



CITY OF PORT WENTWORTH

CITY COUNCIL

OCTOBER 27, 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**
 - A. Planning and Zoning Board Appointments
8. **ADOPTION OF MINUTES**
 - A. Regular Council Meeting Minutes - September 22, 2022
9. **COMMUNICATIONS & PETITIONS**
 - A. Comprehensive Plan Review – Horizon Planners
 - B. Clearwater Solutions Update
10. **COMMITTEE REPORTS**
11. **CONSENT AGENDA**
 - A. Resolution Retired Educators
 - B. Garden City Automatic Aid
12. **UNFINISHED BUSINESS**
13. **NEW BUSINESS**
 - A. Donation of Houlihan Bridge Boat Ramp
 - B. Real Estate Sale
 - C. RFP 22-0921 Sanitation

- D. Site Plan Review Application submitted by Felipe Toledo, P.E., Thomas & Hutton of behalf of LRE Crossgate North, LLC., for PIN # 7-0035-01-007 (Northeast corner of Crossgate Rd & Jimmy Deloach Parkway) for a Specific Development Site Plan to allow a warehouse development (NFI Crossgate Industrial Park) in a P-I-1 (Planned Industrial) Zoning District
- E. Ethics Ordinance-1st Reading
 - Public Hearing
 - Action
- F. Zoning Map Amendment Application submitted by David Smith, Kimley-Horn, on behalf of Joseph H. Honerlein, for PIN # 70976 01012B (640 Highway 30) to Rezone from RA (Residential Agriculture) to P-C-3 (Planned General Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's kitchen) 1st Reading
 - Public Hearing
 - Action

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS**15. EXECUTIVE SESSION**

- A. Personnel
- B. Litigation
- C. Real Estate

16. ADJOURNMENT



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 10/27/22 07:00 PM
Department: All
Category: Appointment
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2754)

DOC ID: 2754

Planning and Zoning Board Appointments

Issue/Item: Professional meetings and presentations are essential for the planning process. The P/Z Board needs to review plans for the necessary requirements and ask questions of presenters about standards that are best for the community.

Background: The City Council passed a new Planning and Zoning Board ordinance at the last regular meeting. The new ordinance calls for five Board seats for citizen and business members to the Board, in addition to professional staff. At the last Council meeting, Council approved two Board seats, leaving three open seats. Since being appointed, one of the board members began their new Board tenure by refusing to vote and questioning the legitimacy of the Board itself, as well as directly questioning the Council's authority and actions. This member did not seek advice or clarity from any staff members, the City Attorney, any other Board members, nor any city council members prior to making inaccurate public comments and accusations. Although such comments by his member could have devolved the meeting, the remainder of the new Board persevered and conducted the business before the Board in a professional and orderly manner.

Facts and Findings: Names being considered:

Christopher Gray - Resident
Nishant Randerwala - Resident
Trevor Ferguson - Resident
Avril Roy-Smith - Resident
Charlene Middleton - Resident
Vicki Waters - Business Owner
Sean Register - Business Owner

Funding: N/A

Recommendation: Fill the 5 resident and business member seats on the Board, to wit:

- 1) Remove one current Board member, and
- 2) Appoint 4 new Board members.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2749)

Meeting: 10/27/22 07:00 PM
Department: Fire Department
Category: Contract
Prepared By: Lance Moore
Department Head: Lance Moore

11.B

DOC ID: 2749

Garden City Automatic Aid

Issue/Item: Automatic Mutual Aid Agreement with Garden City Fire Rescue Department.

Background: A resolution authorizing the City of Port Wentworth Fire Rescue Department to enter an agreement and memorandum of understanding with the Garden City Fire Rescue Department for automatic aid protocols for structure fire responses.

Facts and Findings: A system of automatic mutual response protocols has been proven to be a "best-practice" regional approach to the delivery of emergency services in that it makes the best use of the capabilities of multiple emergency service departments and strengthens emergency service delivery for the customers of the participating departments.

Funding: N/A

Recommendation: Approval to enter agreement



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 10/27/22 07:00 PM
Department: All
Category: Resolution
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.A

AGENDA ITEM (ID # 2751)

DOC ID: 2751

Donation of Houlihan Bridge Boat Ramp

Issue/Item: International Paper is seeking to donate the Boat Ramp at Houlihan Bridge to the City.

Background: The Houlihan Bridge Boat Ramp has been available for the public use for many years. International Paper has been a good neighbor and steward of the land, allowing such public use. The company now seeks to donate the land to the City for continued use as a boat ramp and associated space.

Facts and Findings: The City and City's residents use and enjoy the Boat Ramp. This would be for a continued public use.

Recommendation: Approve the Donation Agreement, and instruct staff to complete due diligence to finalize the donation.

ATTACHMENTS:

- **DONATION AGREEMENT**
- **RESOLUTION**

ATTACHMENTS:

- Boat Ramp Donation - Resolution
- Boat Ramp Donation Agreement - Legal Edits (DOCX)

DONATION AGREEMENT

Approximately 2.9 acres in Port Wentworth, Georgia

THIS DONATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between **INTERNATIONAL PAPER COMPANY**, a New York corporation ("Donor"), having an address at 6400 Poplar Avenue, Memphis, Tennessee 38197, and the **CITY OF PORT WENTWORTH**, a Georgia municipality ("Donee"), having an address at 7224 GA Highway 21, Port Wentworth, Georgia 31407. Donor and Donee are sometimes referred to herein individually as a "Party" and collectively, as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Donation of Property.

A. Donation of Real Property.

Donor agrees to donate and Donee agrees to accept from Donor all of the real property (the "Property") consisting of approximately 2.9 acres of land (including the existing improvements) located in the City of Port Wentworth, County of Chatham, and State of Georgia, being all or a portion of Parcel Number 1081501002, and being described/depicted on **Exhibit "A"** attached hereto and made a part hereof, together with Donor's interest in and to any and all improvements, rights, privileges, and easements appurtenant thereto. There is no personal property to be included in this donation.

Conditions precedent to completion of the donation:

Donee agrees to allow Donor, its employees, representatives and contractors to access the Property to the extent necessary for Donor to comply with any applicable laws or government orders. This right of access shall include the right to inspect and monitor the Property and to collect physical samples and use any data during such tests that Donor deems appropriate. Donor shall coordinate any such tests in a manner that does not unreasonably interfere with Donee's use and enjoyment of the Property. The right of access ("Donor's Reserved Access") shall survive Closing (as defined herein).

Donor reserves the right to apply as natural resource damages credit ("NRD"), the ecological, cultural and recreational services value of the Property in connection with a settlement or other resolution of any claim of natural resource damages made by the State of Georgia as natural resource Trustee using any authority provided under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq., and the Federal Water Pollution Control Act (Clean Water Act) ("CWA"), 33 U.S.C. §§ 1251-1376, or the Georgia Hazardous Waste Management Act. The ecological, recreational or cultural services value of the Property at the time of Closing shall be eligible as

part of compensation for natural resource damages alleged or established by the State of Georgia, alone or as part of a Trustee Council that may include Federal and/or Tribal Trustees, under CERCLA, the CWA, or CECRA anywhere in the City of Port Wentworth at any future time, up to the fair market value of Property at the time of Closing. Upon the Parties jointly identifying the necessity of compensation for injury to ecological, cultural, or recreational services occurring, the Parties shall in good faith meet to discuss the NRD credit value of the Property, and such credit value shall be determined at the time of settlement; in the event of a cash settlement of such damages, the credit value shall be up to the fair market value of Property at the time of Closing, and such credit value shall be determined at the time of Closing. This provision shall survive Closing.

The Property shall be donated to Donee subject to the following matters of title (collectively, the "Permitted Exceptions"):

- (a) Rights, if any, relating to the construction and maintenance, in connection with any public utility, of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (b) The current year's taxes, assessments, water rates and other governmental charges of any kind or nature imposed on or levied against or on account of the Property, with adjustments to be made at Closing;
- (c) Restrictions on Donee's ability to build upon or use the Property for residential purposes imposed by any current or future building or zoning ordinances or any other law or regulation of any governmental authority;
- (d) Any state of facts revealed by a survey, including, but not limited to the location of boundary lines, improvements and encroachments, if any;
- (e) All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record;
- (f) All claims of governmental authorities in and to any portion of the Property lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to any claims of riparian rights;
- (g) Any and all restrictions on use of the Property due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders;
- (h) All railroad side track agreements;
- (i) All previous reservations, exceptions and conveyances of oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights;

(j) Mechanics', materialmen's, warehousemen's and similar liens attaching by operation of law, incurred in the ordinary course of business and securing payments not yet delinquent or payments that are being contested in good faith; provided that Donor shall remain responsible for such payments to the extent such liens were the result of work performed by or at Donor's request, and this subsection 2(j) shall survive Closing;

(k) Deed Use Restrictions specifying that "No residential construction or use of the Property for residential purposes by any current or future building or zoning ordinances or any other law or regulation of any governmental authority is allowed."

(l) Donor's Reserved Access;

(m) All other standard title exceptions in the State of Georgia; and

(n) Such other matters disclosed on the Title Commitment (as defined herein) to which Donee either does not object or agrees to accept.

2. Costs and Preparation.

A. If the parties elect to utilize the services of an escrow agent, then the following shall be apportioned between Donor and Donee on and as of the Closing: (i) real estate taxes, personal property taxes, school taxes and other similar taxes due and payable in the year of closing, and prorated to date of possession; (ii) assessments for the current year; and (iii) municipal water charges, if any. If Closing shall occur before the tax rate is fixed for the current year, taxes shall be apportioned on the basis of the tax rate for the preceding tax year applied to the latest assessed valuation.

B. Donee shall be responsible for all taxes from and after Closing imposed upon or levied against or on account of the Property by any governmental authority, if any.

C. Donor shall be responsible for all taxes prior to Closing imposed upon or levied against or on account of the Property by any governmental authority, subject to proration pursuant to Article 2.A.

D. Donee and Donor shall each pay for its own legal fees and disbursements.

E. Donee shall pay any recording charges relating to this transaction, title search, title insurance, inspection, and any other due diligence costs.

F. Donee shall pay any and all State, City and County real estate and personal property transfer taxes due in connection with this transaction.

G. Donee shall pay any and all escrow and/or Closing fees due in connection herewith.

To further clarify, Donee shall be responsible for any and all fees charged in connection with the Closing or conveyance of the Property, such that Donor's only out of pocket expenses will be those prorations contemplated in Article 2.A and any legal expenses contemplated in Article 2.D. The obligations set forth in this Article shall survive Closing.

3. Representations.

A. Representations by Donor.

(i) Authority. Donor is a corporation duly formed and validly existing and in good standing under the laws of the State of New York and in good standing under the laws of the State of Georgia. The performance of this Agreement does not violate any law or provision of any agreement or judicial order to which Donor is a Party or to which Donor is subject. The execution of this Agreement and the performance of Donor's obligations hereunder have been duly authorized.

(ii) Foreign Person. Donor is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

B. Representations by Donee.

(i) Authority. Donee is a Georgia municipality. The performance of this Agreement does not violate any law or provision of any agreement or judicial order to which Donee is a Party or to which Donee is subject. The execution of this Agreement and the performance of Donee's obligations hereunder have been duly authorized.

(ii) Acceptance of Charitable Contributions. Acceptance of Charitable Contributions. To the best of Donee actual knowledge with no duty of inquiry, there is no reason why the donation contemplated herein by Donor would not qualify for a deduction.

C. No Further Representations or Warranties.

(i) Except as is herein specifically set forth in this Agreement, Donor has not made, does not make and has not authorized anyone else to make, any representations as to: (i) the existence or non-existence of access to or from the Property or any portion thereof; (ii) the availability of water, sewer, electrical, gas or other utility services; (iii) the number of acres in the Property; (iv) the present or future physical condition or suitability of the Property for any purpose; (v) the location of the Property or any portion thereof within any flood plain, flood prone area, or watershed, or the designation of any portion hereof as wetlands; or (vi) any other matter or thing affecting or relating to the Property or this Agreement.

(ii) Except as specifically set forth in this Agreement, Donor hereby expressly disclaims all warranties relating to the Property, either express or implied, including but not limited to merchantability, fitness for a particular purpose and suitability for Donee's intended use. Donee acknowledges and agrees that Donee shall be solely responsible for obtaining all

permits and licenses, if any, required by Donee to carry on its intended operations at the Property.

(iii) Except as specifically set forth in this Agreement, Donee expressly acknowledges that: (a) no representations, warranties or promises have been made by or on behalf of Donor including but not limited to (1) the quality, physical condition or value of the Property; (2) the presence or absence of conditions on or about the Property that could give rise to a claim for personal injury, property or natural resource damages; or (3) the presence of hazardous or toxic substances, materials of wastes, contaminants or pollutants on, under or about the Property; (b) in entering into this Agreement, Donee has not relied and does not rely on any representations, warranties or promises other than those set forth in this Agreement; and (c) Donee shall cause an inspection of the Property to be conducted and Donee shall be thoroughly familiar with the Property and fully satisfied therewith as of the date of Closing. Donee shall take the Property in its "as-is" "where-is" condition on the Closing, except as otherwise provided in this Agreement. From and after the Closing, Donee shall forever release and covenants not to sue Donor from any and all manner of action or actions, causes or causes of action, suits, damages, claims, costs, expenses or any other manner of liability Donee has, had, or hereafter may have upon or by reason of or in any manner resulting from Donor's donation of the Property or improvements and fixtures thereon to Donee or any condition or fact or circumstances existing on or about the Property prior to Closing, including but not limited to any fact or circumstances relating to environmental condition or historic use of the Property. The provisions of this section shall survive Closing.

4. Title Matters; Survey; Environmental; Closing.

A. Title Matters.

- (i) During the Due Diligence Period, Donee may obtain a title search and/or a title commitment to insure title to the Property (the "Title Commitment"). If Donee elects to obtain a title search and/or title commitment, Donee shall deliver to Donor within five (5) business days thereof, a copy of the Title Commitment, together with copies of any exception documents. Within the Due Diligence Period (as defined herein), Donee shall deliver to Donor any written objections to matters reflected in the Title Commitment ("Donee's Title Objections"), other than Permitted Exceptions. If Donor does not receive notice of Donee's Title Objections within such period, then Donee shall be deemed to have waived its right to object and shall accept such title as Donor is able to convey.
- (ii) If Donor is unable to remedy such title defects by the Closing Date, Donor shall have an additional thirty (30) days to do so; provided, however, Donor shall not be required to take any action for the purpose of removing such defects. Upon removal of such defects, Donor shall reschedule the Closing Date upon five (5) business days' written notice to Donee.

- (iii) If Donor is unable or unwilling to, remedy such title defects, then Donee may, as its sole and exclusive remedy: (i) terminate this Agreement; or (ii) proceed to Closing and accept such title as Donor is able to convey and without any other liability on the part of Donor (and any title defects will be deemed Permitted Exceptions).
- (iv) All title charges and expenses shall be at Donee's sole cost and expense.

B. Environmental Factors.

- (i) Donee has been expressly advised by Donor to conduct an independent investigation and inspection of the Property, subject to the restrictions listed below, utilizing experts as Donee deems necessary, and Donee agrees that it shall rely only upon Donee's own investigations and inquiries with respect to all potential liability and risk, including, without limitation, all liability and risk with respect to the presence of Hazardous Materials (as hereinafter defined) in, on, or around the Property.
- (ii) For purposes of this Agreement the term "Hazardous Materials" shall mean any substance which is or contains: (a) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) or any regulations promulgated under CERCLA; (b) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) or regulations promulgated under RCRA; (c) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (d) gasoline, diesel fuel or other petroleum hydrocarbons; (e) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (f) polychlorinated biphenyls; (g) radon gas; and (h) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under "Environmental Requirements" (as hereinafter defined) or the common law, or any other applicable law related to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property: (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to health or safety of persons on the Property or adjacent property; (C) which, if emanated or migrated from the Property, could constitute a trespass; or (D) could give rise to a claim for damages or injunctive relief resulting from personal injury, property or natural resources damages.

- (iii) For purposes of this Agreement, the term "Environmental Requirements" shall mean any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the State of Georgia, the county, the city, or any other political subdivisions in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).
- (iv) Prior to the Closing Date, Donee may perform, or cause to be performed, at reasonable hours as agreed upon by the Parties at least twenty-four (24) hours in advance, surveys and visual, non-invasive inspections on the Property in connection with Donee's due diligence so long as Donee obtains Donor's prior written consent, with said written consent to come from Holly H. Holt, 6400 Poplar Avenue, Memphis, Tower IV, Tennessee 38197, 901- 419-3972, holly.holt@ipaper.com. Such non-invasive inspections shall preclude the taking of environmental samples, including, but not limited to, soil, surface water or groundwater. Upon the completion of such surveys and inspections, Donee (at its sole cost and expense) shall promptly restore the Property to its former condition and remove all debris and other material there from. The aforesaid consent of Donor shall not be unreasonably withheld, conditioned, or delayed. Donor shall have the right to have a representative available at such inspections and reviews.
- (v) At Donor's request, Donee shall disclose the results of such surveys and inspections, and shall deliver copies of all reports and inspection results, to Donor. Donor and Donee shall treat the results of such surveys and inspections as strictly confidential and the same shall not be disclosed to any third party or governmental entity (provided, however, that such results may be disclosed only to Donor's or Donee's consultants, attorneys and lenders, who shall similarly treat such results as strictly confidential).
- (vi) Donee shall defend, indemnify and hold Donor harmless from and against any and all claims, demands, losses, expenses, damages, costs and liabilities suffered or incurred by Donor as a result of any physical damage to the Property or death or personal injury to any person caused by or attributable to the acts or omissions of Donee, its employees, contractors, representatives or agents arising in connection with inspections, surveys or studies performed by or on behalf of Donee. This indemnity shall survive the Closing or the earlier termination of this

Agreement. Donee agrees that its contractors shall maintain general liability insurance, naming Donor as an additional insured, in an amount not less than \$2,000,000.00 per occurrence.

C. Closing.

The closing of title ("Closing") shall take place by mail or in person within thirty (30) days after the expiration of the Due Diligence Period ("Closing Date"). Except as specifically provided herein, time is of the essence of this Agreement for all purposes.

5. Deliveries at Closing.

A. Deliveries by Donor. At Closing, Donor shall deliver to Donee:

- (i) A quit claim deed (the "Deed") in recordable form, conveying title to the Property to Donee, subject to a Deed Restriction prohibiting residential development on the Property, and to the Permitted Exceptions, if any. Acceptance of the Deed by Donee shall be deemed a full performance and discharge of every agreement and obligation on the part of Donor to be performed pursuant to this Agreement. No agreement, representation or warranty of Donor made in this Agreement shall survive delivery of the deed, except as specifically set forth herein;
- (ii) Appropriate evidence of corporate authority and authorization to enter into and complete the transaction contemplated by this Agreement; and
- (iii) Such other documents reasonably required to consummate the transaction contemplated in this Agreement.

B. Deliveries by Donee. At Closing, Donee shall deliver to Donor:

- (i) Appropriate evidence of Donee's authority and authorization to enter into and complete the transaction contemplated by this Agreement; and
- (ii) Any other documents reasonably required to consummate the transaction contemplated in this Agreement.

6. Due Diligence.

Donee shall have thirty (30) days from the Effective Date (the "Due Diligence Period") to complete all aspects of its due diligence with respect to its examination of the Property. The due diligence may include, but is not limited to, an analysis of the: (i) survey, title, and any other

documents affecting the Property; and (ii) environmental and wetlands conditions of the Property.

In the event Donor receives notice from Donee ("Donee's Notice") no later than 4 p.m. (central time) on the last day of the Due Diligence Period that Donee has determined, based on a material due diligence issue specifically identified and accompanied by evidence of the same to Donor that it does not wish to acquire the Property, then upon receipt of such notice Donor shall have the option (but not the obligation) to cure said due diligence defect. In order to exercise said option Donor must provide written notice to Donee within ten (10) days of receipt of Donee's Notice that it plans to cure the defect within thirty (30) days; if, however the defect is of the nature that it cannot be cured within thirty (30) days, Donor shall have an additional thirty (30) days to reasonably effect said cure so long as Donor begins the process of curing within the initial thirty (30) day period. Failure by Donor to give written notice of its intent to cure within the said ten (10) day period, failure of Donor to effectuate cure within the time periods stated above, or notice by Donor that it shall not cure, all in the case where Donor received adequate and proper Donee's Notice as stated above shall entitle Donee to promptly terminate this Agreement, and upon said termination, the Parties shall have no further obligation to each other in connection herewith, except as otherwise specifically provided herein. Failure of Donor to timely receive such notice shall be deemed a waiver by Donee of its right to terminate hereunder and Donee shall close this transaction in accordance with the terms hereof.

7. Notice.

Any notice given pursuant to this Agreement shall be given in writing and delivered in person, by overnight courier, or by registered or certified mail, postpaid, return receipt requested, addressed as follows:

if to Donor, to:

International Paper Company
Attn: Senior Counsel-Real Estate
6400 Poplar Avenue
Tower IV
Memphis, TN 38197

if to Donee, to:

City of Port Wentworth
Attn: City Manager
7224 GA Highway 21
Port Wentworth, GA 31407

Such notices shall be deemed given at the time of delivery, except in the case of registered or certified mail which shall be deemed delivered the sooner of receipt or five (5) business days after mailing.

8. **Broker.**

The Parties each represent that no broker has been used or employed in connection with the donation of the Property to Donee, this Agreement and the transaction set forth herein. Each Party agrees to indemnify and hold the other Party harmless from and against any claim by any broker concerning this transaction by reason of such Party's breach of its representations or warranties contained in this Article. The provisions of this Article shall survive the termination of this Agreement or Closing.

9. **Risk of Loss.**

Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the date hereof through the Closing Date will be on Donor. In the event of a material loss or damage to the Property, which occurs prior to the Closing, or if any material portion of the Property has been taken by condemnation or eminent domain proceedings (or deed in lieu thereof), Donee may terminate this Agreement by providing written notice to Donor within fifteen (15) days from the date the Donee receives notice of the casualty or condemnation. At Closing, the Donee assumes all hazards of damage to or destruction of the Property or improvements hereafter placed thereon, and of the taking of the Property or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration.

10. **Termination.**

A. If this Agreement is terminated pursuant to its terms, this Agreement shall terminate and come to an end, and neither Party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise except as otherwise provided in this Agreement.

B. In the event Donee materially breaches any obligation as provided hereunder, Donor's sole and exclusive remedy shall be to terminate this Agreement.

C. In the event Donor materially breaches any obligation as provided hereunder, Donee's sole and exclusive remedy shall be to terminate this Agreement.

11. **Assignment**

Donee's rights under this Agreement may not be assigned without the prior written consent of Donor, which may be withheld, conditioned or delayed on Donor's sole discretion.

12. **Recording**

This Agreement (or a memorandum thereof) may not be recorded by Donor or Donee.

13. **Confidentiality**

To the extent allowed by law, each Party agrees to treat all information contained in this Agreement (including the name of the other Party and the transaction contemplated hereby) as strictly confidential and shall not disclose any information about this Agreement or the other Party to anyone not an agent of said Party, and if then only on a "need to know" basis and with the requirement that said agent treat this Agreement and the terms hereof as strictly confidential. Except as required by law, neither Party shall make any marketing or press release regarding this Agreement without the prior written consent of the other Party, which consent may be withheld in said Party's sole and absolute discretion. Notwithstanding anything herein to the contrary, either Party may disclose information regarding this Agreement under proper authority of court.

14. Charitable Donation; Cooperation of Donee.

Donor has advised Donee that Donor may characterize this transaction as a donation to charity for income tax purposes and if Donor so decides, Donee agrees (at no expense to Donee) to reasonably cooperate with Donor and to:

- (i) Execute and deliver to Donor any and all documentation required under Internal Revenue Service Code ("IRC") Section 170(f)(8) and Treasury Regulations section 1.170A-13(f), including, but not limited to, a substantiation letter;
- (ii) Complete, execute and deliver to Donor the Donee acknowledgement contained in IRS Form 8283, Part IV; and
- (iii) Execute and deliver any other documents reasonably required to consummate the donation contemplated in this Agreement.

The provisions of this Article 16 shall survive the Closing in all respects

15. Miscellaneous.

A. Donee acknowledges that this Agreement constitutes an offer by Donee to Donor with respect to the Property and all other matters contemplated herein, and that no action by Donor constitutes acceptance of the offer or this Agreement and this Agreement shall not be binding upon Donor unless and until: (i) the execution and delivery of this Agreement by Donor; and (ii) all corporate approvals to donate the Property to Donee on the terms set forth in this Agreement have been obtained.

B. None of Donor's or Donor's successors' or assigns' officers, directors, shareholders, employees or agents shall be personally or individually liable under this Agreement or any instrument executed or delivered by any one of them pursuant to the terms and conditions of this Agreement, and Donee shall not look to them or any one of them personally or individually for the satisfaction of any claim hereunder or there under. Donor's liability under this Agreement, if any, shall be limited solely to its interest in the Property.

C. None of Donee's or Donee's successors' or assigns' officers, directors, shareholders, employees or agents shall be personally or individually liable under this Agreement or any instrument executed or delivered by any one of them pursuant to the terms and conditions of this Agreement, and Donor shall not look to them or any one of them personally or individually for the satisfaction of any claim hereunder or there under. Donee's liability under this Agreement, if any, shall be limited solely to its interest in the Property.

D. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Donor and Donee have contributed substantially and materially to the preparation of this Agreement.

E. If any date herein set forth for the performance of any obligation by Donor or Donee, or for the delivery of any instrument or notice as herein provided, should be a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next day which is not a Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Georgia or the State of Tennessee for observance thereof.

F. This Agreement shall apply to and bind the heirs, executors, administrators, successors, and permitted assigns of the respective Parties, as permitted by law.

G. This Agreement embodies the entire agreement and understanding of the Parties and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

H. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors or permitted assigns.

I. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

J. In the event of any suits, disputes, controversies, actions (including for injunctive or declaratory relief), arbitration, or litigation (including appeals), relating to, arising out of or based on this transaction, the non-prevailing Party shall reimburse the prevailing Party for all reasonable fees, costs and expenses of the prevailing Party (including but not limited to its attorneys' fees, costs and disbursements).

K. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

L. No delay or failure by either Party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise provided herein.

M. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, without giving effect to choice of laws provisions.

Signatures to follow.

IN WITNESS WHEREOF, this Agreement was executed as the Effective Date set forth herein.

DONOR:

INTERNATIONAL PAPER COMPANY

By: _____

Name: _____

Title: _____

DONEE:

CITY OF PORT WENTWORTH

Attachment: Boat Ramp Donation Agreement - Legal Edits (2751 : Donation of Houlihan Bridge Boat Ramp)

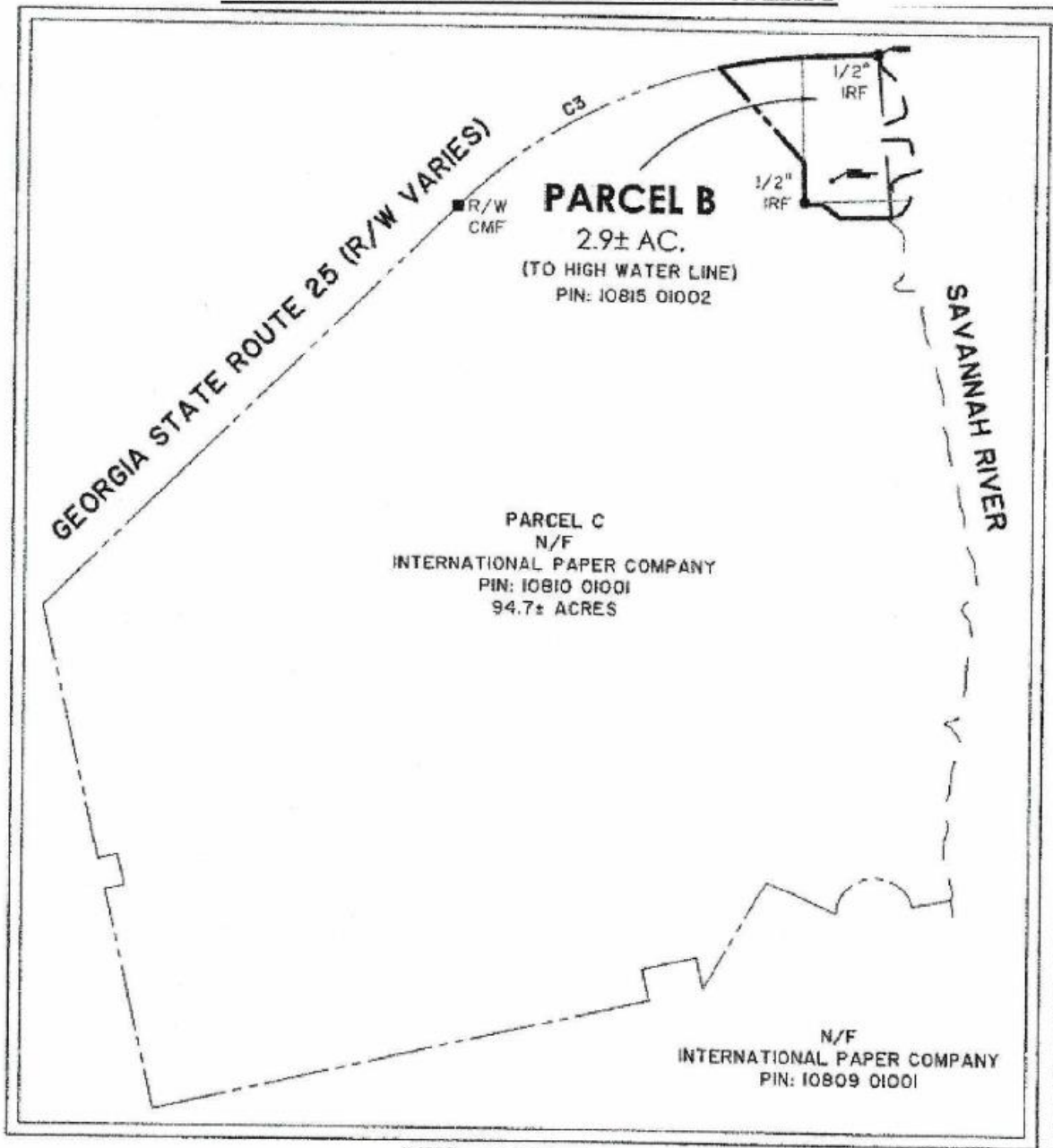
By: _____

Name: _____

Title: _____

EXHIBIT “A”

Attachment: Boat Ramp Donation Agreement - Legal Edits (2751 : Donation of Houlihan Bridge Boat Ramp)

DEPICTION/DESCRIPTION OF THE PROPERTY



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2753)

Meeting: 10/27/22 07:00 PM
Department: All
Category: Resolution
Prepared By: Zahnay Smoak
Department Head: Brian Harvey

DOC ID: 2753

13.B

Real Estate Sale

Issue/Item: 412 Coastal Highway (0.39 acres) surplus city property

Background: The owner of the neighboring property which has both a commercial business and a church is seeking to purchase this lot.

Facts and Findings: The city has no plans for the use of this property.

Funding: They are offering \$30,000.

Recommendation: Approve



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2752)

Meeting: 10/27/22 07:00 PM
Department: All
Category: Contract
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.C

DOC ID: 2752

RFP 22-0921 Sanitation

Issue/Item: The city has decided to bid out its sanitation contract.

Background: The City did full RFP for this project. We held a mandatory pre-bid meeting which was attended by 4 potential vendors. After the pre-bid meeting we allowed time for submission of questions and we fully responded.

Facts and Findings: The bids were sealed and we hosted a bid opening meeting on Oct 17th where all 4 potential vendors were present. All fee proposals were read out as they were opened. We later emailed a summary of the fee proposals to all vendors with a copy of each of their submittals. The bid proposals had 5 graded components; Experience (15%), Innovation(10%), Responsiveness(10%), Quality(35%) and Cost(30%).

Funding: See Fee Summary Page

Recommendation: Approve Atlantic Waste bid (lowest cost and highest score) and give authority to City Manager with City Attorney approval to finalize contract.

ATTACHMENTS:

FEE SUMMARY PAGE

EVALUATION SUMMARY PAGE

ATTACHMENTS:

- RFP 22-0921 Fee Summary Page (PDF)
- RFP 22-0921 Evaluation Summary (PDF)

Fee Schedules

	CSW	Waste Pro	Atlantic Waste	Republic Services
Residential				
Weekly Curbside 1x week	\$ 10.91	\$ 8.72	\$ 9.50	\$ 14.29
Bi-Weekly Curbside Single Stream Recycling	\$ 5.25	\$ 7.03	\$ 6.75	\$ 7.00
Extra Garbage Cart	\$ 7.00	\$ 5.77	\$ 8.00	\$ 7.15
Extra Recycling Cart	\$ 5.00	\$ 5.77	\$ 5.00	\$ 3.50
Weekly Yard Waste Pick	\$ 2.82	\$ 3.86	INCLUDED	\$ 4.00
Total Residential per unit (Line 5+6+9)	\$ 18.98	\$ 19.61	\$ 16.25	\$ 25.29
Commercial				
Weekly Curbside 1x week	\$ 10.91	\$ 8.72	\$ 11.50	\$ 14.29
Bi-Weekly Curbside Single Stream Recycling	\$ 5.25	\$ 7.03	\$ 7.50	\$ 7.00
Extra Garbage Cart	\$ 7.00	\$ 5.77	\$ 12.00	\$ 7.15
Weekly Yard Waste Pick	\$ 5.00	\$ 5.77	\$ 6.50	\$ 3.50
Total Commercial per unit (Line 13+14+16)	\$ 21.16	\$ 21.52	\$ 25.50	\$ 24.79
Commercial Front-Load				
4 yard 1x week	\$ 117.93	\$ 77.94	\$ 55.00	\$ 64.95
4 yard 2x week	\$ 226.65	\$ 155.88	\$ 110.00	\$ 129.90
4 yard 3x week	\$ 335.36	\$ 233.82	\$ 165.00	\$ 194.85
6 yard 1x week	\$ 125.62	\$ 116.91	\$ 85.00	\$ 97.43
6 yard 2x week	\$ 234.34	\$ 233.82	\$ 160.00	\$ 194.85
6 yard 3x week	\$ 343.06	\$ 350.75	\$ 245.00	\$ 292.28
8 yard 1x week	\$ 127.71	\$ 155.88	\$ 108.00	\$ 129.90
8 yard 2x week	\$ 236.42	\$ 311.76	\$ 215.00	\$ 259.80
8 yard 3x week	\$ 345.14	\$ 467.64	\$ 320.00	\$ 389.70
8yard 4x week	\$ 453.86	\$ 623.52	\$ 425.00	\$ 519.60
8 yard 5x week	\$ 562.57	\$ 779.40	\$ 530.00	\$ 649.50
8 yard 6x week	\$ 671.29	\$ 935.28	\$ 635.00	\$ 779.40
8 yard cardboard 1x week	\$ 121.46	\$ 155.88	\$ 65.00	\$ 129.90
8 yard cardboard 2x week	\$ 230.17	\$ 311.76	\$ 120.00	\$ 259.80
8 yard cardboard 3x week	\$ 338.89	\$ 467.64	\$ 180.00	\$ 389.70
20 yard roll-off sludge can--haul	\$ 265.00	\$ 185.00	\$ 200.00	NO CHARGE
20 yard roll-off sludge can--tonnage per ton	\$ 73.00	\$ 81.50	\$ 85.00	NO CHARGE
	\$ 4,907.75	\$ 5,743.95	\$ 3,811.50	\$ 4,599.52

Attachment: RFP 22-0921 Fee Summary Page (2752 : RFP 22-0921 Sanitation)

RFP 22-0921 Sanitation
Evaluations Summary

	CSW	Waste Pro	Atlantic Waste	Republic Services
S. Davis	88	80	92	75
T. Kilmartin	60.5	67	86	76
J. Stewart	88	84	91	85
<hr/>				
Subtotal	236.5	231	269	236
<hr/>				
Final Average	78.83	77	89.67	78.67



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 10/27/22 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2748)

DOC ID: 2748

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

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

Background: The subject property is currently vacant woodland. There are no buildings or structures on the subject property. The general development site plan for this project was approved during the March 8, 2022 City Council Meeting.

Facts and Findings: The proposed project consist of a 332,450 s.f. warehouse and a 96,250 s.f. warehouse with associated parking, utilities, drainage and infrastructure improvements. The entrance will be located off of Crossgate Road. The applicant provided a Traffic Impact Analysis with the general development plan. The site plan has been reviewed by City Engineer's T. R. Long Engineering and a concurrence letter issued. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Industrial Park Character Area.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, October 10, 2022 at 6:30 PM. / **UPDATE: The Planning Commission voted to approve this application with the condition that all comments from the Public Works Director are met.**

ATTACHMENTS:

- NFI Crossgate Ind Pk 7-0035-01-007 S-Site Plan 2022-Site Plan App (PDF)
- NFI Crossgate Ind Pk 7-0035-01-007 S-Site Plan 2022-Adj Prop Owners (PDF)
- NFI Crossgate Ind Pk 7-0035-01-007 S-Site Plan 2022-Timeline (DOCX)
- NFI Crossgate Ind Pk 7-0035-01-007 S-Site Plan 2022-TR Long Concurrence 9.14.22 (PDF)

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

Site Plan Review Application

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

Site Plan Type (Check One): ☐ General / Concept ☒ Specific Development

Site Plan Address: CROSSGATE RD, PORT WENTWORTH, GA 31407

PIN #(s): 7003501007

Zoning: P-I-1 Estimated Cost of Construction: \$

Type of Construction: Two Warehouses (Building A ±106,250 - Building B ±332,450)

Project Name: NFI Crossgate Industrial Park

Applicant's Name: Felipe Toledo, P.E

Mailing Address: 50 Park of Commerce Way, Savannah, GA 31405


Phone #: 912-721-4090 Email: toledo.f@tandh.com

Owner's Name (If Different form Applicant): LRE Crossgate North LLC (c/o Brian Werrell)

Mailing Address: Triad1828 Centre, 2 Copper Street, Camden, NJ, 08102

Phone #: Brian Werrell Email: Brian.werrell@nfiindustries.com

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


 Applicant's Signature Felipe Toledo

3/11/2022
 Date


Brian Werrell, Development Manager
 Owner's Signature (If Different form Applicant)

3/11/2022
 Date

Please see page 2 for required submittal checklist

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

Site Plan Review Application Submittal Checklist

Documentation below is required for a complete submittal.

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

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

I have read and agree to the above additional fee statement

Applicant's Signature

Felipe Toledo

Date

9/28/2022

Owner Name	Parcel Number	Property Address	Owner Address	County	State
LRE CROSSGATE SOUTH LLC	7003301004	CROSSGATE RD, PORT WENTWORTH, GA 31407	CROSSGATE RD, PORT WENTWORTH, GA 31407	Chatham	GA
GEORGIA POWER COMPANY	7003501006	HIGHWAY 21, PORT WENTWORTH, GA 31407	241 RALPH MCGILL BLVD NE, ATLANTA, GA 30308-3374	Chatham	GA
MCCASKLE, JULIA & HARRIS, SARAH	7001018008	101 GORDON ST, PORT WENTWORTH, GA 31407	101 GORDON ST, PORT WENTWORTH, GA 31407-1401	Chatham	GA
PORT WENTWORTH CITY OF	7000803039	WARREN DR, PORT WENTWORTH, GA 31407	PO BOX 4086, SAVANNAH, GA 31407-4086	Chatham	GA
CRESCENT INVESTMENTS INC	7003501002	6232 HIGHWAY 21 RD, PORT WENTWORTH, GA 31407	6232 GA HIGHWAY 21, PORT WENTWORTH, GA 31407-9796	Chatham	GA
MCINTOSH, OWEN E & MCINTOSH, ERMA J	7001018001	115 GORDON ST, PORT WENTWORTH, GA 31407	115 GORDON ST, PORT WENTWORTH, GA 31407-1401	Chatham	GA
CROSSGATE INDL INVTRS LLC	7003501008	1500 CROSSGATE RD, PORT WENTWORTH, GA 31407	CROSSGATE RD, PORT WENTWORTH, GA 31407	Chatham	GA
BROWNFIELD, PAMELA	7001018002	113 GORDON ST, PORT WENTWORTH, GA 31407	113 GORDON ST, PORT WENTWORTH, GA 31407-1401	Chatham	GA
WATSON, JACQUELINE & WATSON, MARCUS	7001018003	111 GORDON ST, PORT WENTWORTH, GA 31407	111 GORDON ST, PORT WENTWORTH, GA 31407-1401	Chatham	GA
SAVANNAH ECONOMIC DEV AUTHORIT	7003301005	1501 CROSSGATE RD, PORT WENTWORTH, GA 31407	131 HUTCHINSON ISLAND RD, SAVANNAH, GA 31421-7006	Chatham	GA
GUNN, KELLY LAPERAL	7000803037	60 WARREN DR, PORT WENTWORTH, GA 31407	117 WREN CT, SAVANNAH, GA 31419-8340	Chatham	GA
SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY	7000902002	1 BIRKENHEAD ST, PORT WENTWORTH, GA 31407	131 HUTCHINSON ISLAND RD, SAVANNAH, GA 31421-7006	Chatham	GA
LRE CROSSGATE NORTH LLC	7003501007	CROSSGATE RD, PORT WENTWORTH, GA 31407	CROSSGATE RD, PORT WENTWORTH, GA 31407	Chatham	GA
PARTAIN, KAREN D EDITH F	7001018005	107 GORDON RD, PORT WENTWORTH, GA 31407	107 GORDON ST, PORT WENTWORTH, GA 31407-1401	Chatham	GA
NORTON, GARY WILSON & NORTON, DONNA	7001018006	105 GORDON ST, PORT WENTWORTH, GA 31407	105 GORDON ST, PORT WENTWORTH, GA 31407-1401	Chatham	GA
SOUTHERN REGION INDUSTRIAL REALTY INC	7001001001	DORSET RD, PORT WENTWORTH, GA 31407	3 COMMERCIAL PL Unit 209, NORFOLK, VA 23510-2108	Chatham	GA
NRPH INC	7003501005	1000 CROSSGATE RD, PORT WENTWORTH, GA 31407	15 FAIR LAWN AVE Unit 2A, FAIR LAWN, NJ 07410-2322	Chatham	GA
L-A SAVANNAH-CROSSGATE LLC	7000501004	BONNYBRIDGE RD, PORT WENTWORTH, GA 31407	1960 SATELLITE BLVD Unit 3000, DULUTH, GA 30097-4129	Chatham	GA
PERRY, JULIE STALLINGS	7001018004	109 GORDON ST, PORT WENTWORTH, GA 31407	109 GORDON ST, PORT WENTWORTH, GA 31407-1401	Chatham	GA
NORFOLK SOUTHERN COPR TAXATION DEPT BOX 209	7000901001	BIRKENHEAD ST, PORT WENTWORTH, GA 31407	3 COMMERCIAL PL, NORFOLK, VA 23510-2108	Chatham	GA
HENDRICK, ROBERT EWING	7001018007	103 GORDON ST, PORT WENTWORTH, GA 31407	103 GORDON ST, PORT WENTWORTH, GA 31407-1401	Chatham	GA

Project Timeline

Project Number: 220478

Project Name: NFI Crossgate Ind Pk

Applicant / Engineer: Felipe Toledo, P.E. – Thomas & Hutton

Owner: LRE Crossgate North LLC (c/o Brian Werrell)

City Review Engineer: Trent Long, TR Long

- 09/12/2022 – Application received; Incomplete.
- 09/13/2022 – Sent email to Felipe Toledo asking for a PDF of the entire submittal.
- 09/13/2022 – Recv'd Electronic PDF link of submittal.
- 09/14/2022 – Recv'd Email from Felipe Toledo about adding TR Long to the Email thread.
- 09/14/2022 – Received concurrence from TR Long. Placing on the October 2022 agendas.
- 09/23/2022 – Public hearing notice letters mailed
- 09/23/2022 - Public hearing notice sent to Savannah Morning Newspaper (published 9/26/22)
- 10/10/2022 – The Planning Commission voted to approve the application with the condition that all concerns by the Public Works Director are met.

114 North Commerce Street
Hinesville, Georgia 31313
(912) 368-5664 Office
(912) 368-7206 Fax



1000 Towne Center Blvd.
Suite 304
Pooler, Georgia 31322
(912) 355-1046

September 14, 2022

Mr. Brian Harvey
City of Port Wentworth
7224 Georgia Highway 21
Port Wentworth, Georgia 31407

Re: NFI Industries Building A and B
Crossgate Industrial Park
Revised August 15, 2022
Port Wentworth, Georgia

Dear Mr. Harvey,

T. R. Long Engineering, P.C. has reviewed the entitled "Site Development for Buildings A & B at Crossgate Industrial Park" prepared by Thomas and Hutton dated February 14, 2022, and revised August 15, 2022. The specific development plan generally meets the intent of the development requirements in Port Wentworth. T. R. Long Engineering, P.C. concurs with the plans as presented with the exception of an off-site water main installation.

There is a water main that needs to be installed to comply with the "Water, Sewer and Re-use Water Service Agreement" between the City of Port Wentworth and L-A Savannah Crossgate, LLC. In order to meet the intent of this agreement a water main should be installed between Crossgate Boulevard and existing water main near Bonnybridge Road. T. R. Long Engineering recommends that the city and the developer enter into an agreement to design and install this water meter.

Concurrence by T. R. Long Engineering, P.C. and Port Wentworth does not relieve the owner/developer, designer, engineer and contractor nor their representatives from their individual or collective responsibilities to comply with provisions of Local, State, and Federal regulations and/or ordinances. T. R. Long Engineering, P.C. and Port Wentworth review the submitted documents for completeness and general compliance with codes, ordinances and/or standards. No design liability can be assumed or assigned to T. R. Long Engineering, P.C., or Port Wentworth. All design liability remains with the professional engineer who signed and sealed those documents. Additionally, concurrence with the submitted documents and their intent is not to be construed as a check of every item submitted and does not prevent Port Wentworth from requiring corrections and/or addressing of omissions in the submitted documents and/or construction.

Should you have any questions, comments or need additional information please contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Trent R. Long'.

Trent R. Long, P.E.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 10/27/22 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.E

AGENDA ITEM (ID # 2750)

DOC ID: 2750

Ethics Ordinance-1st Reading

Issue/Item: The City is seeking to become a certified City of Ethics.

Background: The citizens of the City of Port Wentworth deserve the best, most upright representation and government possible. To that end, the City has pursued becoming a certified City of Ethics through GMA. The City must submit documentation to GMA prior to November 30 in order to seek this certification.

Facts and Findings: The City has a strong Ethical Responsibilities and Prohibitions section of the Charter. GMA provides a draft Ethics Ordinance, and the draft ordinance has been amended and tailored specifically for the City of Port Wentworth so as to not conflict with our Charter in this area. The attached ordinance supplements, supports, and strengthens the City's current Ethics requirements, encouraging even higher standards for the conduct of officials.

Recommendation: Approve the Ethics Ordinance, and seek certification as a certified City of Ethics.

ATTACHMENTS: ETHICS ORDINANCE.

ATTACHMENTS:

- Ethics Ord - PW Edits (DOCX)

City of Port Wentworth**State of Georgia****ORDINANCE No. _____**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF PORT WENTWORTH, GEORGIA TO PROVIDE A NEW CODE SECTION - ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Port Wentworth, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

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

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; and

WHEREAS, the governing authority further deems it essential that governmental decisions and policies be made in the proper channels of the governmental structure; and

WHEREAS, the governing authority further deems it essential that public office not be used for personal gain;

WHEREAS, the governing authority recognizes the strong Ethical Responsibilities and Prohibitions with the City's Charter, and desire to further enhance the City's ethics and ethical standards; and

WHEREAS such measures are necessary to provide the public with confidence in the integrity of its government.

NOW THEREFORE it is the policy of the city that its officials, employees, appointees, and volunteers conducting official city business:

- Serve others and not themselves;
- Be independent, impartial and responsible;
- Use resources with efficiency and economy;
- Treat all people fairly;
- Use the power of their position for the well being of their constituents; and

Create an environment of honesty, openness and integrity.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED:

Section 1.

That the Code of Ordinances of the City of Port Wentworth, Georgia is hereby amended by adding a new article to Chapter 2 (Administration), such new section to be “Article VI – Ethics Ordinance” which said section to read as follows:

“Art. VI, Sec. 1 - PURPOSE

The purpose of this code of ethics is to:

- (a) Supplement, support, and strengthen the ethical responsibilities and prohibitions contained in the City Charter;
- (b) Encourage high ethical standards in official conduct by city officials;
- (c) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city; and
- (d) Require disclosure by such officials of private financial or other interest in matters affecting the city.

Art. VI, Sec. 2 - SCOPE

- (a) The provisions of this code of ethics shall be applicable to all elected or appointed city officials.
- (b) Notwithstanding anything herein to the contrary, state law and the charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the charter.
- (c) For any conflicts between this ordinance and the charter, the charter shall control.

Art. VI, Sec. 3 - DEFINITIONS

Solely for the purpose of this code of ethics:

- (a) *City official or official*, unless otherwise expressly defined does not include city employees but does mean the mayor, members of the city council, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding positions designated by the city charter, as amended. The term “city official” also includes all individuals, including city employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions,

committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

- (b) *Decision* means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.
- (c) *Employee* means any person who is a full-time or part-time employee of the city.
- (d) *Immediate family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.
- (e) *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.
- (f) *Remote interest* means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.
- (g) *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person or entity, where:
 - (1) the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
 - (2) the funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
 - (3) the person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
 - (4) the person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

Art. VI, Sec. 4 - PROHIBITIONS

- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- (c) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
- (d) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
- (e) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.
 - (i) This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.
 - (ii) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator or chief of police).
 - (iii) Any official who has a proprietary interest in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk.
- (f) All public funds shall be used for the general welfare of the people and not for personal economic gain.
- (g) Public property shall be disposed of in accordance with state law.
- (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.

- (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
- (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
- (k) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
- (l) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
- (m) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
- (n) A city official shall not order any goods and services for the city without prior official authorization for such an expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
- (o) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.
- (p) No city official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Port Wentworth nor shall any city official engage in ex parte communication with a municipal court judge of the City of Port Wentworth on any matter pending before the Municipal Court of the City of Port Wentworth.

Art. VI, Sec. 5 - CONFLICT OF INTEREST

- (a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property

in which the official has a substantial interest.

- (b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
- (c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

Art. VI, Sec. 6 – JURISDICTION OF COMPLAINTS

- (a) The Municipal Court of the City of Port Wentworth shall hear and render decisions on all proper verified complaints filed under this ordinance.
- (b) The Municipal Court of the City of Port Wentworth shall follow the policies and procedures of the charter in fulfilling its duties under this ordinance.

Art. VI, Sec. 7 – COMPLAINTS OF ETHICAL VIOLATIONS

- (a) All complaints against city officials shall be filed with the city clerk, pursuant to the rules and requirements of the charter.
- (b) Service of all proper complaints shall be pursuant to the rules and requirements of the charter.
- (c) The city clerk and other staff shall follow the policies and procedures of the charter in fulfilling its duties under this ordinance.

Art. VI, Sec. 8 - PENALTY

- (a) Any person violating any provision of this article is subject to:
 - i) Public reprimand or censure by the city council;
 - ii) Request for resignation by the city council; or
 - iii) No penalty.

Art. VI, Sec. 9 - RIGHT TO APPEAL

A complainant or respondent adversely affected by a final decision may appeal pursuant to the policies and procedures of the charter.

Section 2.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

Section 3.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

Section 4.

The the effective date of this ordinance shall be upon its passage and approval by the City Council.

ORDAINED this ____ day of _____, _____.

Gary Norton, Hon.
Mayor, City of Port Wentworth

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 10/27/22 07:00 PM
Department: Development Services
Category: Ordinance
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2747)

DOC ID: 2747

Zoning Map Amendment Application submitted by David Smith, Kimley-Horn, on behalf of Joseph H. Honerlein, for PIN # 70976 01012B (640 Highway 30) to Rezone from RA (Residential Agriculture) to P-C-3 (Planned General Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's kitchen) 1st Reading

Issue/Item: Zoning Map Amendment Application submitted by David Smith, Kimley-Horn, on behalf of Joseph H. Honerlein, for PIN # 70976 01012B (640 Highway 30) to Rezone from RA (Residential Agriculture) to P-C-3 (Planned General Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's kitchen) 1st Reading

Background: The subject property is currently woodland.

Facts and Findings: The total amount of property to be rezoned is 4.38 acres. The applicant is requesting to rezone for a commercial development that will include a fuel station and a convenience Store. The project will also include associated parking, and drainage. The proposed access will be on Highway 30 and the Effingham Parkway once completed. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Suburban Character Area.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, October 10, 2022 at 6:30 PM. / **UPDATE: The Planning Commission voted to deny this application.**

ATTACHMENTS:

- ZMA PARKERS 7-0976-01-012B RA TO PC3 OCT 2022 - Application (PDF)
- ZMA PARKERS 7-0976-01-012B RA TO PC3 OCT 2022 - Sealed Site Survey (PDF)
- ZMA PARKERS 7-0976-01-012B RA TO PC3 OCT 2022 - Conceptual Site Plan (PDF)
- ZMA PARKERS 7-0976-01-012B RA TO PC3 OCT 2022 - Timeline (DOCX)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: David D. Smith Phone # 912-226-2607

Mailing Address: 100 Bull Street, Suite 200 Savannah, GA 31401

Property Owner: Joseph H. Honerlein Phone # _____

Use back if more than one owner

Owner Address: 13 Putters Place Savannah, GA 31419

PIN #(s): 70976 01012B # of Acres 4.38

Zoning Classification: Present Residential-Agriculture (RA) Requested General-Business (P-C-3)

Use of Property: Present Vacant Requested Convenience Store/Fuel Service Station

_____ If the requested changed is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

✓ If the requested changed is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

The proposed rezoning will provide an opportunity for convenience and retail business to develop along State Route 30. This will provide service to the increased traffic volumes anticipated along the SR30 corridor as well as the proposed future development of Effingham Parkway. Several businesses east and west of the site currently operate along the SR30 corridor within a mile of the proposed property, so the proposed zoning is not inconsistent with current development pattern.

Attach the following documents:

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 250 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit fifteen (15) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit fifteen (15) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form.
6. Disclosure of Financial Interests form
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of \$356.00 + \$50.00 per acre + \$50.00 Administrative Fee, payable to the City of Port Wentworth.

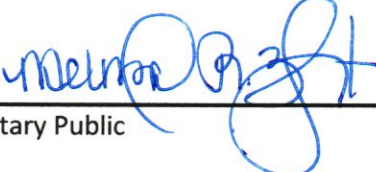
APPLICATION MUST BE FILED 45 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this
3rd day of August, 2022.



 Signature of Applicant



 Notary Public

MELISSA R WRIGHT
 NOTARY PUBLIC
 Chatham County
 State of Georgia
 My Comm. Expires June 13 2026



City of Port Wentworth
 Melanie Ellis
 7224 GA Highway 21
 Porth Wentworth, GA 31407

July 27, 2022

**RE: *Written Legal Description
 SR 30 and Future Effingham Parkway
 Porth Wentworth, GA***

Dear Melanie,

Below is a written legal description of the property contained in the attached signed and sealed ALTA Survey provided by Survey Matters:

All that certain piece, parcel, or tract of land laying and being in Chatham County, Georgia, and being more particularly described as follows:

Beginning at a monument on the miter forming the intersection of the northwesterly margin of the right-of-way of Georgia Highway 30 (variable width public Right-of-Way) and the northeasterly margin of the Right-of-Way of Effingham Parkway (DB. 1828, PG. 2) Having GA East Grid Coordinates of N798,974.75, E 948,061.54; Thence along the northeasterly margin of the Right-of-Way of Effingham parkway (for the following two calls) (1) N46°44'51"W a distance of 77.91 feet to an iron pin, (2) Thence N24°58'01"W a distance of 158.40 feet to an iron pin, Thence along the common line of Quarterman N45°40'58"E a distance of 611.99 feet to an iron pin, thence along the common line of Jeffers S12°30'58"E a distance of 510.31 feet to a monument, Thence along the northwesterly margin of the Right-of-Way of Georgia Highway 30 (for thw following two calls) (1) S67°41'20"W a distance of 282.12 feet to the point of beginning and containing 190,918 S.F. or 4.383 Acres more or less.

Very truly yours;
 Kimley-Horn and Associates, Inc.

David D Smith
 david.smith@kimley-horn.com

PROPERTIES WITHIN 250FT OF PID 70976 01012B

Owner Name	Parcel Number	Property Address	Owner Address
FIELDSTONE GROUP LLC, & LBC CAPITAL II LLC	7097601041Z	1100 MEINHARD RD, PORT WENTWORTH, GA 31407	204 WILEY BOTTOM RD, SAVANNAH, GA 31411-1537
JEFFERS, LYNN	7097601048	HIGHWAY 30, PORT WENTWORTH, GA 31407	222 JEFFERS RD, PORT WENTWORTH, GA 31407-9734
ORR, BRIAN P	7097601012	700 MONTIETH RD, PORT WENTWORTH, GA 31407	700 MONTIETH RD, PORT WENTWORTH, GA 31407
KENDRICK, FREDDY L & KENDRICK, DONNA A	7097601014	614 HIGHWAY 30, PORT WENTWORTH, GA 31407	614 GA HIGHWAY 30, PORT WENTWORTH, GA 31407-9602
HOHNERLEIN, JOSEPH H	7097601012B	640 HIGHWAY 30, PORT WENTWORTH, GA 31407	13 PUTTERS PL, SAVANNAH, GA 31419-6067
QUARTERMAN, OF ZIKE	7097601013	MONTIETH RD, PORT WENTWORTH, GA 31407	327 MONTEITH RD, PORT WENTWORTH, GA 31407-9777
JEFFERS, LYNN	7097601049	HIGHWAY 30, PORT WENTWORTH, GA 31407	222 JEFFERS RD, PORT WENTWORTH, GA 31407-9734
JEFFERS, LYNN	7097601050	HIGHWAY 30, PORT WENTWORTH, GA 31407	222 JEFFERS RD, PORT WENTWORTH, GA 31407-9734
RAHN, GUY K	7097601023	732 HIGHWAY 30, PORT WENTWORTH, GA 31407	732 GA HIGHWAY 30, PORT WENTWORTH, GA 31407-9604

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on August 3rd, 2022, to rezone real property described as follows:

Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

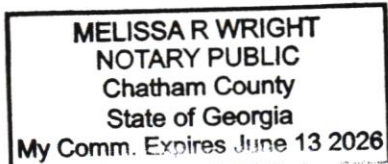
I certify that I have not, within two years preceding the above filing date, made any contributions aggregating \$250.00 or more to any member of the City council of the City of Port Wentworth.

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
3rd day of August, 2022.

Notary Public


 Signature of Applicant



DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on August 3rd, 2022, to rezone real property described as follows:

The undersigned official of the City of Port Wentworth has a property interest (Note 1) in said property as follows:

The undersigned official of the City of Port Wentworth has financial interest (Note 2) in a business entity (Note 3) which has property interest in said property, which financial interests as follows:

The undersigned official of the City of Port Wentworth has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest or financial interest are as follows:

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership

Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
3rd day of August, 2022.

 Signature of Official

 Notary Public

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: David D. Smith

Address: 100 Bull Street, Suite 200 Savannah, GA 31401

Telephone Number: 912-226-2607

Lynette Hohnerlein
Signature of Owner

Personally appeared before me

Lynette Hohnerlein

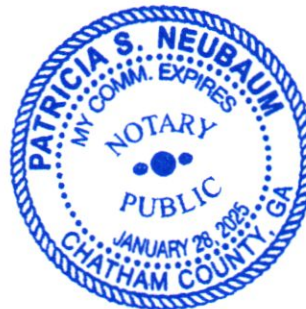
who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Patricia S. Neubaum

Notary Public

June 29, 2022

Date



CITY OF PORT WENTWORTH
(912) 964-4379

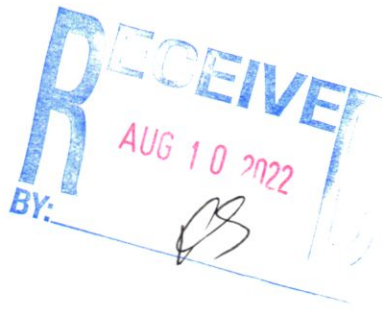
REC#: 00365954 8/12/2022 1:20 PM
OPER: KS TERM: 055
REF#: 0027916

TRAN: 112.0000 BLDG PERMIT
220367 625.00CR
HONERLEIN, JOSEPH
PIN# 7-0976-01-012B
DEV-ZMA 625.00CR

TENDERED: 625.00 CHECK
APPLIED: 625.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM



City of Port Wentworth
Melanie Ellis
7224 GA Highway 21
Port Wentworth, GA 31407

August 3rd, 2022

**RE: *Proposed Convience Store Rezoning Submittal
SR 30 and Future Effingham Parkway
Porth Wentworth, GA***

Dear Melanie,

Below is an explanation of how we addressed the comments received on July 7th, 2022 regarding the application to amend the zoning map of Port Wentworth, GA for PIN# 70976 01012B.

City of Port Wentworth Development Services:

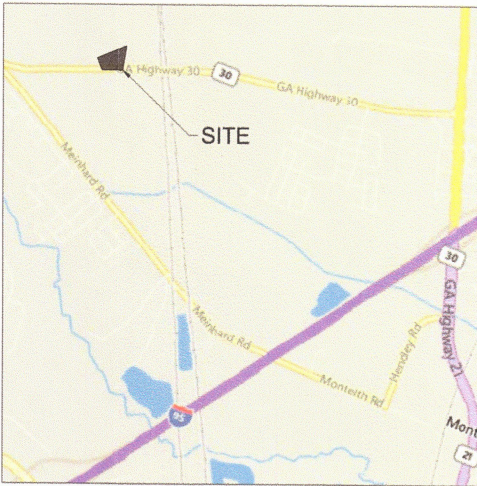
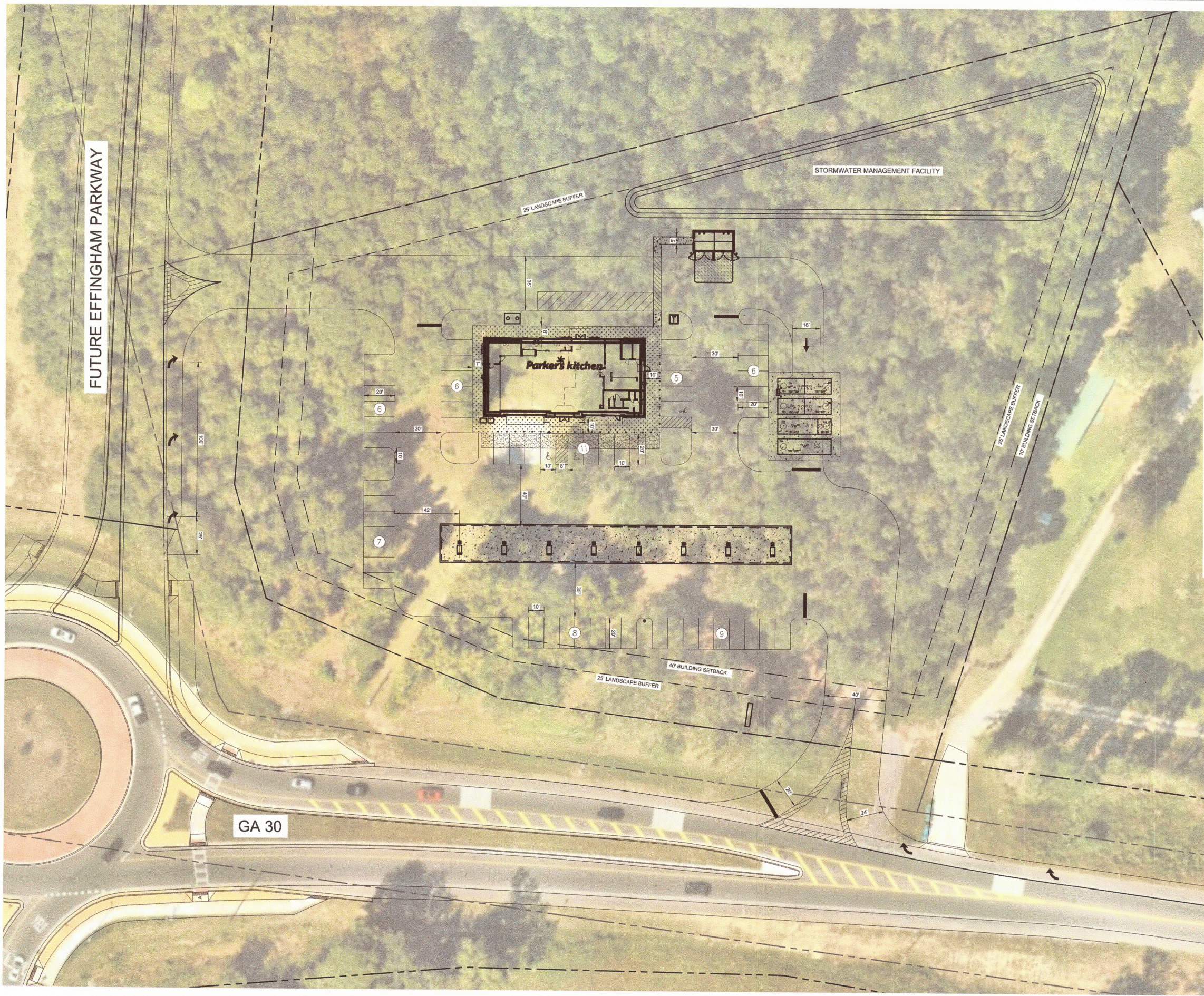
- 1) Comment # 1. Completed application with original signature (not copies or digital)
 - i) Comment #1 response. Completed application re-submitted with original signatures.*
- 2) Comment # 2. Application Fee check (total due \$625.00)
 - i) Comment #2 response. Application check for \$625.00 included.*
- 3) Comment # 3. Written legal description of the property (see item #1 on application under *Attach the following documents*)
 - i) Comment #3 response. Legal description included in provided in re-submittal.*
- 4) Comment # 4. Developments of Regional Impact (DRI) initial form – attached in email
 - i) Comment #4 response. Based on the discretion of the client the truck diesel portion of the proposed site has been removed and relieves the requirement of a DRI.*
- 5) Comment # 5. The requested zoning district will need to be a planned district (P)
 - i) Comment #5 response. Zoning district amended to be a planned district (P).*
- 6) Comment # 6. The requested zoning of C-1 does not allow Truck stops as a use. You will need to review the Zoning Districts in the City of Port Wentworth zoning ordinance (section 5.2) and choose an appropriate district for your requested use. Once a zoning district will need to be on the original signed form under requested zoning (P-X-X).
 - i) Comment #6 response. Based on the discretion of the client the truck diesel portion of the proposed site has been removed; however, the form has been updated to reflect a requested zoning of P-C-3.*



Very truly yours;
Kimley-Horn and Associates, Inc.

A handwritten signature in blue ink, appearing to read "David D. Smith".

David D Smith
david.smith@kimley-horn.com



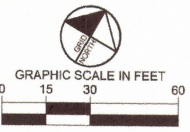
VICINITY MAP

PROPOSED DEVELOPMENT SUMMARY:

SITE SUMMARY:	
CURRENT ZONING:	R-A (RESIDENTIAL-AGRICULTURAL)
PROPOSED ZONING:	P-C-3 (GENERAL-BUSINESS)
SITE AREA:	4.35 ACRES
BUILDING SETBACK:	
FRONT:	40 FT
SIDE:	10 FT
BACK:	N/A
LANDSCAPE SETBACK:	
FRONT:	25 FT
SIDE:	25 FT
BACK:	25 FT
PROPOSED LAND USES & DENSITIES:	
CONVENIENCE STORE	5,175 SF
SERVICE STATION	8 MPD
PARKING SUMMARY:	
REQUIRED STANDARD PARKING:	28 SPACES (TOTAL)
REQUIRED HANDICAP PARKING:	2 SPACE
PROPOSED PARKING:	
STANDARD SPACES:	58 SPACES (TOTAL)
HANDICAP SPACES:	3 SPACES

NOTE: CONCEPT PLAN BASED ON PARCEL DIMENSIONS FROM GIS PARCELS.
ACTUAL BOUNDARY LINES MAY VARY FROM THOSE INDICATED HEREIN.

CONCEPTUAL PLAN
SUBJECT TO CHANGE



PREPARED BY

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
100 BULL STREET, SUITE 200
SAVANNAH, GEORGIA 31401
PHONE: (912) 436-1600
WWW.KIMLEY-HORN.COM

PREPARED FOR

Parker's kitchen

DRAYTON-PARKER COMPANIES, LLC.
17 WEST McDONOUGH STREET
SAVANNAH, GEORGIA 31401
PHONE: 912-231-1001

PROJECT

**PARKER'S - 640 HIGHWAY 30
PORT WENTWORTH, GEORGIA**
CITY OF PORT WENTWORTH, GEORGIA
PARCEL ID: 10916 01012B

DATE

03/28/22

PROJECT NO.

014774001

TITLE

**CONCEPTUAL
SITE PLAN**

SHEET NUMBER

1

1 CSP-1 LAYOUT REVISIONS

04/05/2022

JG

PRELIMINARY:

NOT FOR CONSTRUCTION

DATE

BY

ISSUANCE AND REVISION DESCRIPTIONS

GSWCC NO.
(LEVEL II)

0000000000

DRAWN BY

JG

DESIGNED BY

DS

REVIEWED BY

JG

DATE

03/28/22

PROJECT NO.

014774001

TITLE

**CONCEPTUAL
SITE PLAN**

SHEET NUMBER

1

Packet Pg. 51

Attachment: ZMA PARKERS 7-0976-01-012B RA TO PC3 OCT 2022 - Conceptual Site Plan (2747 : Zoning Map Amendment 70976 01012B Hwy 30

Project Timeline

Project Number: 220367

Project Name: Parker's 7-0976-01-012B

Applicant / Engineer: David D Smith – Kimley-Horn

Owner: Joseph H Honerlein

City Review Engineer: N/A

- 06.30.22 –Application Received - Incomplete
- 07.07.22 – Letter of Missing Items in Application sent to David D. Smith
- 08.10.22 – Revised Application Received – Complete
- 09.23.22 – public hearing notice letters mailed
- 09.23.22 – public hearing notice sent to Savannah Morning News (published 9/26/22)
- 09.26.22 – Public hearing notice signs posted.
- 10.10.22 – The Planning Commission voted to deny this application.