Zoning Board of Appeals, there is an unusual result:

- Planning Commission provides a recommendation on an item,
- City Council acts on the item,
- Planning Commission, serving as the Zoning Board of Appeals, hears an appeal on the City Council's decision and submits a recommendation,
- The City Council takes final action on the appeal

This creates a significant due process irregularity that must be corrected.

Nonconformities

The nonconformity section should clearly state the distinctions between nonconforming uses (uses that are not permitted in the district), nonconforming buildings/structures (those that do not comply with dimensional/spatial requirements), nonconforming lots (lots that do not comply with area, width, frontage and dimensional requirements), and nonconforming sites (sites that do not comply with development requirements- parking, landscaping, lighting, etc.). These topics should be considered separately, and rules may vary regarding the continuance of the nonconforming situation and situations that trigger compliance.

Code Enforcement

Code enforcement practices have been noted as effective with good communication between the Police Department and the Community Development Department. The City's website provides a clear outline of processes and protocol for enforcement of the Zoning Ordinance, International Property Maintenance Code, and general nuisance ordinances. The website is easy to navigate, and complaints may be submitted by email or through the webpage. Although the Code Enforcement Officer's phone number is on the downloadable complaint form, it should be listed on the webpage as well. Alternatively, the City may wish to incorporate a code enforcement hotline for voicemail complaints.

The code enforcement process itself aims to "educate and inform first." Warnings are issued, and issues must typically be addressed within two weeks. If not addressed, there is a fine structure that can be applied daily if the issue continues. Without compliance, a subpoena is issued. From that point, it could be two or more weeks before the scheduled court date. In most communities, complainants feel several weeks is too long for compliance. However, the City's process is effective in eventually achieving compliance. Concerning public awareness of timing, the website could be updated to outline the process and number of weeks necessary to close a case.

In general, the zoning violations that are forwarded from the Community Development Department are clear and uncomplicated. It is uncommon for the Judge to dismiss citations due to vague ordinance language. This is somewhat surprising based on the language and disorder of the Zoning Ordinance. However, many basic zoning rules are simple enough to reference (i.e. setbacks, illegal use, fence height, etc.).

One challenge of the code enforcement program is citing absentee landlords or non-resident landowners. Posting a copy of the subpoena in a conspicuous place or sending it to the known address of the owner has not been effective. The process for applying liens and dealing with these landowners should be discussed with the City Attorney.

Definitions

A comprehensive and clear set of definitions is essential for a modern and user-friendly zoning ordinance. The current Zoning Ordinance also includes a number of antiquated land use terms (i.e. eleemosynary, taxi stand, fortune-telling and palmistry). Earlier, we recommended a new set of generalized land use categories, and every single land use must be defined. Additionally, many other definitions must be updated or included. For instance, all lot types and lot lines are not defined.

For the Zoning Administrator, definitions are vital for preparing determinations and properly interpreting and enforcing the ordinance. The proposed outline in Exhibit 1 separates general definitions from land use definitions so that land uses can be consolidated for easier review and interpretation.

Lastly, several terms include zoning requirements within the definition (i.e. club or lodge, ornamental fence, parking space). Similar to our recommendation to remove specific use requirements from the land use regulation table, we recommend that all specific use requirements be consolidated into a single article. Definitions should define the term and not contain any regulatory language.

CONCLUDING REMARKS

Like countless communities nationwide, the City of Port Wentworth needs a complete restatement and rewrite of the Zoning Ordinance. In some technical audits, we provide tables showing detailed comments on a section-by-section basis. In those cases, the ordinances are able to be updated using existing frameworks. However, while certain sections of the Port Wentworth ordinance are sound, the entire document must be substantially revised to properly implement the Comprehensive Plan and to provide the desired control and ensure the quality, attractive development that the community desires.

We hope these comments and recommendations assist the City of Port Wentworth in its upcoming Zoning Ordinance update. While we anticipate that not every recommendation will be accepted, we hope this document allows for valuable conversations on development-related matters.

EXHIBIT 1. GENERALIZED LAND USE LIST

The following list is an example of the generalized land use approach. Land uses are subject to change as the ordinance is developed and input is received. Additional specificity may be required for land uses of concern.

Accessory Uses

- Accessory building, non-residential
- Accessory building, residential
- Accessory dwelling unit
- Accessory solar energy system
- Antennas
- Day care home
- Drive-through service
- Home occupation or business
- Outdoor display and sales, permanent
- Outdoor display and sales, temporary
- Outdoor storage and container storage, accessory

Accommodations, Hospitality, and Entertainment

- Banquet or meeting hall
- Bed and breakfast
- Recreational vehicle park
- Commercial indoor recreation facility
- Commercial outdoor recreation facility
- Drive-in theater
- Golf course
- Hotel or motel
- Indoor theater or playhouse
- Restaurant
- Restaurant with drive-in service
- Restaurant with drive-through service
- Tavern

Agricultural

- Farm
- Farm market or farm stand
- Stables, Commercial
- Stables, Private

Civic and Institutional

- Cemetery
- Community oriented cultural facility
- Community-based recreational facility
- Government facility
- Public park or preserve

Public use
 Place of worship
 School- college or university
 School- K-12
 School- specialized training
 School- truck driving

Industrial, Infrastructure, and Transportation

Brewery, winery, distillery
 Commercial solar energy system
 Crematorium
 Dry cleaning plant
 Essential public services and utilities without buildings
 Essential public services and utilities, with buildings
 Helicopter landing pad
 Marina
 Manufacturing, processing, and packaging- heavy
 Manufacturing, processing, and packaging- light
 Outdoor storage and container storage, principal
 Recycling and material recovery facility
 Salvage yard, junkyard, and impound facility
 Self-Storage Facility- Indoor and Outdoor
 Truck stop
 Truck terminal
 Truck wash
 Warehousing and distribution
 Waste Management
 Wholesaling and distribution
 Wireless telecommunications facility

Offices and Services

Child day care center
 Contractor facility
 Funeral home or mortuary
 General offices and services
 General offices and services with drive-through service
 Hospital
 Pet and animal Services
 Temporary office
 Vehicle repair, major
 Vehicle repair, minor
 Vehicle gas station
 Vehicle wash

Residential, Group Living

Adult foster care
 Boarding house
 Nursing home

Residential, Household Living

Mixed-use residential
Multiple-family dwelling
Single-family dwelling
Townhouse, row house, and attached housing
Two-family dwelling

Retail and other Sales and Rental

Construction and landscape supply, outdoor
Greenhouse and nursery
Propane gas sales
Retail sales
Vehicle, boat, and equipment sales and rental

Other Uses

Manufactured home community
Sexually oriented business
Similar land use
Temporary land use

EXHIBIT 2- PROPOSED OUTLINE

The following outline is our recommendation for the overall organization and format of the new Zoning Ordinance. The outline is subject to change as the ordinance is developed and input is received.

User Guide

Section A	What is zoning?
Section B	How do I use this guide?
Section C	What is my property zoned?
Section D	What can I do on my property?
Section E	What are the processes for development?
Section F	Where do I apply and who reviews my proposal?

Part I: Introduction

Article 1	Title and Purpose
Section 1.10	Title
Section 1.20	Intent and Purpose
Section 1.30	Applicability
Section 1.40	Organization
Section 1.50	Figures and Tables
Section 1.60	Interpretation and Conflict
Section 1.70	Legal Basis
Section 1.80	Validity and Severability
Section 1.90	Repeal of Ordinances and Effective Date

Part II: Zoning District Regulation

Article 2	General Requirements and Interpretations
Section 2.10	Intent and Purpose
Section 2.20	Established Zoning Districts
Section 2.30	Interpretation of Zoning District Boundaries
Section 2.40	Zoning of Vacated and Annexed Areas
Section 2.50	Principal Buildings and Uses
Section 2.60	Similar Land Uses
Article 3	Residential Zoning Districts
Section 3.10	Intent and Purpose
Section 3.20	Zoning District Intent Statements
Section 3.30	Land Use Regulation Table
Section 3.40	Dimensional and Building Requirements (principal and accessory)
Section 3.50	Design Requirements and Building Materials
Section 3.60	Other Requirements (References)

Article 4	Commercial and Industrial Zoning Districts
Section 4.10	Intent and Purpose
Section 4.20	Zoning District Intent Statements
Section 4.30	Land Use Regulation Table
Section 4.40	Dimensional and Building Requirements (principal and accessory)
Section 4.50	Design Requirements and Building Materials
Section 4.60	Other Requirements (References)
Article 5	Planned Unit Development District
Section 5.10	Intent and Purpose
Section 5.20	PUD Types
Section 5.30	Qualifying Conditions
Section 5.40	PUD Requirements
Section 5.50	Density
Section 5.60	Open Space
Section 5.70	Previously Approved PUDs and other Special Districts

Part III: Development Provisions

Article 6	General Provisions for All Zoning Districts
Section 6.10	Intent and Purpose
Section 6.20	Animals
Section 6.30	Antennas and Dishes
Section 6.40	Building Height
Section 6.50	Fences and Walls
Section 6.60	Flags and Flagpoles
Section 6.70	Lot Lines, Setbacks, Yards, and Clear Vision Areas
Section 6.80	Pools
Section 6.90	Street Frontage
Section 6.100	Water and Sewer
Article 7	Specific Use Requirements
Section 7.10	Intent and Purpose
Section 7.20	Accessory Buildings and Uses
Section 7.30	Accessory Dwelling Unit
Section 7.40	Bed and Breakfast
Section 7.50	Child Care
Section 7.60	Drive-In Service
Section 7.70	Drive-In Theater
Section 7.80	Drive-Through Service
Section 7.90	Dry Cleaning Plant
Section 7.100	Farm
Section 7.110	Farm Stand
Section 7.120	Farm Market or Farm Stand
Section 7.130	Golf Course
Section 7.140	Manufacturing, Processing, and Packaging
Section 7.150	Home Occupation or Business

Section 7.160	Manufactured Home Community
Section 7.170	Outdoor Display and Sales- Permanent
Section 7.180	Outdoor Display and Sales- Temporary
Section 7.190	Outdoor Storage and Container Storage, Accessory and Principal
Section 7.200	Place of Worship
Section 7.210	Pet and Animal Services
Section 7.220	Public Use
Section 7.230	Recreational Vehicle Park
Section 7.240	Recycling and Material Recovery Facility
Section 7.250	Salvage Yard, Junkyard, and Impound Facility
Section 7.260	Self-Storage Facility- Indoor and Outdoor
Section 7.270	Sexually Oriented Businesses
Section 7.280	Truck Stop
Section 7.290	Truck Wash
Section 7.300	Vehicle Gas Station
Section 7.310	Vehicle, Boat, and Equipment Sales and Rental
Section 7.320	Vehicle Wash
Section 7.330	Warehousing and Distribution and Truck Terminals
Section 7.340	Wireless Telecommunication Facility

Article 8 Parking, Loading, and Access Management

Section 8.10	Intent and Purpose
Section 8.20	General Requirements and Applicability
Section 8.30	Parking Lot Design and Dimensional Requirements
Section 8.40	Required Off-Street Parking
Section 8.50	Reduction and Deferment
Section 8.60	Shared Parking
Section 8.70	Loading Zones
Section 8.80	Access Management
Section 8.90	Traffic Impact Study
Section 8.100	Bicycle and Pedestrian Accommodations

Article 9 Lighting

Section 9.10	Intent and Purpose
Section 9.20	General Requirements and Applicability
Section 9.30	Lighting Plans
Section 9.40	Fixtures
Section 9.50	Site Lighting Levels
Section 9.60	Lighting Modifications

Article 10 Landscaping and the Environment

Section 10.10	Intent and Purpose
Section 10.20	General Requirements and Applicability
Section 10.30	Tree Preservation
Section 10.40	Landscape Plan Requirements
Section 10.50	Front Yard Landscaping
Section 10.60	Parking Lot Landscaping

Section 10.70	Buffering
Section 10.80	Screening
Section 10.90	Landscaping Modifications
Section 10.100	Grading, Excavation, Ponds
Section 10.110	Stormwater Management

Article 11 Private Streets and Shared Commercial Drives

Section 11.10	Intent and Purpose
Section 11.20	General Requirements and Applicability
Section 11.30	Design Requirements
Section 11.40	Easement and Maintenance Agreements

Part IV: Review Processes and Standards

Article 12 General Processes and Requirements

Section 12.10	Intent and Purpose
Section 12.20	Application, Content, Fees, and Completeness
Section 12.30	Review Authorities and Application Types
Section 12.40	Zoning Permits
Section 12.50	Notices for Public Hearings
Section 12.60	Recommendations, Decisions, Records
Section 12.70	Conditions of Approval
Section 12.80	Development Impact Assessment
Section 12.90	Performance Guarantees

Article 13 Site Plan Review

Section 13.10	Intent and Purpose
Section 13.20	General Requirements
Section 13.30	Review Process (Concept Site Plan and Final Site Plan)
Section 13.40	Site Plan Approval Standards
Section 13.50	Term, Validity, and Compliance
Section 13.60	Amendments (Major and Minor)

Article 14 Conditional Land Use Review

Section 14.10	Intent and Purpose
Section 14.20	General Requirements
Section 14.30	Review Process
Section 14.40	Conditional Use Approval Standards
Section 14.50	Term, Validity, and Compliance
Section 14.60	Amendments (Major and Minor)

Article 15 Planned Unit Development Review

Section 15.10	Intent and Purpose
Section 15.20	Review Process
Section 15.30	Preliminary PUD Plan
Section 15.40	Final PUD Plan (reference to site plan review)
Section 15.50	Development Impact Assessment

Section 15.60	Approval Standards
Section 15.70	Term, Validity, and Compliance
Section 15.80	Amendments (Major and Minor)

Article 16 Subdivision Review

Section 16.10	Intent and Purpose
Section 16.20	Review Process
Section 16.30	Minor Subdivision
Section 16.40	Major Subdivisions
Section 16.50	Construction Plans
Section 16.60	Final Plat
Section 16.70	Design Requirements
Section 16.80	Approval Standards
Section 16.90	Term, Validity, and Compliance
Section 16.100	Amendments (Major and Minor)

Article 17 Zoning Map and Text Amendment Review

Section 17.10	Intent and Purpose
Section 17.20	Initiation
Section 17.30	Review Process
Section 17.40	Approval Standards

Part V: Administration

Article 18 General Administration

Section 18.10	Intent and Purpose
Section 18.10	General Responsibilities

Article 19 Zoning Administration

Section 19.10	Intent and Purpose
Section 19.20	Authority

Article 20 Planning Commission

Section 20.10	Intent and Purpose
Section 20.20	Authority
Section 20.30	Rules and Procedures

Section 21 City Council

Section 21.10	Intent and Purpose
Section 21.20	Authority

Article 22 Zoning Board of Appeals

Section 22.10	Intent and Purpose
Section 22.20	Authority
Section 20.30	Rules and Procedures
Section 22.40	Interpretation
Section 22.50	Appeal
Section 22.60	Variances

Article 23 Nonconformities

Section 23.10	Intent and Purpose
Section 23.20	Nonconforming Uses
Section 23.30	Nonconforming Lots
Section 23.40	Nonconforming Site Development
Section 23.50	Nonconforming Buildings and Structures
Section 23.60	Exceptions

Article 24 Enforcement

Section 24.10	Intent and Purpose
Section 24.20	Procedures
Section 24.30	Penalties

Part V: Definitions and Checklists**Article 25 General Definitions**

Section 25.10	Construction of Language
Section 25.20	General Definitions

Article 26 Land Use Definitions

Section 26.10	Intent and Purpose
Section 26.20	Accessory Use
Section 26.30	Accommodations, Hospitality, and Entertainment
Section 26.40	Agricultural
Section 26.50	Civic and Institutional
Section 26.60	Industrial, Infrastructure, and Transportation
Section 26.70	Offices and Services
Section 26.80	Residential, Group Living
Section 26.90	Residential, Household Living
Section 26.100	Retail and Other Sales and Rental
Section 26.110	Other Uses

Article 27	Checklists
Section 27.10	Zoning Permit
Section 27.20	Concept Plan
Section 27.30	Site Plan and Private Street
Section 27.40	Conditional Use
Section 27.50	Rezoning
Section 27.60	Planned Unit Development
Section 27.70	Major Subdivision- Preliminary
Section 27.80	Major Subdivision- Final
Section 27.90	Minor Subdivision



PLB PLANNING GROUP



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/25/22 07:00 PM
Department: Public Services
Category: Purchase
Prepared By: Omar Senati-Martinez
Department Head: Omar Senati-Martinez

AGENDA ITEM (ID # 2715)

DOC ID: 2715

Antrim Road Roadway Improvements Pay Request No. 6 in the amount of \$83,260.87 to Sandhill ALS Construction, Inc.

Issue/Item: Antrim Road Roadway Improvements Pay Request No. 6 in the amount of \$83,260.87 to Sandhill ALS Construction, Inc.

Background: Antrim Road 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 Sandhill ALS Construction, Inc., including approved change orders in the amount of \$598,230.58.

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 \$83,260.87.

Funding: Budgeted Line Item

Recommendation: Approval based upon the recommendation of T.R. Long.

ATTACHMENTS:

- APPLICATION # 6 (PDF)

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:
Sandhill ALS Construction, Inc.

Performed upon or with regard to the following property: Roadway Improvements for Antrim Road Project, Port Wentworth, GA 31407

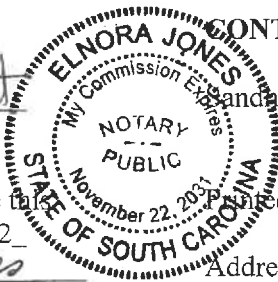
2. A contract for such work was executed on June 18, 2022 and may subsequently have been amended by one or more change orders (collectively referred to herein as the "Contract").

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.

Lottie J. Scott
 WITNESS Lottie J. Scott



CONTRACTOR:

Sandhill ALS Construction, Inc.

Sworn to and subscribed before me this 6th day of July, 2022. Signed Name: Larry B. Scott

Elnora Jones
 Notary Public

My Commission Expires: 11/22/2031 Address: 607 Keller Road
Port Wentworth, GA 31407

Attachment: APPLICATION # 6 (2715 : Antrim Road Roadway Improvements Pay Request No. 6)

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: The City of Port Wentworth

Project: Antrim Road Roadway Improvements

FROM CONTRACTOR: Sandhill ALS Construction, Inc.

ADDRESS: 607 Keller Road
Port Wentworth, Georgia 31407

VIA ENGINEER:

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	\$	598,118.00
2. Net change by Change Orders	\$	112.58
3. CONTRACT SUM TO DATE (line 1+2)	\$	598,230.58
4. TOTAL COMPLETED & STORED TO DATE:	\$	359,175.36
5. Retainage:		
a. 10 % of Completed Work	\$	35,917.54

Total Retainage	\$	35,917.54
6. TOTAL EARNED LESS RETAINAGE:	\$	323,257.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:	\$	239,996.95
8. CURRENT PAYMENT DUE:	\$	83,260.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 190,347.58	\$ 190,235.00
Total approved this Month		
TOTALS	\$ 190,347.58	\$ 190,235.00
NET CHANGES by Change Order	\$	112.58

PAGE 1 OF 2 PAGES

APPLICATION NO: 6

Distribution to:
OWNER
ENGINEER
CONTRACTOR

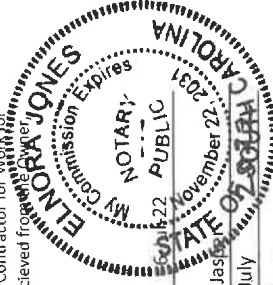
PERIOD TO: 6/18/2022

ENGINEER'S PROJECT NUMBER: 2018-191

CONTRACT DATE: 6-Jun-22

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:



By: Larry B. Scott

Date: 6/18/2022

State of: South Carolina

County of: Jasper

Subscribed and sworn to before me on: 6/18/2022

Notary Public: Elnora Jones

My Commission expires: 11/22/2031

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.....\$ 83,260.87

Engineer:

By: T. K. H. Date: 7-7-2022

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

PAGE ___ OF ___ PAGES

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.		APPLICATION NO:	
		APPLICATION DATE:	
		PERIOD TO:	
		ENGINEER'S PROJECT NO:	2018-191

A ITEM NO.	B DESCRIPTION OF WORK	C ESTIMATED QUANTITY	D UNITS	E UNIT PRICE	F SCHEDULED VALUE (C*E)	G CURRENT QUANTITY	H CURRENT VALUE (E*G)	I PREVIOUS QUANTITY	J PREVIOUS VALUE (E*J)	K MATERIALS PRESENTLY STORED (NOT IN H OR J)	L TOTAL COMPLETED AND STORED TO DATE (H+J+K)	M BALANCE TO FINISH (F-L)
1	Unclassified Excavation and Fill for Unsuitable Soils	2670	CY	\$ 22.00	\$58,740.00	668.72	\$ 14,711.84	980.79	\$ 21,577.38		\$ 36,289.22	\$ 22,450.78
2	24" Structural Fill Material	1944	CY	\$ 22.00	\$42,768.00	472.59	\$ 10,396.98	693.14	\$ 15,249.08		\$ 25,646.06	\$ 17,121.94
3	8" Graded Aggregate Base	2890	SY	\$ 24.00	\$69,360.00	0.00	\$ -	984.00	\$ 23,616.00	\$ -	\$ 23,616.00	\$ 45,744.00
4	10" Graded Aggregate Base	0	SY	\$ 24.00	\$0.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$0.00
5	Geotextile Fabric Mirafi RS8801 or Approved Equivalent	2790	SY	\$ 4.00	\$11,160.00	708.89	\$ 2,835.56	1,033.66	\$ 4,134.64		\$ 6,970.20	\$ 4,189.80
6	2.0" Asphaltic Concrete 12.5mm Superpave	346	TONS	\$ 150.00	\$51,900.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$51,900.00
7	3.0" Asphaltic Concrete 19.0mm Superpave	0	TONS	\$ 150.00	\$0.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$0.00
8	5.0" Asphaltic Concrete 25.0mm Superpave	0	TONS	\$ 150.00	\$0.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$0.00
9	Remove and Replace Curb & Gutter	1308	LF	\$ 40.00	\$52,320.00	0.00	\$ -	542.50	\$ 21,700.00		\$ 21,700.00	\$ 30,620.00
10	Class B Concrete	20	SY	\$ 200.00	\$4,000.00	0.00	\$ -	1.10	\$ 220.00		\$ 220.00	\$ 3,780.00
11	Regrade Ditch	0	LF	\$ 30.00	\$0.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$0.00
12	Storm Structure Core	5	EA	\$ 1,000.00	\$5,000.00	0.00	\$ -	2.00	\$ 2,000.00		\$ 2,000.00	\$ 3,000.00
13	Sewer Manhole Repair & Raise to Grade	3	EA	\$ 1,000.00	\$3,000.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$3,000.00
14	Structure Relocation	0.67	SUM	\$ 10,000.00	\$6,700.00	0.34	\$ 3,400.00	0.33	\$ 3,300.00		\$ 6,700.00	\$0.00
15	3' Flume Replacement	0	LF	\$ 200.00	\$0.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$0.00
16	18" RCP Pipe	0	LF	\$ 50.00	\$0.00	38.00	\$ 1,900.00	0.00	\$ -		\$ 1,900.00	\$ -1,900.00
17	18" Flared End Section	0	EA	\$ 1,300.00	\$0.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$0.00
18	6" Sock Drain w/#57 Stone & Fabric	2800	LF	\$ 17.00	\$47,600.00	0.00	\$ -	1,003.00	\$ 17,051.00		\$ 17,051.00	\$ 30,549.00
19	24" Stop Bar White	4	EA	\$ 200.00	\$800.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$800.00
20	5" Double Yellow Striping	1150	LF	\$ 1.50	\$1,725.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$1,725.00
21	Inlet Sediment Trap (Sq2-F)	3	EA	\$ 100.00	\$300.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$300.00
22	Inlet Sediment Trap (Sq2-P)	9	EA	\$ 100.00	\$900.00	0.00	\$ -	3.00	\$ 300.00		\$ 300.00	\$ 600.00
23	Silt Fence (Sq1-NS)	0	LF	\$ 4.00	\$0.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$0.00
24	Haybale Checkdams (Cd-Hb)	0	EA	\$ 200.00	\$0.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$0.00
25	Temporary Grassing (Ds2)	0.2	AC	\$ 2,000.00	\$400.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$400.00
26	Permanent Grassing (Ds3)	0.2	AC	\$ 2,000.00	\$400.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$400.00
27	Mulching (Ds1)	0.2	AC	\$ 3,000.00	\$600.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$600.00
28	2' Sod Strip Behind Replaced Curb (Ds4)	1525	LF	\$ 2.00	\$3,050.00	0.00	\$ -	0.00	\$ -	\$ -	\$ -	\$3,050.00
29	Traffic Control	0.67	SUM	\$ 48,000.00	\$32,160.00	0.34	\$ 16,320.00	0.33	\$ 15,840.00		\$ 32,160.00	\$0.00
30	Mobilization 3% Max	1	SUM	\$ 15,000.00	\$15,000.00	0.00	\$ -	1.00	\$ 15,000.00		\$ 15,000.00	\$0.00
	ORIGINAL TOTAL				\$407,883.00		\$ 49,564.38		\$ 139,988.10	\$ -	\$ 189,552.48	\$ 218,330.52

Change Order 2

31	Geotextile Fabric Tensar TX160 or Approved Equivalent	2768.65	SY	\$	5.50	\$15,227.58	708.89	3,898.90	1,033.66	5,685.13	\$	9,584.03	\$5,643.55
32	Relocate Existing Water Service	8	EA	\$	1,000.00	\$8,000.00	0.00	-	8.00	8,000.00	\$	8,000.00	\$0.00
33	Clearing and Grubbing	1	SUM	\$	26,800.00	\$26,800.00	0.00	-	1.00	26,800.00	\$	26,800.00	\$0.00
34	8" PVC Water Main	1180	LF	\$	55.00	\$63,800.00	30.00	1,650.00	1,014.00	55,770.00	\$	57,420.00	\$6,380.00
35	4" PVC Water Main	40	LF	\$	100.00	\$4,000.00	0.00	-	-	-	\$	-	\$4,000.00
36	8" Water Valve	2	EA	\$	3,000.00	\$6,000.00	0.00	-	1.00	3,000.00	\$	3,000.00	\$3,000.00
37	4" Water Valve	1	EA	\$	2,000.00	\$2,000.00	1.00	2,000.00	-	-	\$	2,000.00	\$0.00
38	1" Water Service	24	EA	\$	1,200.00	\$28,800.00	15.00	18,000.00	8.00	9,600.00	\$	27,600.00	\$1,200.00
39	Connect to Existing 6" - 8" Main	4	EA	\$	3,000.00	\$12,000.00	2.00	6,000.00	2.00	6,000.00	\$	12,000.00	\$0.00
40	Connect to Existing 4" Main	1	EA	\$	2,000.00	\$2,000.00	1.00	2,000.00	-	-	\$	2,000.00	\$0.00
41	Connect to Existing Fire Hydrant	1	EA	\$	2,000.00	\$2,000.00	1.00	2,000.00	1.00	2,000.00	\$	4,000.00	-\$2,000.00
42	Ductile Iron Fittings	1	TON	\$	2,000.00	\$2,000.00	0.4494	898.80	0.2994	598.80	\$	1,497.60	\$502.40
43	6" GAB Temporary Driveways	82	SY	\$	50.00	\$4,100.00	0.00	-	-	-	\$	-	\$4,100.00
44	Remove and Replace Curb & Gutter	14	LF	\$	45.00	\$630.00	0.00	-	-	-	\$	-	\$630.00
45	Remove and Replace 6" Driveway	82	SY	\$	125.00	\$10,250.00	0.00	-	52.05	6,506.25	\$	6,506.25	\$3,743.75
46	Remove and Replace 4" Sidewalk	13	SY	\$	100.00	\$1,300.00	0.00	-	27.15	2,715.00	\$	2,715.00	-\$1,415.00
47	Temporary Grassing	0.16	AC	\$	3,000.00	\$480.00	0.00	-	-	-	\$	-	\$480.00
48	Permanent Grassing	0.16	AC	\$	3,000.00	\$480.00	0.00	-	-	-	\$	-	\$480.00
49	Mulching	0.16	AC	\$	3,000.00	\$480.00	0.00	-	-	-	\$	-	\$480.00
50	6" Water Valve	1	EA	\$	2,500.00	\$2,500.00	1.00	2,500.00	1.00	2,500.00	\$	5,000.00	-\$5,000.00
51	2" PVC Water Main	0	EA	\$	75.00	\$0.00	20.00	1,500.00	0.00	-	\$	1,500.00	-\$1,500.00
\$598,230.58							\$	90,012.08		\$	269,163.28	\$	\$239,055.22



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/25/22 07:00 PM
Department: Public Services
Category: Purchase
Prepared By: Omar Senati-Martinez
Department Head: Omar Senati-Martinez

AGENDA ITEM (ID # 2716)

DOC ID: 2716

Antrim Road Roadway Improvements Pay Request No. 7 in the amount of \$51,712.56 to Sandhill ALS Construction, Inc.

Issue/Item: Antrim Road Roadway Improvements Pay Request No. 7 in the amount of \$51,712.56 to Sandhill ALS Construction, Inc.

Background: Antrim Road 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 Sandhill ALS Construction, Inc., including approved change orders in the amount of \$598,230.58.

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 \$51,712.56.

Funding: Budgeted Line Item

Recommendation: Approval based upon the recommendation of T.R. Long.

ATTACHMENTS:

- APPLICATION # 7 (PDF)

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: The City of Port Wentworth

Project: Antrim Road Roadway Improvements

FROM CONTRACTOR: Sandhill ALS Construction, Inc.

ADDRESS: 607 Keller Road
Port Wentworth, Georgia 31407

VIA ENGINEER:

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 \$ 598,118.00

2. Net change by Change Orders \$ 112.58

3. CONTRACT SUM TO DATE (Line 1+2) \$ 598,230.58

4. TOTAL COMPLETED & STORED TO DATE: \$ 416,083.76

5. Retainage:

a. 10 % of Completed Work \$ 41,608.38

Total Retainage \$ 41,608.38

6. TOTAL EARNED LESS RETAINAGE: \$ 374,475.38

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$ 322,762.82

8. CURRENT PAYMENT DUE: \$ 51,712.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 190,347.58	\$ 190,235.00
Total approved this Month		
TOTALS	\$ 190,347.58	\$ 190,235.00
NET CHANGES by Change Order	\$	112.58

PAGE 1 OF 3 PAGES

APPLICATION NO: 7 Distribution to: OWNER

PERIOD TO: 8/10/2022 ENGINEER

ENGINEER'S PROJECT NUMBER: CONTRACTOR

CONTRACT DATE: 2018-191

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:

By: [Signature] Date: 8/9/2022

South Carolina County of Jasper August

Subscribed and sworn to before me this 11th day of August 2022

Notary Public: [Signature] My Commission Expires 11/26/2031

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\$ 51,712.56

Engineer:

By: [Signature] Date: 8-12-2022

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

PAGE ____ OF ____ PAGES

Application and Certification for Payment, containing Contractor's signed certification is attached.
 Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: _____
 APPLICATION DATE: _____
 PERIOD TO: _____
 ENGINEER'S PROJECT NO: _____

2018-191

A ITEM NO.	B DESCRIPTION OF WORK	C ESTIMATED QUANTITY	D UNITS	E UNIT PRICE	F SCHEDULED VALUE (C*E)	G CURRENT QUANTITY	H CURRENT VALUE (E*G)	I PREVIOUS QUANTITY	J PREVIOUS VALUE (E*J)	K MATERIALS PRESENTLY STORED (NOT IN H OR J)	L TOTAL COMPLETED AND STORED TO DATE (H+J+K)	M BALANCE TO FINISH (F-L)
1	Unclassified Excavation and Fill for Unsuitable Soils	2670	CY	\$ 22.00	\$58,740.00	726.37	\$ 15,980.14	1,649.51	\$ 36,269.22		\$ 52,269.36	\$6,470.64
2	24" Structural Fill Material	1944	CY	\$ 22.00	\$42,768.00	513.33	\$ 11,293.26	1,165.73	\$ 25,646.06		\$ 36,939.32	\$5,828.68
3	8" Graded Aggregate Base	2890	SY	\$ 24.00	\$69,360.00	0.00	\$ -	984.00	\$ 23,616.00		\$ 23,616.00	\$45,744.00
4	10" Graded Aggregate Base	0	SY	\$ 24.00	\$0.00	0.00	\$ -	0.00	\$ -		\$ -	\$0.00
5	Geotextile Fabric Miral RS5801 or Approved Equivalent	2790	SY	\$ 4.00	\$11,160.00	770.00	\$ 3,080.00	1,742.55	\$ 6,970.20		\$ 10,050.20	\$1,109.80
6	2.0" Asphaltic Concrete 12.5mm Superpave	346	TONS	\$ 150.00	\$51,900.00	0.00	\$ -	0.00	\$ -		\$ -	\$51,900.00
7	3.0" Asphaltic Concrete 19.0mm Superpave	0	TONS	\$ 150.00	\$0.00	0.00	\$ -	0.00	\$ -		\$ -	\$0.00
8	5.0" Asphaltic Concrete 25.0mm Superpave	0	TONS	\$ 150.00	\$0.00	0.00	\$ -	0.00	\$ -		\$ -	\$0.00
9	Remove and Replace Curb & Gutter	1308	LF	\$ 40.00	\$52,320.00	0.00	\$ -	542.50	\$ 21,700.00		\$ 21,700.00	\$30,620.00
10	Class B Concrete	20	SY	\$ 200.00	\$4,000.00	0.00	\$ -	1.10	\$ 220.00		\$ 220.00	\$3,780.00
11	Regrade Ditch	0	LF	\$ 30.00	\$0.00	0.00	\$ -	0.00	\$ -		\$ -	\$0.00
12	Storm Structure Core	5	EA	\$ 1,000.00	\$5,000.00	2.00	\$ 2,000.00	2.00	\$ 2,000.00		\$ 4,000.00	\$1,000.00
13	Sewer Manhole Repair & Raise to Grade	3	EA	\$ 1,000.00	\$3,000.00	0.00	\$ -	0.00	\$ -		\$ -	\$3,000.00
14	Structure Relocation	0.67	SUM	\$ 10,000.00	\$6,700.00	0.00	\$ -	0.67	\$ 6,700.00		\$ 6,700.00	\$0.00
15	3' Flume Replacement	0	LF	\$ 200.00	\$0.00	0.00	\$ -	0.00	\$ -		\$ -	\$0.00
16	18" RCP Pipe	0	LF	\$ 50.00	\$0.00	0.00	\$ -	38.00	\$ 1,900.00		\$ 1,900.00	\$-1,900.00
17	18" Flared End Section	0	EA	\$ 1,300.00	\$0.00	0.00	\$ -	0.00	\$ -		\$ -	\$0.00
18	6" Sock Drain w/#57 Stone & Fabric	2800	LF	\$ 17.00	\$47,600.00	1,210.00	\$ 20,570.00	1,003.00	\$ 17,051.00		\$ 37,621.00	\$9,979.00
19	24" Stop Bar White	4	EA	\$ 200.00	\$800.00	0.00	\$ -	0.00	\$ -		\$ -	\$800.00
20	5" Double Yellow Striping	1150	LF	\$ 1.50	\$1,725.00	0.00	\$ -	0.00	\$ -		\$ -	\$1,725.00
21	Inlet Sediment Trap (Sd2-F)	3	EA	\$ 100.00	\$300.00	0.00	\$ -	0.00	\$ -		\$ -	\$300.00
22	Inlet Sediment Trap (Sd2-P)	9	EA	\$ 100.00	\$900.00	3.00	\$ 300.00	3.00	\$ 300.00		\$ 600.00	\$300.00
23	Silt Fence (Sd1-NS)	0	LF	\$ 4.00	\$0.00	0.00	\$ -	0.00	\$ -		\$ -	\$0.00
24	Haybale Checkdams (Cd-Hb)	0	EA	\$ 200.00	\$0.00	0.00	\$ -	0.00	\$ -		\$ -	\$0.00
25	Temporary Grassing (Ds2)	0.2	AC	\$ 2,000.00	\$400.00	0.00	\$ -	0.00	\$ -		\$ -	\$400.00
26	Permanent Grassing (Ds3)	0.2	AC	\$ 2,000.00	\$400.00	0.00	\$ -	0.00	\$ -		\$ -	\$400.00
27	Mulching (Ds1)	0.2	AC	\$ 3,000.00	\$600.00	0.00	\$ -	0.00	\$ -		\$ -	\$600.00
28	2' Solid Strip Behind Replaced Curb (Ds4)	1525	LF	\$ 2.00	\$3,050.00	0.00	\$ -	0.00	\$ -		\$ -	\$3,050.00
29	Traffic Control	0.67	SUM	\$ 48,000.00	\$32,160.00	0.00	\$ -	0.67	\$ 32,160.00		\$ 32,160.00	\$0.00
30	Mobilization 3% Max	1	SUM	\$ 15,000.00	\$15,000.00	0.00	\$ -	1.00	\$ 15,000.00		\$ 15,000.00	\$0.00
	ORIGINAL TOTAL				\$407,883.00		\$ 53,223.40		\$ 189,552.48	\$ -	\$ 242,775.88	\$ 165,107.12

Change Order 2

	Geotextile Fabric Tensar TX160 or Approved Equivalent	2768.65	SY	\$	5.50	\$15,227.58	770.00	\$	4,235.00	1,742.55	\$	9,584.03	\$	13,815.03	\$	\$1,408.55
31	Relocate Existing Water Service	8	EA	\$	1,000.00	\$8,000.00	0.00	\$	-	8.00	\$	8,000.00	\$	8,000.00	\$	\$0.00
32	Clearing and Grubbing	1	SUM	\$	26,800.00	\$26,800.00	0.00	\$	-	1.00	\$	26,800.00	\$	26,800.00	\$	\$0.00
33	8" PVC Water Main	1160	LF	\$	55.00	\$63,800.00	0.00	\$	-	1,034.00	\$	56,870.00	\$	56,870.00	\$	\$6,930.00
34	4" PVC Water Main	40	LF	\$	100.00	\$4,000.00	0.00	\$	-		\$	-	\$	-	\$	\$4,000.00
35	8" Water Valve	2	EA	\$	3,000.00	\$6,000.00	0.00	\$	-	1.00	\$	3,000.00	\$	3,000.00	\$	\$3,000.00
36	4" Water Valve	1	EA	\$	2,000.00	\$2,000.00	0.00	\$	-	1.00	\$	2,000.00	\$	2,000.00	\$	\$0.00
37	1" Water Service	24	EA	\$	1,200.00	\$28,800.00	0.00	\$	-	23.00	\$	27,600.00	\$	27,600.00	\$	\$1,200.00
38	Connect to Existing 6" - 8" Main	4	EA	\$	3,000.00	\$12,000.00	0.00	\$	-	4.00	\$	12,000.00	\$	12,000.00	\$	\$0.00
39	Connect to Existing 4" Main	1	EA	\$	2,000.00	\$2,000.00	0.00	\$	-	1.00	\$	2,000.00	\$	2,000.00	\$	\$0.00
40	Connect to Existing Fire Hydrant	1	EA	\$	2,000.00	\$2,000.00	0.00	\$	-	2.00	\$	4,000.00	\$	4,000.00	\$	\$2,000.00
41	Ductile Iron Fittings	1	TON	\$	2,000.00	\$2,000.00	0.0000	\$	-	0.7488	\$	1,497.60	\$	1,497.60	\$	\$502.40
42	6" GAB Temporary Driveways	82	SY	\$	50.00	\$4,100.00	0.00	\$	-		\$	-	\$	-	\$	\$4,100.00
43	Remove and Replace Curb & Gutter	14	LF	\$	45.00	\$630.00	0.00	\$	-		\$	-	\$	-	\$	\$630.00
44	Remove and Replace 6" Driveway	82	SY	\$	125.00	\$10,250.00	0.00	\$	-	52.05	\$	6,506.25	\$	6,506.25	\$	\$3,743.75
45	Remove and Replace 4" Sidewalk	13	SY	\$	100.00	\$1,300.00	0.00	\$	-	27.15	\$	2,715.00	\$	2,715.00	\$	\$1,415.00
46	Temporary Grassing	0.16	AC	\$	3,000.00	\$480.00	0.00	\$	-		\$	-	\$	-	\$	\$480.00
47	Permanent Grassing	0.16	AC	\$	3,000.00	\$480.00	0.00	\$	-		\$	-	\$	-	\$	\$480.00
48	Mulching	0.16	AC	\$	3,000.00	\$480.00	0.00	\$	-		\$	-	\$	-	\$	\$480.00
49	6" Water Valve	1	EA	\$	2,500.00	\$0.00	0.00	\$	-	2.00	\$	5,000.00	\$	5,000.00	\$	\$5,000.00
50	2" PVC Water Main	0	EA	\$	75.00	\$0.00	0.00	\$	-	20.00	\$	1,500.00	\$	1,500.00	\$	\$1,500.00
51						\$598,230.58		\$	57,458.40		\$	358,625.36	\$	416,083.76	\$	\$182,146.82

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:
Sandhill ALS Construction, Inc.

Performed upon or with regard to the following property: Roadway Improvements for Antrim Road Project, Port Wentworth, GA 31407

2. A contract for such work was executed on August 10, 2022 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.

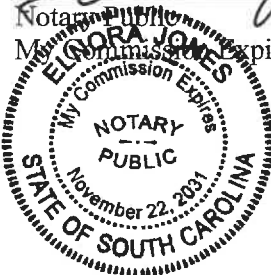
CONTRACTOR:

Sandhill ALS Construction, Inc. _____

Lottie J. Scott
 WITNESS Lottie J. Scott

Sworn to and subscribed before me this
10th day of August 2022

Elnora Jones
 Notary Public
 My Commission Expires: 11/22/2031



Printed Name: Larry B. Scott

Address: 607 Keller Road

Port Wentworth, GA 31407 _____

Attachment: APPLICATION # 7 (2716 : Antrim Road Roadway Improvements Pay Request No. 7)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2721)

Meeting: 08/25/22 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Lance Moore

11.C

DOC ID: 2721

Mutual Aid Agreement

Issue/Item: Mutual Aid Agreement between the City of Port Wentworth's Fire Department and the surrounding Counties Fire Departments.

Background: The generally available level of mutual aid shall be as agreed upon by the Port Wentworth Fire Chief and the surrounding counties Fire Chief's. The party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency

Recommendation: Approve



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/25/22 07:00 PM
Department: All
Category: Contract
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.A

AGENDA ITEM (ID # 2722)

DOC ID: 2722

Update on Clearwater Solutions Performance Possible Vote of No Confidence

Issue/Item: Inability to perform to the terms of contract.

Background: Clearwater Solutions is a contractor with the city that performs several tasks in the public works area. They manage the wastewater treatment plant, sewer system, water system, road maintenance and ditch cleaning, cutting and digging.

Facts and Findings: Councilwomen Smith has requested this item.

Funding:

Recommendation:



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/25/22 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.B

AGENDA ITEM (ID # 2723)

DOC ID: 2723

Novare Development Agreement

Issue/Item: The city is currently working on the I&I problem with Novare Gravity Sewer System improvements. A development application has been placed in that area, however, in order to accept the sewage flow from the development the city would need to do some upgrades.

Background: The city has been working on a project to address the I&I issues, and now that there is a new development application the city will now share the cost of the upgrades.

Facts and Findings: By doing this it will allow the city to comply with the EPD Consent order.

Recommendation: Approve

ATTACHMENTS:

- Port Wentworth - Dev Agree (Novare)[93] (DOCX)

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between Port Wentworth Apartment Residences, LLLP, a Georgia limited liability limited partnership (“Developer”); Port Wentworth SFR, LLC, a Georgia limited liability company (“Adjacent Parcel Owner”); and the City of Port Wentworth, an incorporated municipality of the State of Georgia (“City”) (Developer, Adjacent Parcel Owner and City are collectively referred to as “Parties”).

WITNESSETH:

Whereas, Developer is currently constructing a multifamily residential community consisting of 328 rental units (“Project”);

Whereas, Developer will perform certain utility improvements which are consistent with and in furtherance of the goals and purposes of the future plans of the City and are in the best interests of the City;

Whereas, the utility improvements will be performed on property where the City maintains existing utilities as well as on property owned by the Developer and Adjacent Parcel Owner, respectively, and the Adjacent Parcel Owner joins in the execution of this Agreement for the sole purpose of acknowledging its consent to such work being performed on its property; and

Whereas, the Parties hereto desire to memorialize their agreement in a written instrument

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

Section 1. Improvements.

The Developer shall make certain sanitary sewer improvements as follows:

- (a) Developer shall install a new sanitary sewer line as shown and described on the plans prepared by _____, dated _____, 2022, and attached hereto as Exhibit A (“Plans”). Developer shall be responsible for constructing the work identified on the Plans as “City’s Scope” at the City’s sole cost and expense. City shall not directly reimburse Developer for the City’s Scope, it being understood and agreed that Developer shall receive a credit in the amount of the Total Cost to construct the City’s Scope against any sewer impact fee that would otherwise be due in connection with the Project by Developer. As used herein, Total Cost shall mean “hard costs” to construct the improvements in question, including but not limited to the cost of materials, labor, equipment and equipment rental fees; and customary contractor overhead and fees. The City shall be responsible for costs incurred for the planning, design and coordination of the improvements, including but not limited to permitting fees, fees paid to architects, engineers, consultants (including the costs of any on site testing), and attorneys, and a project management fee to Developer in the amount of three percent

(3%) of the hard costs of work to be performed. City shall (i) assist Developer in obtaining all necessary permits and approvals which may be required to construct the City's Scope; (ii) ensure that Developer has access to all property owned or controlled by City that will enable it to perform its work; and (iii) further assist Developer as may be reasonably requested from time to time.

- (b) Developer shall perform upgrades to the existing City pump station as more particularly shown and described as "Developer's Scope" on Exhibit B attached hereto. Developer shall be responsible for constructing the work identified on Exhibit B as "Developer's Scope" at Developer's sole cost and expense. City shall (i) assist Developer in obtaining all necessary permits and approvals which may be required to construct the Developer's Scope; (ii) ensure that Developer has access to all property owned or controlled by City that will enable it to perform its work; and (iii) further assist Developer as may be reasonably requested from time to time.

Section 2. Construction.

The Developer shall engage Thomas & Hutton Engineering Co. ("Project Engineer") to prepare construction plans for the work to be performed and the improvements to be constructed pursuant to Section 1 herein ("Improvements"). The plans and specifications shall be consistent with the City's design standards and ordinances, as well as applicable state and federal regulations; and the plans and specifications shall be reviewed and approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed, prior to the Developer entering into any contract to construct all or any portion of the Improvements. In the event such approval is not given or denied by the City within ten (10) business days after submission of the plans and specifications to the City by Developer, such approval shall be deemed given by the City. The Project Engineer, with the assistance of a materials testing firm engaged by the Developer, shall verify that all work performed by construction contractors conforms to the approved plans and specifications for the Improvements. The City shall, at its sole cost and expense, also engage _____ as its representative ("City Representative") to verify that all work performed by construction contractors conforms to the approved plans and specifications for the Improvements; provided, however, the City Representative shall be paid by City pursuant to a mutually agreed upon agreement by and among the City and the City's Representative. Upon completion of the Project or any approved phase thereof, the Developer shall provide the City with a statement from the Project Engineer that the materials and workmanship, including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment, and other related materials and work, were constructed in general accordance with the plans and specifications as approved by the City ("Engineering Representative Statement").

Section 3. Inspection and Dedication of the On-Site Improvements.

- a. Upon completion of the Improvements, and the delivery of an Engineering Representative Statement and a recordable plat and "record" drawings, the City shall, subject to approval of the Mayor and City Council of Port Wentworth, which approval shall not be unreasonably withheld, conditioned or delayed, accept title thereto and assume responsibility for the maintenance and operation of those portions of the Improvements located or to be located

within easements, rights-of-way to be dedicated to the City, and land owned by the City in fee simple. Port Wentworth shall, upon dedication by the Developer, accept title to and assume responsibility for maintenance and operation of those portions of the On-Site Improvements located within public easements or right-of-ways; provided that Port Wentworth shall not accept title to or responsibility for maintenance of sewage, water, or re-use water lateral lines outside of public easements or rights-of-way.

b. Developer shall provide to Port Wentworth a recordable plat(s) showing all public easements and/or rights-of-way that will contain utilities that, once constructed, are to be owned and maintained by Port Wentworth. This document shall be provided prior to construction of each phase of development. Should installation deviate from the original recordable plat, the Developer shall provide to Port Wentworth a revised recordable plat showing all utilities in fact located in public easements and rights-of-way within the Project.

Section 4. Impact Fees.

As used herein, the term “Sewer Impact Fees” shall mean those certain sewer impact fees permitted to be charged by the City pursuant to its Revenue Ordinance and that may be charged by the City in a reasonable and non-discriminatory manner.

Section 5. Term.

The term of this Agreement shall be _____ months, commencing on _____ 1, 2022, and ending on _____ 31, 20___. Prior to the expiration of this Agreement, the Developer shall have an option to renew this Agreement for an additional twelve (12) month period ending _____ 31, 20___, by written notice to Port Wentworth.

Section 6. Compliance with Laws.

Developer and Port Wentworth shall comply with all Georgia laws, rules, regulation; all Federal laws, codes, regulations; and all existing and future city ordinances, rules, and regulations including those relating to the connection and use of Port Wentworth’s services and development requirements.

Section 7. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. All parties agree to be subject to the jurisdiction of the State of Georgia and also agree to waive all venue requirements and agree that any civil action arising from this Agreement shall be filed in the State or Superior Court of Chatham County, Georgia.

Section 8. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 9. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 10. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 11. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 12. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified mail or hand delivery as follows:

If to Developer:

Port Wentworth Apartment Residences, LLC
1545 Peachtree Street NW
Suite 260
Atlanta, GA 30309
Attn: Todd Andersen

With a copy to:

Harold Yellin
Hunter Maclean
200 East Saint Julian Street
Savannah, GA 31401

If to City:

City of Port Wentworth
7224 HA Highway 21
Port Wentworth, GA 31407

Attachment: Port Wentworth - Dev Agree (Novare)[93] (2723 : Novare Development Agreement)

Section 13. Excusable Delay.

Neither Port Wentworth nor the Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “force majeure”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, disaster, fire, earthquake, floods, explosion, extraordinary adverse weather conditions, declared or undeclared war, terrorism, riots, protests, mob violence, inability to procure or a general shortage of labor or materials, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, unforeseen physical conditions, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, rules, regulations, orders of governmental or military authorities, declared pandemic, or any event of force majeure customarily found in construction contracts used in the building construction industry in the vicinity of the Project. or any other cause not within the reasonable control of the responsible party; provided, however, that in no event shall the foregoing “force majeure” clause apply to abate or delay any obligation to pay money.

Section 14. Assignment.

This Agreement may be assigned in whole or in part by the Developer, including assignment anticipated to be made to single purpose entity affiliates of the Developer; provided that the assignment does not result in an increase in the estimated number of equivalent residential units included within the Project. However, Developer shall remain responsible for its obligations and responsibilities under this agreement unless Port Wentworth agrees to release Developer from said obligations and responsibilities at the time of assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 15. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

Section 16. Third-party Rights.

The Parties acknowledge and agree that the benefit of this Agreement is intended to inure only to the Parties and nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or deemed to confer any third-party beneficiary status on any person or entity who is not a Party.

Section 17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

Section 18. Binding Nature of Agreement.

This Agreement shall be binding upon the parties hereto, shall inure to the benefit of and be binding upon the successors or assigns of the parties hereto, shall run with the Property, and be binding upon and inure to the benefit of any person, firm or corporation that may become the successor in interest, directly or indirectly, to the Property, or any portion thereof.

Section 19. Time Is of the Essence.

Time is of the essence in the performance of the terms and provisions of this Agreement.

[signatures on following pages]

Attachment: Port Wentworth - Dev Agree (Novare)[93] (2723 : Novare Development Agreement)

IN WITNESS WHEREOF the Developer and the Adjacent Parcel Owner have executed these presents under seal and the City has caused these presents to be executed by its proper officer under seal affixed, this _____ day of _____, 2022.

DEVELOPER:

Signed, sealed and delivered in the presence of:

Port Wentworth Apartment Residents, LLLP
A Georgia limited liability limited partnership

Witness

By: _____
Name: _____
Title: _____

Notary Public, State of Georgia

My Commission Expires _____

(AFFIX NOTARIAL SEAL)

Attachment: Port Wentworth - Dev Agree (Novare)[93] (2723 : Novare Development Agreement)

ADJACENT PARCEL OWNER:

Signed, sealed and delivered in the presence of:

Port Wentworth SFR, LLC, a Georgia limited liability company

Witness

By: _____
Name: _____
Title: _____

Notary Public, State of Georgia

My Commission Expires _____

(AFFIX NOTARIAL SEAL)

Attachment: Port Wentworth - Dev Agree (Novare)[93] (2723 : Novare Development Agreement)

CITY:

CITY OF PORT WENTWORTH, GEORGIA

Signed, sealed and delivered in the
presence of:

Witness

By: _____
Name: _____
Title: Mayor

Notary Public, State of Georgia

My Commission Expires _____

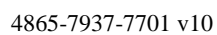
(AFFIX NOTARIAL SEAL)

ATTEST:

By: _____
Name: _____
Title: City Clerk

Attachment: Port Wentworth - Dev Agree (Novare)[93] (2723 : Novare Development Agreement)

10





City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2719)

Meeting: 08/25/22 07:00 PM
Department: All
Category: Contract
Prepared By: Zahnay Smoak
Department Head: Steve Davis

DOC ID: 2719

13.C

Watershed Protection Plan (WPP)

Issue/Item: The WPP is part of a three part watershed assessment process mandated by the Georgia Environmental Protection Division (EPD) on an annual basis for the Water Pollution Control Program (WPCP) and National Pollution Discharge Elimination System (NPDES) permit renewal.

Background: The City is in the low country and has many stormwater issues and environmentally sensitive areas. This contract is specifically for water quality monitoring, biological monitoring, annual reporting and certification.

Facts and Findings: EOM operations is a local company based out of Richmond Hill and they have a full engineering department that specializes in local government operations.

Funding: \$31,200

Recommendation: Approve

ATTACHMENTS:

- WPP- EOM Operation (PDF)



EOM Operations
Your solution to a better tomorrow

July 25th, 2022

City of Port Wentworth
ATTN: Mr. Steve Davis
7224 GA Highway 21
Port Wentworth, GA 31407

Re: 2022-2023 Long Term Monitoring for Watershed Projection Plan

Dear Mr. Davis

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to submit this proposal for the above-mentioned project.

SCOPE OF SERVICES

The scope of services will begin on July, 1st 2022 and will include the last two (2) quarters of 2022 and the first two (2) quarters of 2023.

Water Quality Monitoring

Water quality will be monitored as required according to the City's current Watershed Protection Plan. The monitoring for all parameters except bacteria will be four (4) times per year during three (3) dry weather days (after a 72 hour period with less than 0.1 inches of rain) and one (1) wet weather day (within 24 hours of rainfall greater than 0.2 inches). Bacteria sampling, including fecal coliform and enterococci, will be based on a geometric mean (geomean) requiring the collection of four (4) samples over a thirty-day period. The City's Watershed Protection Plan requires bacteria sampling to be collected quarterly.

Biological Monitoring

Biological monitoring will be conducted based on the current Georgia DNR guidelines. Monitoring activities will include physical habitat assessments and benthic macroinvertebrate sampling for all four monitoring sites. Benthic macroinvertebrate sampling will generally be completed by dip netting within different habitat types based on protocols established by Georgia DNR. Macroinvertebrate samples will be preserved and analyzed in the laboratory.

Annual Reporting and Certification

As a part of implementing the WPP, a certification including summary of work and EPD's Excel Watershed Assessment and Protection Plan Data Submittal Form will be completed and submitted to the City. The task also includes providing quarterly updates of the sampling progress along with results. The annual certification and report will be submitted to EPD by June 30th of each year.



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



EOM Operations
Your solution to a better tomorrow

CLARIFICATIONS

Additional efforts, including fees and services outside the Scope of Work detailed herein, will be coordinated directly with the Client prior to proceeding. Additional fees can be billed hourly with a fee not to exceed (NTE) or by a negotiated lump sum prior to beginning work.

ESTIMATE

Flat Rate / Annual Price Basis

TOTAL:

\$31,200.00

Thank you for the opportunity. We look forward to working with the great city of Port Wentworth

Carter S. Hurd
Chief Executive Officer
EOM Operations

Attachment: WPP- EOM Operation (2719 : Watershed Protection Plan (WPP))



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/25/22 07:00 PM
Department: All
Category: Contract
Prepared By: Zahnay Smoak
Department Head: Lance Moore

AGENDA ITEM (ID # 2720)

DOC ID: 2720

Tetra Tech Contract Extension

Issue/Item: Extension of Tetra Tech contract

Background: This First Contract Renewal to the Contract for Disaster Debris Monitoring Services ("Contract Renewal") is by and between the City of Port Wentworth, Georgia ("City") and Tetra Tech, Inc. ("Contractor").

Facts and Findings: The City has entered into a Contract for Disaster Debris Monitoring Services ("Contract") with Contractor for a period of five (5) years, beginning on September 8, 2017, through September 7, 2022.

Recommendation: Approve

ATTACHMENTS:

- Port Wentworth City of GA_MSA_Amendment 1_First Renewal v2A (DOCX)
- 1. Port Wentworth, City of, GA_MSA (TT Signed)[17][64] (PDF)
- Rate Adjustment 2022_Attachment A_Rate Adjustment_Port Wentworth City of GA[91] (PDF)
- Rate Adjustment 2022_Attachment B_CPI-U Original Data Value[54] (PDF)
- Rate Adjustment 2022_Port Wentworth City of GA_Request for Contract Renewal and Rate Change[43] (PDF)

**CITY OF PORT WENTWORTH, GEORGIA
Disaster Debris Monitoring Services
Contract No. 05-2017**

FIRST CONTRACT RENEWAL

This First Contract Renewal to the Contract for Disaster Debris Monitoring Services ("Contract Renewal") is by and between the City of Port Wentworth, Georgia ("City") and Tetra Tech, Inc. ("Contractor").

Recitals

WHEREAS, the City has entered into a Contract for Disaster Debris Monitoring Services ("Contract") with Contractor for a period of five (5) years, beginning on September 8, 2017, through September 7, 2022, with the option to renew the contract annually by mutual written agreement of the parties;

WHEREAS, the City and Contractor would like to exercise the first renewal option for one additional year; and

NOW THEREFORE, the parties hereby agree as follows:

1. Contract Term. The Contract is renewed from September 8, 2022, through September 7, 2023. The hourly labor rates shall include a 9.2% CPI Price Adjustment for this contract renewal. The updated rate schedule is attached hereto as Exhibit B1.

2. City Contact Information. The following contact information is updated as follows:

Previous Contact Information

Physical Address:

305 South Coastal Highway, Port Wentworth, GA 31407

Invoicing Address:

305 South Coastal Highway, Port Wentworth, GA 31407

Project Contract:

Lance Moore, Chief of Fire Operations

912-210-7707 | lmoore@cityofportwentworth.com

Payment Contact:

Hadassa Villafana, Accounts Payable

912-964-4379 | hvillafana@cityofportwentworth.com

Updated Contact Information

Physical Address:

7224 GA Highway 21, Port Wentworth, Georgia 31407

Invoicing Address:

7224 GA Highway 21, Port Wentworth, Georgia 31407

Project Contract:

Lance Moore, Chief of Fire Operations

912-210-7707 | lmoore@cityofportwentworth.com

Payment Contact:

Ashley Lanier

912-964-4379 | alanier@cityofportwentworth.com

3. Modifications. This Contract Renewal and the Contract, take together, constitute the final agreement between the City and Contractor. Any modification of or additions to the terms of this Contract Renewal or Contract must be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract Renewal on the date above written.

Tetra Tech, Inc.

City of Port Wentworth, Georgia

By: Jonathan Burgiel

Title: Business Unit President

Date: _____

By: _____

Title: _____

Date: _____

Attachment: Port Wentworth City of GA_MSA_Amendment 1_First Renewal v2A (2720 : Tetra Tech Contract Extension)

EXHIBIT B1
UPDATED RATE SCHEDULE

Positions	Hourly Rate	Hourly Rate w/ 9.2% CPI
	09/08/2017 - 09/07/2022	09/08/2022 - 09/07/2023
Project Manager	\$74.00	\$80.81
Operations Manager	\$62.00	\$67.70
Data Manager	\$55.00	\$60.06
GIS Analyst	\$55.00	\$60.06
Field Supervisor	\$45.00	\$49.14
Debris Site/Tower Monitor	\$34.00	\$37.13
Collection Monitor	\$34.00	\$37.13
Data Entry Clerk/Clerical	\$32.00	\$34.94
Billing Invoice Analyst	\$49.00	\$53.51

Attachment: Port Wentworth City of GA_MSA_Amendment 1_First Renewal v2A (2720 : Tetra Tech Contract Extension)



TETRA TECH, INC. MASTER SERVICES AGREEMENT (MSA)

CONTRACT NO.:	<u>05-2017</u>	EFFECTIVE DATE:	<u></u>
PROJECT:	<u>Disaster Debris Monitoring Services</u>	TETRA TECH, INC. EIN:	<u>95-4148514</u>
CLIENT:	<u>CITY OF PORT WENTWORTH, GEORGIA</u>		
PHYSICAL ADDRESS:	<u>305 South Coastal Highway, Port Wentworth, GA 31407</u>		
INVOICING ADDRESS:	<u>305 South Coastal Highway, Port Wentworth, GA 31407</u>		
PROJECT CONTACT:	<u>Lance Moore, Chief of Fire Operations</u>	TEL:	<u>912-210-7707</u> EMAIL: <u>lmoore@cityofportwentworth.com</u>
PAYMENT CONTACT:	<u>Hadassa Villafana, Accounts Payable</u>	TEL:	<u>912-964-4379</u> EMAIL: <u>hvillafana@cityofportwentworth.com</u>
CONSULTANT:	<u>TETRA TECH, INC.</u>		
ADDRESS:	<u>2301 Lucien Way, Suite 120</u>		
	<u>Maitland, FL 32751</u>		
TECHNICAL CONTACT:	<u>Ralph Natale, Director of Post Disaster Programs</u>	TEL:	<u>407-580-8184</u> EMAIL: <u>ralph.natale@tetrattech.com</u>
CONTRACTUAL CONTACT:	<u>Betty Kamara, Contracts Administrator</u>	TEL:	<u>407-803-2551</u> EMAIL: <u>betty.kamara@tetrattech.com</u>
PAYMENT ADDRESS:	<u>Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642</u>		
PROJECT DESCRIPTION:	<u>To provide Disaster Debris Monitoring and Management Consulting Services on an as needed basis.</u>		

TERMS AND CONDITIONS

1. DEFINITIONS AND CONTRACT FORMATION.

- (a) "**Client**" shall mean the person or entity identified in the Tetra Tech, Inc. "TT" Proposal for whom Services are to be performed.
- (b) "**TT**" shall mean Tetra Tech, Inc.
- (c) "**Task Order**" shall mean the client order/work order/purchase order, request, authorization or other notification, and additions or modifications thereto whereby Client indicates its desire that TT furnish Services.
- (d) "**TT Proposal**" shall mean these terms and conditions and the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein TT offers to furnish Services.
- (e) "**Services**" shall mean the Services of TT personnel described in the TT Proposal or Client Order and any other Services as may be added to, or performed in connection with, the Contract provided, however, that TT shall have no responsibility as a generator, operator, transporter, disposer or arranger of the transportation and/or disposal of Hazardous Substances as defined in Article 8 below.
- (f) "**Contract**" shall mean these Terms and Conditions and the TT Proposal, and shall include Exhibits A, A-1, A-2, B, C, D1, and D-2 which are attached hereto and expressly incorporated herein by reference as if fully set forth verbatim. Upon execution by Client or commencement of Services at Client's request, these Terms and Conditions shall constitute a binding Contract and govern exclusively any Services provided.



TETRA TECH, INC. MASTER SERVICES AGREEMENT (MSA)

2. INTRODUCTION.

Client and TT agree TT will provide professional services related to disaster debris monitoring and management consulting services as described in each of the above described Exhibits which again are expressly incorporated herein by reference. Task orders shall be issued for specific deliverables under this Agreement and shall include a detailed scope, project timeline, and estimated project cost for completion. Prior to commencing work, a written notice to proceed must be issued by Client to TT. The professional services shall be provided subject to the Terms and Conditions which follow.

3. CONTRACT TERM.

This Agreement shall remain in effect until the first of the following shall occur:

- a. Written notice by either party of termination of this Agreement.
- b. Expiration of five (5) years from the effective date of this Agreement, except that it may be extended annually by mutual written agreement of the parties.

4. COMPENSATION.

The fee for services under this Agreement shall either be on a Firm Fixed Price basis or Time and Materials basis where the actual hours of services furnished multiplied by TT's Billing Labor Rates as set forth in Exhibit B, plus special expenses, to include but not limited to boat rental and marine expenses. TT shall submit invoices for services rendered in accordance with the specific invoicing terms of each Task Order.

Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify TT of any invoice discrepancies. TT and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of two percent (2%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of TT's invoices be contingent on reimbursement of Client by any third party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement. If Client fails to make any payment to Contractor as required hereunder, Contractor shall have the right exercisable in TT's sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder and/or initiate collections proceedings without incurring any liability or waiving any rights established hereunder or by law.

Payment shall be made to the following address: Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642.

5. **CONFIDENTIALITY, ACCESS TO SITE, USE OF FACILITIES AND INFORMATION.** Client shall provide TT with access to facilities and information conducive to the efficient and accurate provision of Services, including such maps, drawings, records, and site access as are needed for the proper conduct of the Services, and shall indicate the reliability of all information provided. TT will maintain in confidence and return to Client any information designated by Client as confidential. If site visits are included in the Scope of Services, but not field construction or remediation, TT shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work) and if applicable to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by TT as part of Services during construction under Agreement shall not make TT responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make TT responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

6. INSURANCE.

- (a) During the course of performance of the Services, TT will maintain the following insurance coverages:

<u>TYPE OF COVERAGE</u>	<u>AMOUNT OF COVERAGE</u>
Workers' Compensation/Employers Liability	Statutory/\$1,000,000
Commercial General Liability/Excess Liability	\$1,000,000/\$2,000,000
Professional Liability/Contractors Pollution Liability	\$1,000,000
Automobile Public Liability and Property Damage, including coverage for all hired or non-owned automotive equipment used in connection with the insured's operations.	\$1,000,000

- (b) Before beginning any work, TT shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.



TETRA TECH, INC. MASTER SERVICES AGREEMENT (MSA)

7. **INDEMNIFICATION.** TT shall indemnify and save harmless Client from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of TT, provided, however, that "Hazardous Substance Claims" as defined in Article 8, below, shall be governed by that Article.
8. **WARRANTY OF SERVICES.** TT warrants that TT and its employees shall, in performing Services hereunder, exercise the degree of skill, care and diligence consistent with customarily accepted good practices and procedures at the time and location and for the type of Services performed. Should TT fail to perform to those standards, it shall (a) without cost to Client, reperform and correct any substandard Services; and (b) reimburse Client for Client's direct damages or otherwise correct faulty construction, to the extent resulting from such substandard Services. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although TT may perform to the above standards, the Client's goals or desires may nevertheless not be realized. TT makes no other warranties, express or implied, with respect to its performance under this Contract. TT's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in Article 9 below.
9. **HAZARDOUS SUBSTANCE CLAIMS.** (a) In the event that TT's negligence is found, by final judicial determination, to have caused a Hazardous Substance Claim as defined below, TT shall reimburse Client for its costs and liabilities incurred under this Article 8, to the extent caused by TT, in an amount not to exceed that specified in Article 9 below; and (b) "Hazardous Substance Claim" shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation, PCB's, petroleum, hydrocarbons, asbestos, mixed, radioactive or nuclear wastes and any other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances").
10. **TT LIABILITY.** TT's total aggregate liability in connection with or arising out of the Contract or Services, including without limitation any under Articles 6, 7 and 8 above, shall in no event exceed the total amount of compensation paid to TT hereunder.
11. **CONSEQUENTIAL DAMAGES AND OTHER LIABILITIES.** TT and its employees shall in no event be liable for any special, indirect or consequential damages, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of TT and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth above and under Articles 7, 7, 8 and 13, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of TT is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to TT herein.
12. **SITE CONTRACTORS.** For the benefit of Client and TT, Client agrees that it will cause provisions acceptable to TT governing insurance and indemnity to be inserted in each of Client's agreements for remediation or other construction or site services or work related to the Services.
13. **DELAYS.** Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations is prevented or delayed by any cause which is beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof, and an equitable adjustment shall be made to TT's compensation.
14. **THIRD PARTY INTERESTS.** This Contract and the Services and Work Product produced hereunder are solely for the benefit of Client and are not intended to be for the benefit, or to be construed as creating rights in favor, of any third party. If Client is not the ultimate beneficiary of the Services or TT's work product is used in such a way as to create or induce any reliance by any third party, Client represents and warrants (i) that it shall bind its clients and/or such third parties to limitations on and protections against liability "protective provisions" commensurate with those afforded TT hereunder and that such protective provisions will, in fact, inure to the benefit of TT, and/or (ii) that Client has the power to act on behalf of its clients and/or such third parties and does hereby bind such parties to these protective provisions.
15. **CHANGES AND TERMINATION.** This Contract shall not be modified except by written agreement signed by both parties. Client shall have the right to make changes within the general scope of Services upon execution of a mutually accepted change order. Client shall also have the right to terminate this Contract prior to completion of the Services, after reasonable notice to TT in writing, in which event Client shall pay TT all amounts due TT hereunder up to the effective date of termination, plus TT's reasonable costs incurred after such date in terminating the Services. In the event that Client alleges breach on behalf of TT, Client shall afford TT in 30 days written notice to submit a reasonably acceptable plan to cure any alleged deficiency prior to termination. Recognizing that termination prior to completion may involve risks and exposures both as to cost of work and third party claims, Client shall in such event indemnify, protect and defend TT from claims arising out of any incomplete aspect of the Services. Both parties have the right to terminate this Contract for convenience with thirty (30) day notice to the other party.
16. **GOVERNING LAW, PRECEDENCE AND DIVISIBILITY.** Unless specified otherwise in Client orders, this Agreement shall be governed by the laws of the State of Georgia excluding choice of law rules, which direct application of the laws of another jurisdiction. The provisions of the TT Proposal and these Terms and Conditions shall govern exclusively any Services furnished by TT and shall prevail over and render void any inconsistent or conflicting provision of the Client Order. If any term, condition, provision or portion of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other

Attachment: 1. Port Wentworth, City of, GA_MSA (TT Signed)[17][64] (2720 : Tetra Tech Contract Extension)



TETRA TECH, INC.
MASTER SERVICES AGREEMENT (MSA)

provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Contract to the maximum extent allowed by law.

- 17. ENTIRE AGREEMENT.** This Contract contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are superseded by this Contract.

TETRA TECH, INC. – Accepted by:

CONTRACT NO. 05-2017 FOR DISASTER
 DEBRIS MONITORING SERVICES

 CONTRACT OR PROJECT NAME

JONATHAN BURGIEL

 BY TT (PRINT NAME)

VICE PRESIDENT/OPERATIONS MANAGER

 TITLE

 August 21, 2017

 SIGNATURE /DATE

CLIENT -- Accepted by:

CITY OF PORT WENTWORTH, GEORGIA

 CLIENT

 BY (PRINT NAME)

 TITLE

 SIGNATURE /DATE

Attachment: 1. Port Wentworth, City of, GA_MSA (TT Signed)[17][64] (2720 : Tetra Tech Contract Extension)

TETRA TECH, INC.
UPDATED RATE SCHEDULE
City of Port Wentworth, Georgia
Professional Services for Monitoring of Debris
Removal and Related Services
RFP No. 05-2017

Positions	09/08/2017 - 09/08/2022		CPI	CPI	Hourly Rate w/ 9.2% CPI	
	Hourly Rate		9.2% Increase	\$ Increase	09/09/2022 - 09/08/2023	
Project Manager	\$	74.00	9.2%	\$ 6.81	\$	80.81
Operations Manager	\$	62.00	9.2%	\$ 5.70	\$	67.70
Data Manager	\$	55.00	9.2%	\$ 5.06	\$	60.06
GIS Analyst	\$	55.00	9.2%	\$ 5.06	\$	60.06
Field Supervisor	\$	45.00	9.2%	\$ 4.14	\$	49.14
Debris Site/Tower Monitor	\$	34.00	9.2%	\$ 3.13	\$	37.13
Collection Monitor	\$	34.00	9.2%	\$ 3.13	\$	37.13
Data Entry Clerk/Clerical	\$	32.00	9.2%	\$ 2.94	\$	34.94
Billing Invoice Analyst	\$	49.00	9.2%	\$ 4.51	\$	53.51

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0300SA0,CUUS0300SA0
Not Seasonally Adjusted
Series Title: All items in South urban, all urban consumers, not
Area: South
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	248.639	247.288	249.990
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263	261.259	256.498	266.020
2022	271.634	274.688	278.598	279.879	283.307										

CPI for May 2021: 259.343

CPI for May 2022: 283.307

Increase Calculation: 283.307 (May 2022) - 259.343 (May 2021) = 23.964
 23.964 / 259.343 (May 2021) = **9.2% increase**



July 12, 2022

Sent via email to lmoore@cityofportwentworth.com

Lance Moore, Chief of Fire Operations
 City of Port Wentworth
 7224 GA Highway 21
 Port Wentworth, GA 31407

RE: RFP No. 05-2017
 Professional Services for Monitoring of Debris Removal and Related Services
 Request for Contract Renewal and Rate Change

Dear Lance Moore,

The City of Port Wentworth, Georgia (City) entered into a contract for Professional Debris Monitoring Services for Disasters with Tetra Tech, Inc. (Tetra Tech) for a period beginning on September 8, 2017 through September 8, 2022 with the option to renew the contract term annually by mutual written agreement of parties. Tetra Tech is requesting the City to exercise the first renewal option from September 9, 2022 to September 8, 2023 with an adjustment to the hourly rates based on the CPI-U Base Price Adjustment Calculation below:

<u>CPI for May 2021:</u>	259.343
<u>CPI for May 2022:</u>	283.307
<u>Increase Calculation:</u>	283.307 (May 2022) – 259.343 (May 2021) = 23.964
	23.964 / 259.343 (May 2021) = 9.2% increase

As such, Tetra Tech requests the City to consider increasing Tetra Tech's hourly rates by 9.2%. Please find enclosed the updated hourly rates for review and approval which includes the 9.2% increase (Attachment A) and a detailed calculation breakdown as well as the CPI-U Original Data Value for May 2021 to May 2022 (Attachment B).

Please contact me directly at TDR.Contracts@tetrattech.com should you have any questions or need additional information.

Sincerely,

Marina Armanious
 Contracts Coordinator

Tetra Tech, Inc.

2301 Lucien Way, Suite 120, Maitland, FL 32751

Tel (321) 441-8511 Cell (407) 448-8232 Fax (321) 441-8501 | tetrattech.com