



# CITY OF PORT WENTWORTH

## CITY COUNCIL

NOVEMBER 7, 2022

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**Council Meeting Room**

**Regular Meeting**

**7:00 PM**

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**7224 GA HIGHWAY 21  
PORT WENTWORTH, GA 31407**

- 1. CALL MEETING TO ORDER**
- 2. PRAYER AND PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL - CLERK OF COUNCIL**
- 4. APPROVAL OF AGENDA**
- 5. RECOGNITION OF SPECIAL GUESTS**
- 6. PUBLIC COMMENTS - REGISTERED SPEAKERS**
- 7. ELECTIONS & APPOINTMENTS**
- 8. ADOPTION OF MINUTES**
  - A. Regular Council Meeting Minutes - October 27, 2022
  - B. Special Called Workshop Minutes - November 1, 2022
- 9. COMMUNICATIONS & PETITIONS**
  - A. Clearwater Solutions Update
- 10. COMMITTEE REPORTS**
- 11. CONSENT AGENDA**
- 12. UNFINISHED BUSINESS**
  - A. Ethics Ordinance-2nd Reading
  - B. 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) 2nd Reading
- 13. NEW BUSINESS**
  - A. Authorize Mayor to Execute Consent Order Issued by the Environmental Protection Division (EPD) for NPDES Permit No. GA0038814
  - B. Contract Award for the Pine Forest Sewer System Improvements
  - C. Interim Operations and Maintenance for WWTP
  - D. Fire Fee Schedule adding Container Yards

- Public Hearing
- Action

**14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS**

**15. EXECUTIVE SESSION**

**16. ADJOURNMENT**



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

**SCHEDULED**

**AGENDA ITEM (ID # 2759)**

Meeting: 11/07/22 07:00 PM  
Department: All  
Category: Ordinance  
Prepared By: Zahnay Smoak  
Department Head: Steve Davis

12.A

DOC ID: 2759

## Ethics Ordinance-2nd 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: 11/07/22 07:00 PM  
Department: Development Services  
Category: Ordinance  
Prepared By: Melanie Ellis  
Department Head: Brian Harvey

**AGENDA ITEM (ID # 2758)**

DOC ID: 2758

## 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) 2nd 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) 2nd Reading

**Background:** The subject property is currently woodland. The first reading and public hearing of this item was heard during the October 27th, 2022 Regular City Council meeting.

**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:**

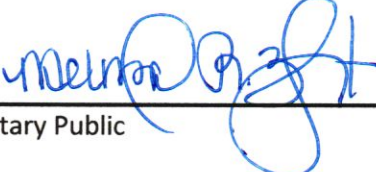
1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 250 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining 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.

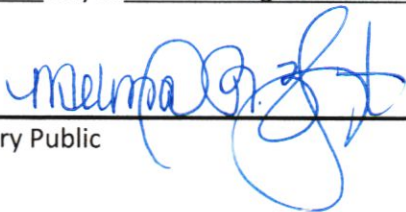
I certify that I have not, within two years preceding the above filing date, made any contributions aggregating \$250.00 or more to any member of the City council of the City of Port Wentworth.

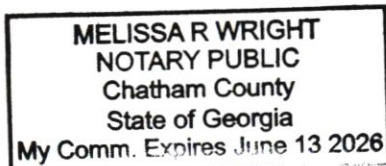
I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

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

  
 Signature of Applicant

Notary Public





**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:

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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

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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

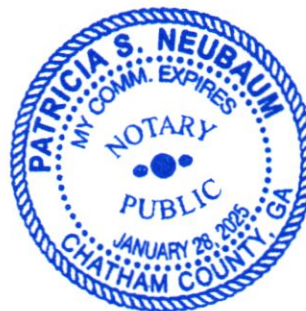
who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

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-

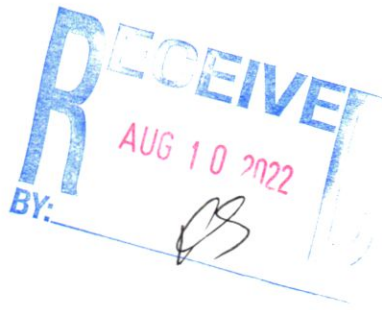
CHANGE: 0.00

[WWW.CITYOFPORTWENTWORTH.COM](http://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 7<sup>th</sup>, 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.*

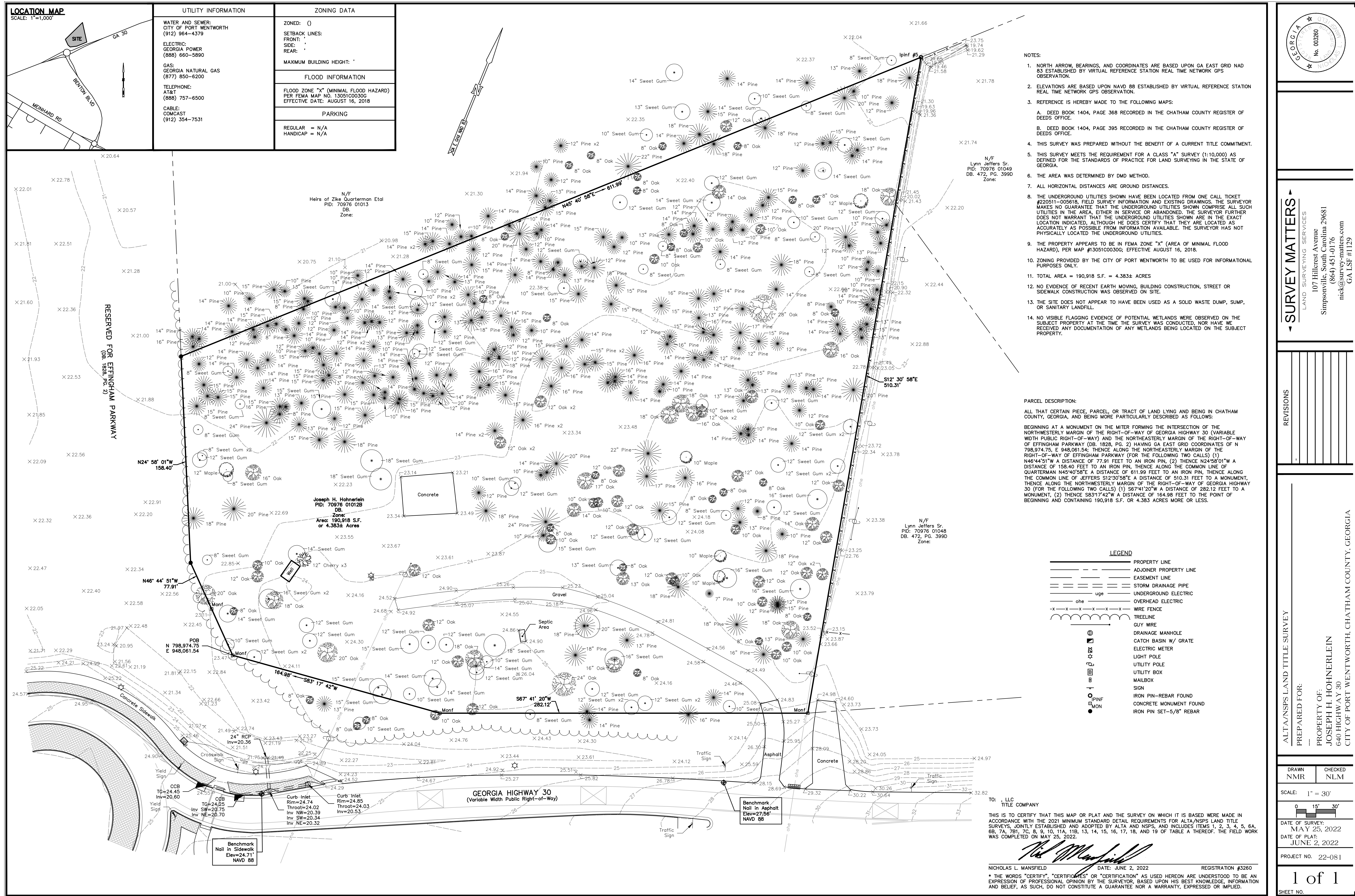


Very truly yours;  
Kimley-Horn and Associates, Inc.

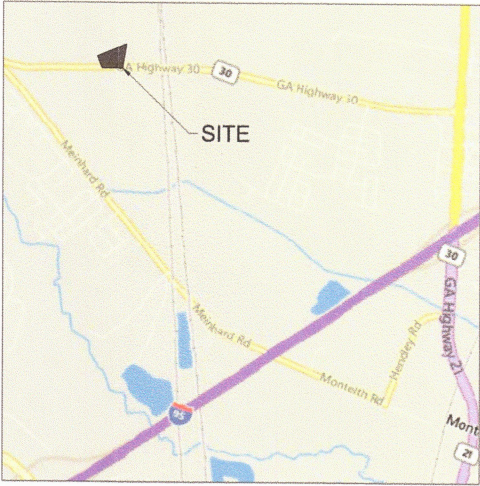
A handwritten signature in blue ink, appearing to read "David D. Smith".

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









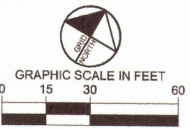
VICINITY MAP

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:	26 SPACES (TOTAL)
REQUIRED HANDICAP PARKING:	2 SPACE
PROPOSED PARKING:	
STANDARD SPACES:	56 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



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

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

1	CSP-1 LAYOUT REVISIONS	04/05/2022	JG		
PRELIMINARY:				DATE	BY
NOT FOR CONSTRUCTION					
No.   ISSUANCE AND REVISION DESCRIPTIONS					
PROJECT PARKER'S - 640 HIGHWAY 30 PORT WENTWORTH, GEORGIA CITY OF PORT WENTWORTH, GEORGIA PARCEL ID: 10916 01012B					
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					



**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.



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

**SCHEDULED**

Meeting: 11/07/22 07:00 PM  
 Department: Public Services  
 Category: Agreement  
 Prepared By: Omar Senati-Martinez  
 Department Head: Omar Senati-Martinez

**AGENDA ITEM (ID # 2757)**

DOC ID: 2757

## **Authorize Mayor to Execute Consent Order Issued by the Environmental Protection Division (EPD) for NPDES Permit No. GA0038814**

**Issue/Item:** Authorize Mayor to Execute Consent Order Issued by the Environmental Protection Division (EPD) for alleged violations of the Georgia Water Quality Control Act, the Georgia Rules for Water Quality Control Act, and the subject of NPDES Permit No. GA0038814.

**Facts and Findings:** EPD is tasked with maintaining and safeguarding the natural resources of the State of Georgia. EPD has alleged multiple violations of state law, and have proposed a Consent Order in order to settle the claims and prevent further litigation - including civil penalties which may be up to \$50,000 to \$100,000 \*per day\* - on the alleged violations.

It should be noted that a separate Consent Order was previously executed in December 2021 over alleged violations of discharges from March through July 2021. This is a separate Consent Order detailing and covering violations in 2022.

It should also be noted that at the time of both violations and Consent Orders, ClearWater Solutions (CWS) was in charge of operating the WWTP and ensuring environmental compliance.

EPD has alleged numerous and varied violations of state environmental laws, including the Waste Water Treatment Plant (WWTP) exceeding the permitted discharges for:

- Total Suspended Solids in April, May, June, July, and August 2022;
- Ammonia in April, May, June, July, and August 2022;
- Phosphorus in April, May, June, and July 2022; and
- Fecal Coliform in May 2022.

In addition, EPD has alleged that on May 11, 2022 the raw sewage was discharged near intersection of O'Leary Rd and Raley Rd. resulting in a major sewer spill of approximately 335,00 gallons.

The order requires the City to pay a fine of \$7,000, compromise and settlement of the identified violations arising from the allegations and submit a Corrective Action Plan within 45 days of the execution date of the Order. The City has already started the investigative process with Turnipseed Engineering.

**Recommendation:** Approval

### **ATTACHMENTS:**

- Port Wentworth - Proposed Consent Order - Sept 27 2022 (PDF)



# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## ENVIRONMENTAL PROTECTION DIVISION

**Richard E. Dunn, Director**

**EPD Director's Office**

2 Martin Luther King, Jr. Drive  
Suite 1456, East Tower  
Atlanta, Georgia 30334  
404-656-4713

September 27, 2022

The Honorable Gary Norton, Mayor  
City of Port Wentworth  
7224 Highway 21  
Port Wentworth, GA 31407

RE: **Proposed Consent Order**  
City of Port Wentworth – NPDES Permit No. GA0038814  
Chatham County

Dear Mayor Norton:

Please find enclosed a proposed Consent Order between the Georgia Environmental Protection Division and the City of Port Wentworth concerning alleged violations of the Georgia Water Quality Control Act, the Georgia Rules for Water Quality Control, and the subject NPDES Permit. Specifically, the proposed Order addresses permit limit exceedances that have occurred in recent months. The violations are detailed further in the attached Order.

The Division is offering an amicable disposition of the allegations in accordance with the attached proposed Order. The Order delineates the terms by which you may return the referenced water system to compliance. If you desire to settle the issue in this fashion, please return the signed Order within fifteen (15) days of receipt of this letter to:

**Environmental Protection Division**  
Coastal District, Brunswick Office  
1050 Canal Road  
Brunswick, GA 31525-6856

Please be advised there will be a public notice and 30-day public comment period for the Order in accordance with Georgia Rule 391-3-.01 – “Public Participation in Enforcement of Environmental Statutes”. The notice will be posted by the Division following receipt of the signed Order. Upon execution, a copy of the executed Order will be mailed to the facility, and the facility will be expected to fulfill the actions listed in the Order within the time frames established.

Should you have any questions or comments concerning this proposed Order, or desire a meeting to discuss this Order, please contact Beth Stevenson in our Brunswick office at (912) 264-7284.

Sincerely,

Richard E. Dunn  
Director

Enclosure: Proposed Consent Order

**STATE OF GEORGIA  
DEPARTMENT OF NATURAL RESOURCES  
ENVIRONMENTAL PROTECTION DIVISION**

IN RE: City of Port Wentworth	)	ORDER NO. EPD-WP-
7224 GA Hwy 21	)	
Port Wentworth, GA 31407	)	
Chatham County	)	
	)	
Respondent.	)	

**CONSENT ORDER**

**Authority**

**WHEREAS**, City of Port Wentworth (the “Respondent”) owns and operates a water pollution control plant (hereinafter “Facility”) at 1000 Richmond Road in Port Wentworth, Georgia; and

**WHEREAS**, the Director (the “Director”) of the Environmental Protection Division of the Georgia Department of Natural Resources (“EPD”) administers and enforces the Georgia Water Quality Control Act of 1964 as amended, O.C.G.A. § 12-5-20 et seq. (the “Water Quality Act”);

**WHEREAS**, EPD administers and enforces the Georgia Rules for Water Quality Control, GA. COMP. R. AND REGS. 391-3-6 (the “Water Quality Rules”), which were promulgated and are in effect pursuant to the Water Quality Act; and

**WHEREAS**, the Water Quality Control Act and the Water Quality Rules make it unlawful to discharge pollutants into state waters except in compliance with a permit issued by the Director; and

**Civil Penalty**

**WHEREAS**, O.C.G.A. § 12-5-52 provides that any person violating any provision of the Water Quality Act or any permit condition or license or limitation issued or established pursuant to the Water Quality Act, Water Quality Rules, or negligently or willfully failing or refusing to comply with any final order of the Director shall be liable for a civil penalty not to exceed \$50,000.00 per day for each day during which such violation continues provided, however, that a separate and later incident creating a violation within a 12 month period shall be liable for a civil penalty not to exceed \$100,000.00 per day for each day during which such violation continues; and

**Background**

**WHEREAS**, on September 10, 2021, the Respondent was issued National Pollution Discharge Elimination System (NPDES) Permit Number GA0038814 (hereinafter “Permit”) by the Director of the EPD for discharge from the Facility to the Savannah River (Savannah River Basin); and

**WHEREAS**, the Permit requires the Respondent to monitor wastewater effluent and ensure discharges are within the parameter limits; and

**WHEREAS**, in April 2022, the Facility exceeded the permit limit for Total Suspended Solids, Ammonia, and Phosphorus; and

**WHEREAS**, in April 2022, the Ammonia and Total Suspended Solids violations exceeded the Technical Review Criteria (“TRC”) defined in 40 C.F.R. § 123.45 by exceeding the permit limits by a factor of 1.4; and

**WHEREAS**, on May 11, 2022, the Respondent discharged raw sewage from its sewer collection system into waters of the state near the intersection of O’Leary Road and Raley Road in Port Wentworth, GA due to a broken force main resulting in a major spill of approximately 335,000 gallons; and

**WHEREAS**, during May 2022, the Facility exceeded the permit limit for Ammonia, Phosphorus, and Fecal Coliform; and

**WHEREAS**, in June 2022, the Facility exceeded the permit limit for Total Suspended Solids, Ammonia, and Phosphorus; and

**WHEREAS**, on June 9, 2022, a Notice of Violation was issued by the Division to the Facility for the permit effluent violations in April 2022; and

**WHEREAS**, on June 15, 2022, a virtual meeting between the Division and the Respondent was held to discuss the violations; and

**WHEREAS**, on June 16, 2022, the Respondent submitted a written response to the Notice of Violations; and

**WHEREAS**, on July 14, 2022, the Respondent discharged raw sewage from its sewer collection system into waters of the state near the intersection of Osteen Street and Armadale Street in Port Wentworth, GA due to inflow and infiltration of stormwater resulting in a spill of approximately 7500 gallons; and

**WHEREAS**, on July 21, 2022, an enforcement meeting between the Division and the Respondent was held at the Facility to discuss the ongoing violations and corrective actions and tour the Facility; and

**WHEREAS**, in July 2022, the Facility exceeded the permit limit for Total Suspended Solids, Ammonia, and Phosphorus; and

**WHEREAS**, in May, June, and July 2022, the Ammonia, Total Suspended Solids, and Phosphorus violations exceeded the Technical Review Criteria (“TRC”) defined in 40 C.F.R. § 123.45 by exceeding the permit limits by a factor of 1.4; and

**WHEREAS**, in August 2022, the Facility exceeded the permit limit for Total Suspended Solids and Ammonia; and

**WHEREAS**, on August 15, 2022, a Notice of Violation was issued by the Division to the Facility for the May 2022 and June 2022 permit effluent violations; and

### **Alleged Violations**

**WHEREAS**, the Respondent violated O.C.G.A § 12-5-29(a), which requires conformance with the Water Quality Act, the Water Quality Rules, and the Permit; and

**WHEREAS**, the Respondent failed to meet Permit limits and ensure compliance with the Terms and Conditions of the Permit, in violation of Section 391-3-6-.06(4)(a) of the Water Quality Rules; and

**WHEREAS**, the Respondent discharged raw sewage into waters of the state without a permit for such discharge in violation of Section 12-5-30(1) of the Water Quality Act and Section 391-3-.06(3)(a) of the Water Quality Rules; and

**WHEREAS**, the Respondent exceeded the discharge limits in Part B.1 of the Permit (“Effluent Limitations and Monitoring Requirements”) at the Facility for: Total Suspended Solids in April, June, July, and August 2022, Ammonia for April, May, June, July, and August 2022, Phosphorus in April, May, June and July 2022, and Fecal Coliform in May 2022; and

**WHEREAS**, the Respondent violated Part II.A.1. of the Permit (“Proper Operation and Maintenance”), which requires the facility be maintained and operated efficiently; and

### **Conditions**

**WHEREAS**, the Director has determined that an amicable disposition of the alleged violations set forth herein is in the best interest of the citizens of the State of Georgia.

**NOW THEREFORE**, before the taking of any testimony and without adjudicating the merits of the parties’ positions, the parties hereby resolve the allegations in this matter upon order of the Director and consent of Respondent as follows:

1. Within thirty (30) days of the execution date of this Order, the Respondent shall pay to the Georgia Department of Natural Resources the amount of Seven Thousand dollars (\$7,000) in compromise and settlement of the identified violations arising from the allegations referenced above. Payment in the form of certified check or money order to the Georgia Department of Natural Resources shall be delivered to 1050 Canal Road, Brunswick, GA 31525-6856.
2. Within forty-five (45) days of the execution date of the Order, the Respondent shall submit to the Division for review and approval a Corrective Action Plan (the “CAP”) prepared and signed by a professional engineer, who is licensed in the State of Georgia, addressing the violations cited in this Order. The CAP shall include, but not be limited to, the following:
  - a. An engineering evaluation of the wastewater treatment system, to identify issues in the system and make necessary recommendations for design and/or operational improvements to ensure compliance with Permit effluent limitations. An implementation plan for correcting issues identified in the engineering evaluation with a detailed schedule for completion.
  - b. Develop and implement a written preventative maintenance program at the Facility to ensure all equipment is functioning efficiently and in accordance with the manufacturer’s specifications.
  - c. A Standard Operating Procedure (SOP) sufficient to ensure proper operation of the wastewater treatment system and response during heavy storm events.
  - d. A compliance schedule not to exceed 180 days from the execution date of the Order.



3. The Respondent shall implement the CAP upon receipt of the Division's approval, and within ten (10) days provide written confirmation that the CAP is being implemented as approved.
4. The Respondent shall submit to the Division a final progress report from the professional engineer outlining the Respondent's activities in implementing the CAP. The final progress shall be submitted thirty (30) days after completion of the corrective actions.
5. Upon the execution date of this Order, the Respondent shall obtain approval from the Division for any engineering reports, plans, and specifications related to modification of the sewerage system in accordance with Rule 391-3-6-.02.
6. If at any time the Division determines that any element of any approved plan(s) or report(s) should be modified in order to meet the requirements established by this Order, the Act, or the Rules, or any subsequent changes thereto, the Division shall provide the Respondent with written notification of such determination, specify the basis for making such determination, and the Respondent shall so modify and resubmit the plan or report in accordance with a schedule specified by the Division. If at any time the Respondent determines that any element of an approved plan or report, including any deadlines or schedules contained in the plan or report, should be modified in order to meet the requirements established by this Order, the Act, or the Rules, the Respondent shall, within thirty (30) days of making such determination, modify and submit the plan or report to the Division for approval. The Division may confer with the Respondent regarding the modified plan or report on person, by telephone, by email, or in writing. Modifications to any approved plan or report must receive written approval by the Division prior to implementation.

### **Deadlines**

Time is of the essence in this Consent Order. Compliance with any deadline that falls on a Saturday, Sunday or state-recognized holiday shall be by the next business day.

### **Addresses**

All notices, correspondence, etc., from the Director and EPD to Respondent relating to this Consent Order shall be sent to:

The Honorable Gary Norton, Mayor  
 City of Port Wentworth  
 7224 Highway 21  
 Port Wentworth, GA 31407  
[gnorton@cityofportwentworth.com](mailto:gnorton@cityofportwentworth.com)

Respondent shall submit address changes to EPD in written notice sent by certified mail; such notice shall include this Order number.

All correspondence from Respondent to EPD relating to this Consent Order shall be sent to:

Mrs. Beth Stevenson, District Manager  
Environmental Protection Division  
1050 Canal Road  
Brunswick, Georgia 31525-6856  
[Beth.Stevenson@dnr.ga.gov](mailto:Beth.Stevenson@dnr.ga.gov)

### **Public Notice**

This Consent Order will be noticed to the public.

### **Required Submissions**

Upon the submission of any reports, plans, schedules or other information required by any Condition(s) of this Consent Order, EPD shall review the submission to determine its completeness. If EPD determines that the submission is complete, EPD shall notify Respondent in writing that the submission is approved.

If EPD determines that the submission is incomplete, it shall provide Respondent with written notice of the deficiencies. Respondent shall have thirty (30) days from issuance of EPD's notice of deficiency to submit a corrected submission.

All submissions required by this Consent Order are, upon approval by EPD, incorporated by reference into, and made part of, this Consent Order. Any noncompliance with an approved submission shall be deemed noncompliance with this Consent Order.

Approval by EPD of any submission required by this Consent Order is not an agency determination that compliance with any state laws, regulations and/or permits, licenses, etc., will thereby be achieved, but is strictly limited to the completeness of the technical aspects of the submission with regards to the requirements of this Consent Order.

### **Force Majeure**

Failure of Respondent to complete the requirement(s) of any Condition(s), other than payment obligations, by the deadline(s) specified therein may be excused by EPD if 1) Respondent's failure was caused by a force majeure event, and 2) Respondent complies with all notification requirements in this section. Respondent shall have the burden of proving to EPD that it was rendered unable, in whole or part, by the force majeure event to meet the deadline(s).

The term "force majeure event" as used herein shall be limited to the following: an act of war (whether declared or not), including an invasion, act of foreign enemies, or terrorism; a strike, lockout, or other labor or industrial blockade or embargo which is not attributable to any unreasonable action or inaction on the part of Respondent; public riot; specific incidents of exceptional adverse weather conditions or natural disasters such as a hurricane, flood, or earthquake; a fire or explosion affecting the Respondent's operations; failure to secure timely and necessary federal, state, or local approvals or permits, provided approvals or permits have been

timely and diligently sought; and any other occurrence caused by unforeseeable circumstances beyond the reasonable control of Respondent, as determined by EPD in its sole discretion.

Within two (2) business days of learning of any force majeure event that may reasonably be expected to cause a deadline to be missed, Respondent shall notify EPD verbally or in writing. Within seven (7) business days of learning of any force majeure event that may reasonably be expected to cause a deadline to be missed, Respondent shall submit written notice to EPD of the force majeure event, the possible effects and the anticipated length (if known) of any delay. EPD shall review the submission and negotiate with Respondent regarding the length of the proposed extension of deadlines, if any. The Respondent shall exercise due diligence and adopt all reasonable measures to avoid or minimize any delay.

### **Effect of Order**

Respondent consents and the Director executes this Consent Order solely for the purpose of addressing the alleged violations set forth herein. This Consent Order does not relieve Respondent of any obligations or requirements of any statute, rules, permit, or other matter administered by EPD except as specifically authorized herein, which authorization shall be strictly construed. This Consent Order is not a finding, determination, or adjudication of a violation of any state laws, rules, standards and/or requirements, nor does Respondent by consenting to this Consent Order make any admission with respect to any factual allegation contained in this Consent Order or to any liability to any third party.

Unless modified or terminated by a subsequent order, or otherwise specified in writing by the Director, this Order shall be deemed satisfied and terminated upon full, complete, and timely performance of each and every condition set forth herein.

### **Further Enforcement**

Failure by Respondent to comply with any provision of this Consent Order may result in further enforcement action. Issuance of this Consent Order does not waive the Director's right to use the violation(s) alleged herein, upon sufficient evidence, to show past violations in any subsequent enforcement proceeding.

### **Finality**

For the purpose of enforcement, this Consent Order constitutes a final order of the Director in accordance with applicable Georgia law. By agreement of the parties, this Consent Order shall be final and effective immediately upon execution by the Director, shall not be appealable, and Respondent does hereby waive all administrative proceedings and judicial hearings on the terms and conditions of this Consent Order.

**Electronic Signatures**

The parties agree that any electronic signatures on this Consent Order constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

It is so ORDERED and CONSENTED TO on the following date  
\_\_\_\_\_.

For the Georgia Environmental Protection Division:

By: \_\_\_\_\_

Richard E. Dunn, Director

For Respondent:

By: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: Port Wentworth - Proposed Consent Order - Sept 27 2022 (2757 : EPD Consent Order October 2022)



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

**SCHEDULED**

Meeting: 11/07/22 07:00 PM  
Department: Public Services  
Category: Contract  
Prepared By: Omar Senati-Martinez  
Department Head: Omar Senati-Martinez

**AGENDA ITEM (ID # 2756)**

DOC ID: 2756

## **Contract Award for the Pine Forest Sewer System Improvements**

**Issue/Item:** Contract Award for the Pine Forest Sewer System Improvements

**Background:** This project is part of the correction plan submitted to EPD following the Consent order WP-9162. The work to be done consists of furnishing all materials, equipment and labor for the construction of the installation of approximately 1,853 feet of 8" PVC gravity sewer and approximately 9 concrete manholes. The improvements to the Sewer System Improvements and portions of the gravity sewer will be completed by others.

**Facts and Findings:** The City of Port Wentworth received one responsible bid for the Pine Forest Sewer System Improvements. The contractor and amount are as follows: Southern Champions Construction., bid the total amount of \$521,840.00, and T. R. Long Engineering, P. C. is recommending to awarding the contract to Southern Champions Construction., in the amount of \$521,840.00

### **Funding: Budgeted Line Item**

**Recommendation:** APPROVAL of the award to Southern Champions Construction., in the amount of \$521,840.00 based upon the bid and recommendation of T. R. Long Engineering, P. C. And, that City Council authorize the Mayor and City Manager to execute the contract documents awarding the contract to Southern Champions Construction.

### **ATTACHMENTS:**

- 2021-285 Bid Recommendation w bid tab (PDF)

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

October 9, 2022

Omar Senati-Martinez  
City of Port Wentworth  
7224 GA Highway 21  
Port Wentworth, Georgia 31407

Re: Pine Forest Sewer System Improvements  
TRL # 2021-285

Dear Mr. Senati-Martinez:

T. R. Long Engineering, P. C. prepared construction plans and bid documents for Pine Forest Sewer System Improvements. The work to be done consists of the installation of approximately 1,853 feet of 8" PVC gravity sewer and approximately 9 concrete manholes. The improvements to the Sewer System Improvements and portions of the gravity sewer will be completed by others.

Bids were opened for the above referenced project on October 6, 2022. As shown on the attached bid tabulation, one bid was received. The lowest responsible bidder is Southern Champions Construction, Inc. with a bid price of \$521,840.00. T. R. Long Engineering, P. C. recommends that The City of Port Wentworth enter into a contract with Southern Champions Construction, Inc. in the amount of \$521,840.00 plus a 10% contingency.

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

Sincerely,

  
Trent R. Long, P.E.

Attachment: 2021-285 Bid Recommendation w bid tab (2756 : Contract Award for the Pine Forest Sewer System Improvements Project

**BID TABULATION  
PINE FOREST SEWER SYSTEM IMPROVEMENTS  
FOR  
THE CITY OF PORT WENTWORTH**

				<b>SOUTHERN CHAMPIONS CONSTRUCTION</b>	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ITEM PRICE
1	Clearing and Grubbing	1	SUM	\$ 100,000.00	\$ 100,000.00
2	Connect to Existing Manhole	2	EA	\$ 4,000.00	\$ 8,000.00
3	Connect to Existing Sewer Stub-Out	2	EA	\$ 4,000.00	\$ 8,000.00
4	Concrete Manhole (0-6')	8	EA	\$ 10,000.00	\$ 80,000.00
5	Manhole Verticle Riser	6.3	FT	\$ 300.00	\$ 1,890.00
6	8" PVC Gravity Sewer				\$ -
a.	0-6' Cut	1,070	LF	\$ 115.00	\$ 123,050.00
b.	6-8' Cut	610	LF	\$ 115.00	\$ 70,150.00
c.	8-10' Cut	180	LF	\$ 115.00	\$ 20,700.00
7	8" x 4" WYE or TEE	20	EA	\$ 500.00	\$ 10,000.00
8	4" PVC Sewer Lateral	600	LF	\$ 50.00	\$ 30,000.00
9	Connect to Existing Service Lateral (Including Fittings)	20	EA	\$ 1,500.00	\$ 30,000.00
10	Silt Fence (Sensitive)	1,300	LF	\$ 2.50	\$ 3,250.00
11	Silt Fence (Non-Sensitive)	3,300	LF	\$ 2.00	\$ 6,600.00
12	Mulching	1.8	AC	\$ 1,500.00	\$ 2,700.00
13	Temporary Grassing	2	AC	\$ 1,000.00	\$ 2,000.00
14	Permanent Grassing	1.8	AC	\$ 2,000.00	\$ 3,600.00
16	Remove and Replace Wooden Privacy Fence	100	LF	\$ 10.00	\$ 1,000.00
17	Remove and Replace 4' Chain Link Fence	260	LF	\$ 15.00	\$ 3,900.00
18	Mobilization 3% Max	1	SUM	\$ 15,000.00	\$ 15,000.00
19	Checkdam Haybale	2	EA	\$ 500.00	\$ 1,000.00
20	Outlet Protection (ST)	20	SY	\$ 50.00	\$ 1,000.00
<b>GRAND TOTAL</b>					<b>\$ 521,840.00</b>

Bid Opening Date: October 6, 2022; 2:00 P.M.

I certify that this is a correct representation of the bids received.



Trent R. Long, PE

10/9/2022  
Date

Prepared by:

Michelle C Adams

T. R. Long Engineering, P.C.  
114 North Commerce Street  
Hinesville, Georgia 31313  
912-368-5664

Attachment: 2021-285 Bid Recommendation w bid tab (2756 : Contract Award for the Pine Forest Sewer System Improvements Project



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

**SCHEDULED**

Meeting: 11/07/22 07:00 PM  
Department: All  
Category: Agreement  
Prepared By: Zahnay Smoak  
Department Head: Steve Davis

13.C

**AGENDA ITEM (ID # 2761)**

DOC ID: 2761

## **Interim Operations and Maintenance for WWTP**

**Issue/Item:** Interim Agreement

**Background:** The City has suspended the operator of the WWTP and we need professional services to temporarily operate and maintain the WWTP, 17 lift stations, 3 wells and 2 water towers.

**Facts and Findings:** EOM is a full-scale public works operations, engineering, underground solutions, and industrial services firm focused on maintenance management.

**Funding:** \$69,898 monthly

**Recommendation:** Approve

**ATTACHMENTS:**

- Immediate Interim Water and Wastewater Operations Services\_Port Wentwort..\_ (002) (PDF)





October 25, 2022

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

Re: Immediate Interim Water and Wastewater Operations Services

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

EOM will facilitate full operations of the City's water pollution control plant, wastewater lift stations and water wells commencing on October 6<sup>th</sup>, 2022 through November 31<sup>st</sup> 2022.

- EOM will operate the Water Pollution Control Plant within the design capacity and capability so that effluent discharged from the facility meets the requirements specified in NPDES Permit No. GA0038814.
- EOM will operate the City's 17 lift stations within the design capacity and capability to ensure overflows are minimized.
- EOM will operate the City's 3 water wells and 2 towers within the design capacity and capability so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

## GENERAL ADDITION SCOPE

In addition EOM shall;

- Provide support services to the City with access to a regional workforce consisting of state licensed engineers, operators, and industrial mechanics.
- Provide cost tracking and recommendation for asset repair vs replacement during budget preparation.
- Ensure on-call staff is available to mobilize and respond in the event of an emergency.
- Maintain strict adherence to all safety regulations and industry standards.
- Perform all laboratory testing, sampling and reporting currently required by permits. Groundwater samples will be submitted on the City's behalf to the EPD's testing laboratory.





## CLARIFICATIONS

- This proposal includes direct labor, overhead related expenses and utilization of EOM vehicles for the services listed above. All expenditures associated with equipment purchases, repairs and maintenance, chemicals, facility upgrades, utilities, etc are excluded from the base fee and will be billed at cost plus fifteen percent (15%).
- Additional external laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.
- EOM shall not be liable for fines and civil penalties resulting from the current conditions of the facilities, rejection of recommended repairs or other events occurring prior to the approval of the services contained herein.

ESTIMATE	
Monthly Base Fee	
TOTAL:	\$69,898.00

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





## GENERAL CONDITIONS

### Compensation

All other compensation to EOM is due on receipt of EOM's invoice and payable within thirty (30) days. Owner shall pay EOM interest at an annual rate equal to five percent (5%) on all invoiced amounts outstanding and unpaid over fifteen (15) calendar days, such interest being calculated from the due date of the payment.

### Indemnity and Liability

EOM hereby agrees to indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from EOM's negligence, or negligent operations under this Agreement whether such negligence or negligent operation be by EOM or by any subcontractor of EOM

Owner, to the extent permitted by law and to the extent of its insurance coverage, agrees to indemnify and hold EOM harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct of EOM, its employees, or its subcontractors.

In no event shall either party, their contractors or subcontractors or their officers or employees, be liable for the other party's indirect or consequential damages, whether such liability arises in breach of contract or warranty, or tort, including negligence, strict or statutory liability, or any other theory of liability.

It is understood and agreed that, in seeking the services of EOM, Owner is requesting EOM to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend EOM from and against any and all claims, losses, damages, liability, and costs, including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of EOM's breach of services, or the negligence or willful misconduct of EOM, its employees or its subcontractors in the performance of services.

EOM's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity unless one or more of the following occurs: (1) Plant influent does not contain Adequate Nutrients to support operation of the facility's biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process(es) and facility; (2) discharges into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance; and (3) the flow, influent biochemical demand (BODs), and/or total suspended solids (TSS) exceeds the Plant's It is not part of EOM's scope to test for or eliminate waterborne bacteria or viruses except as required by current laws and regulations.

### Insurance

EOM shall provide Certificates of Insurance and list the Owner as "Additional Insured" except for Workers Compensation. Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed. Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000.00) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or -leased motor vehicles, including onsite and offsite operations. Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000.00) per





occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.

Owner will maintain the following insurances throughout the term, and shall provide EOM with Certificates of Insurance to demonstrate compliance with this provision: (1) Property Damage Insurance for all property, including Owner-supplied equipment, for the full fair market value of such property; (2) Liability Insurance for all equipment provided by Owner and operated by EOM under this Agreement. (Current list incorporated herein as Appendix B, as the same may be amended with the consent of both parties from time to time.)

Owner and EOM hereby waive any right of subrogation against the other for all coverages and policies of insurance required to be carried and further waive any claims against the other for all damages and claims covered under such insurance policies.

#### Force Majeure

EOM shall be liable for damages, delays or failure to perform its obligations if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the control due to any force majeure event or unforeseen occurrence. Should such event occur, the party declaring the event will notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure. "Force Majeure" means any event or condition including but not limited to (i) fire, flood, strike, acts of God, acts of public enemy, war blockage, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body ; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of EOM; (iv) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project

#### Jurisdiction

Services shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Superior Court of Chatham County.





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

**SCHEDULED**

**AGENDA ITEM (ID # 2760)**

Meeting: 11/07/22 07:00 PM  
Department: All  
Category: Ordinance  
Prepared By: Zahnay Smoak  
Department Head: Steve Davis

13.D

DOC ID: 2760

## **Fire Fee Schedule adding Container Yards**

**Issue/Item:** Fire Fees for container yards.

**Background:** The city currently does not charge fire fees on container yards. We only charge of the square feet of commercial and industrial structures. With the growth of the ports, the city has seen significant growth in industrial container yards.

**Facts and Findings:** These container yards contain both empty containers and those full of all types of freight. There is inherent fire risk and they need to pay similar rates that industrial warehouses pay. This new proposed fire fee schedule uses the same maximum rate of that as the warehouses.

**Funding:** New income of approximately \$300,000 for fire protection services.

**Recommendation:** Approve

**ATTACHMENTS:**

- Sec. 8-19. - Fire protection fees with container (DOCX)

• **Sec. 8-19. - Fire protection fees.**

There shall be collected annually from each commercial and industrial structure within the City of Port Wentworth Fire Protection district the following fees. These fees will be invoiced in July of each year and due by September 30 of each year. Failure to pay the fire prevention and protection utility fee by September 30 of the year will result in a twenty (20) percent late penalty. The minimum fee charged for commercial and industrial structures within the city limits shall be one hundred twenty dollars (\$120.00) and the minimum fee charged for outside the city limits but in the fire, district shall be three hundred dollars (\$300.00). Any commercial and industrial structure within the City of Port Wentworth Fire Protection district over 1,427,212 square feet shall be charged a maximum of fifty-four thousand dollars (\$54,000.00) annually. *Commercial Container Yards both within and outside of city limits will be charged a flat fee of five hundred dollars (\$500) per designated shipping container parking space. Any commercial shipping container yard within or outside the city limit will have a minimum fee of ten thousand dollars (\$10,000) annually and a maximum of fifty-four thousand dollars (\$54,000.00) annually.*

Fire District	Price per Square Foot
Inside City Limits	\$0.024708
Outside City Limits	\$0.037836
<i>Commercial Container yard</i>	<i>\$500/parking space</i>