



CITY OF PORT WENTWORTH

CITY COUNCIL

DECEMBER 1, 2022

Council Meeting Room

Regular Meeting

7:00 PM

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

- 1. CALL MEETING TO ORDER**
- 2. PRAYER AND PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL - CLERK OF COUNCIL**
- 4. APPROVAL OF AGENDA**
- 5. RECOGNITION OF SPECIAL GUESTS**
- 6. PUBLIC COMMENTS - REGISTERED SPEAKERS**
- 7. ELECTIONS & APPOINTMENTS**
- 8. ADOPTION OF MINUTES**
 - A. Regular Council Meeting Minutes - November 7, 2022
- 9. COMMUNICATIONS & PETITIONS**
 - A. Chamber of Commerce Update
- 10. COMMITTEE REPORTS**
- 11. CONSENT AGENDA**
- 12. UNFINISHED BUSINESS**
 - A. Fire Fee Schedule adding Container Yards
- 13. NEW BUSINESS**
 - A. Site Plan Review Application submitted by Nate Fuss, Bohler of behalf of Double Reverse, LLC., for PIN # 70037 02018 (150 Highway 30) for a General Development Site Plan to allow a RV / Boat Storage (Bespoke Port Wentworth) in a P-C-3 (Planned General Business) Zoning District
 - Public Hearing
 - Action
 - B. Site Plan Review Application submitted by Scott Monson, Thomas & Hutton on behalf of Port Wentworth SFR, LLC., for PIN # 7-0906-04-024 (Magnolia Blvd, Parcel 4 - A portion of Tract A1-1 of the Chisholm Tract) for a Specific Development Site Plan to allow a Single Family Rental Community in a M-P-O (Master Plan Overlay) Zoning District
 - Public Hearing
 - Action

- C. Subdivision Application submitted by Cody Rogers, P.E., EMC Engineering Services, Inc., on behalf of Forrest and William Floyd for PIN #'s: 70976 02003, 70976 02029, and 70976B01001B (Northwest Quadrant of the Intersection of Highway 21 and Highway 30) located in a R-A (Residential Agriculture) Zoning District for a Final Plat of a Major Subdivision (Floyd Property - 9.525 Acres) for the purpose of retail and other business development
 - Public Hearing
 - Action
- D. Zoning Map Amendment Application submitted by Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02003, a portion of 70976 02029 and a portion of 70976B01001B (Northwest intersection of Highway 21 and 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
- E. Purchase Rebuild of Wastewater Treatment Facility Effluent Pump and Motor with Goforth Williamson, Inc.
- F. Budget Amendment for The Year Ending 6/30/2023
 - Public Hearing
 - Action
- G. Redistricting
 - Public Hearing
 - Action
- H. Amendment to the Georgia Municipal Employees Benefit System, Defined Benefit Retirement Plan
 - Public Hearing
 - Action
- I. Impact Fees-1st Reading
 - 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 # 2770)

Meeting: 12/01/22 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

12.A

DOC ID: 2770

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)
- COPW - Ord - Fire Protection Fee (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>

ORDINANCE NO. O2022-XXX**STATE OF GEORGIA****COUNTY OF CHATHAM****CITY OF PORT WENTWORTH**

AN ORDINANCE TO AMEND THE FIRE PROTECTION FEES
OF THE CITY OF PORT WENTWORTH CODE OF ORDINANCES

WHEREAS, it is necessary from time to time to modify the City's ordinances; and

WHEREAS the Mayor and City Council is tasked with the authority to adopt and provide for such ordinances, resolutions, rules, and regulations which it deems necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, and well-being of the inhabitants of the City; and

WHEREAS, the City of Port Wentworth is granted the power of fire protection, to organize and operate a firefighting department; and

WHEREAS, the City of Port Wentworth desires to update its Fire Protection Fees to bring them into line with updated pricing and to include Commercial Container Yards in the fees; and

NOW, THEREFORE, that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

The Code of Ordinance, Chapter 8, Fire Prevention and Protection, Article I, In General, Section 19, Fire Protection Fees, is amended as follows:

- I. The entirety of Sec. 8-19 is repealed and replaced to read as follows:

Sec. 8-19 – Fire Protection Fees.

(a) 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.

(b) 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).

(c) 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.

(d) 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.

Table

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

- II. All laws and parts of laws in conflict with this Act are hereby repealed.
- III. This Ordinance shall become effective immediately upon its passage and adoption.

SO ORDAINED this the _____ day of _____, 2022.

Approved:

Gary Norton, Mayor

Attest:

Zahnay Smoak, City Clerk

First reading: _____ (date)

Second reading: _____ (date)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/01/22 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2762)

DOC ID: 2762

Site Plan Review Application submitted by Nate Fuss, Bohler of behalf of Double Reverse, LLC., for PIN # 70037 02018 (150 Highway 30) for a General Development Site Plan to allow a RV / Boat Storage (Bespoke Port Wentworth) in a P-C-3 (Planned General Business) Zoning District

Issue/Item: Site Plan Review Application submitted by Nate Fuss, Bohler of behalf of Double Reverse, LLC., for PIN # 70037 02018 (150 Highway 30) for a General Development Site Plan to allow a RV / Boat Storage (Bespoke Port Wentworth) in a P-C-3 (Planned General Business) Zoning District

Background: Currently the site is an undeveloped wooded parcel with existing wetlands permit in place and utility easements that run a portion of the property.

Facts and Findings: The Developer has proposed developing a class A Enclosed, Covered and Open Boat/RV storage facility and office. The site will be gated, fenced and have 24 hour monitoring/surveillance. Amenities will include a wash station, dump station, propane, ice, water, and compressed air for all customers to use/purchase. Access to the site will be an existing curb cut on Highway 30. The site will connect to City of Port Wentworth Water and sanitary sewer utilities. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Highway Commercial Interchange Area Character Area.

Funding: N/A

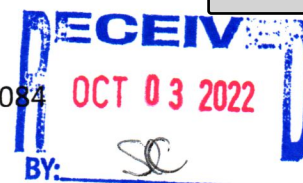
Recommendation: The Planning Commission will hear this application on Monday, November 14, 2022 at 3:30 PM. **/ UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO RECOMMEND TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- Bespoke RV-Boat STG 7-0037-02-018 G-Site Plan 2022-Full Application (PDF)
- Bespoke RV-Boat STG 7-0037-02-018 G-Site Plan 2022-Timeline (DOCX)

220501

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: 150 GA Hwy 30, Port Wentworth, GA

PIN #(s): 70037-02018

Zoning: P-C-3 General Business Estimated Cost of Construction: \$ TBD

Type of Construction: P-C-3 General Business

Project Name: Bespoke Port Wentworth

Applicant's Name: Nate Fuss - Bohler

Mailing Address: 211 Perimeter Center Pkwy NE, Suite 425, Atlanta, GA 30346

Phone #: 678-695-6800 Email: nfuss@bohlereng.com

Owner's Name (If Different from Applicant): Double Reverse, LLC

Mailing Address: 250 N. Orange Avenue, Suite 1500 Orlando, FL 32801

Phone #: 407-426-7702 Email: mike@bbdre.co

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

Nate Fuss

Applicant's Signature

9/30/2022

Date

DocuSigned by:

Mike

Owner's Signature (If Different from Applicant)

9/30/2022

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)

N/A ☐ 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 1/2" 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

Date

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00371636 10/06/2022 9:55 AM
OPER: KS TERM: 055
REF#: 10127

TRAN: 112.0000 BLDG PERMIT
220501 886.00CR
DOUBLE REVERSE
7-0037-02-018
DEV-SPR 886.00CR

TENDERED: 886.00 CHECK
APPLIED: 886.00-

CHANGE: 0.00

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Our intent is to bring a state of the art Class A Boat and RV facility to the gateway corridor. Providing a currently unmet need for the Port Wentworth, Pooler and Savannah MSA's.

Currently the site is an undeveloped wooded parcel with existing wetlands permit in place and utility easements that run a portion of the property. In our opinion, due to site constraints we are proposing what is the highest and best use for the site.

While meeting an unmet need to multiple communities, our use has a relatively low traffic impact to the surrounding community. Based on past traffic studies, our use for this size facility will generate approximately 50.7 trips a day of which approximately 6 trips will be generated during peak hours.

Current Site

- Access on Georgia Hwy 30
- Existing curb cut onto Hwy 30
- Site has 2 utility easements (gas and electric) and wetlands
- Most of the usable acreage is wooded
- The two neighboring touching parcels are both being developed as Hotels

Proposed Project

- We are planning on developing a class A Enclosed, Covered and Open Boat/RV storage facility
- The site will be gated, fenced and have 24 hour monitoring/surveillance
- Amenities will include a wash station, dump station, propane, ice, water, and compressed air for all customers to use/purchase.
- Other common supplies such as locks will be sold in the office
- No repairs or sales will be done on site
- Office being proposed is approx. 457 sf
- Rentals will be done either in person, online or through our call center
- Once construction begins we expect to be completed within 10-12 months of breaking ground

Unit Mix below

Units		Ct	Avg Size	Total RSF
12x20	Open	68	240	16,320
12x40	Open	40	480	19,200
14x30	Covered	39	420	16,380
14x35	Covered	39	490	19,110
14x30	Enclosed	36	420	15,120
14x40	Enclosed	116	560	64,960
14x50	Enclosed	65	700	45,500
Total		403	473	196,590

Name	Mailing Address	PIN
FRANK AND REITA'S LLC	1716 E HIGHWAY 80 BLOOMINGDALE GA 31302	70976 02030
FRANK & REITAS II LLC	1716 E HIGHWAY 80 BLOOMINGDALE GA 31302	70976 02031
FLOYD CHARLES LYNN	4092 GA HIGHWAY 119 S GUYTON GA 31312	70976 02032
FLOYD JUDY SIGLER	119 N CENTER ST WINDER GA 30680	70976 02033
BRADY-HOHNERLEIN COLLEEN LYNETTE	83 FALKLAND AVE PORT WENTWORTH GA 31407	70976 02034
WPB ESTATE MANAGEMENT LLC	4107 COLUMBIA ROAD AUGUSTA GA 30907	70037 02016
SHAYANAM, LLC	ATTN: HEMLATA PATEL, MANAGER 3758 US 17 RICHMOND HILL GA 31324	70037 02017
PADEREWSKI JULES B ET AL*	PO BOX 9087 SAVANNAH GA 31412	70976 02026
NEWPORT SQUARE HOMEOWNERS ASSOCIATION, L	120 COMMERCE COURT POOLER GA 31322	70976G01015
SIERRA INVESTMENT PROPERTIES,LLC	120 COMMERCE COURT POOLER GA 31322	70976G01007
JONES EDWINA	7 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A01004
HARDY CORLETTA	9 CORDAGE CIR PORT WENTWORTH GA 31407	70978A01005
RODRIGUEZ MIGUEL A	1318 195TH ST E SPANAWAY WA 98387-3407	70978A01006
RYC PROPERTIES LLC	7640B ABERCORN STREET SAVANNAH GA 31406	70978A01007
COE, JR. ROBERT C	15 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A01008
VINNY'S PROPERTIES, INC.	101 BREAKLANDS COURT PORT WENTWORTH GA 31407	70978A01009
SHOREY GILBERT II	19 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A01010
DAVIS NORMAN E & EVELYN L	139 COBBLETON DR RINCON GA 31326	70978A01011
BOYLE DENNIS M.	23 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A01012
LANE ROLONIA	100 S EFFINGHAM PLANTATION DR GUYTON GA 31312	70978A01013
BARRETT SCOTT J	418 LIONS DEN DR POOLER GA 31322-3810	70978A01014
DAVIS NORMAN E JR & EVELYN*	139 COBBLETON DR RINCON GA 31326	70978A01015
DAVIS NORMAN E JR & EVELYN*	139 COBBLETON DR RINCON GA 31326	70978A01016
SAMS MONICA G.	33 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A01017
MCCOY TERRY & RUBY JANIE*	35 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A01018
BIGHAM & OWENS KENNETH & SHANTELL	37 CORDAGE CIR PT WENTWORTH GA 31407	70978A01019
KNIGHT MONICA	826 COUNTY ROAD 1610 MARLOW OK 73055	70978A01020
SILVA CARLOS N.	41 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A01021
HARVEY AIKEN DISHON G	43 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A01022
BROWN JAMILA Y	12 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A06006
GORDON KAREN	10 CORDAGE CIR PORT WENTWORTH GA 31407	70978A06005
WELLS DEBRA A	3 BINNACLE LN PT WENTWORTH GA 31407	70978A06011
ANCRUM RONNIE L & BETTY A	1 BINNACLE LANE PT WENTWORTH GA 31407	70978A06012
RODAS DELFIA	2 BINNACLE LN PORT WENTWORTH GA 31407	70978A08007
CONNOR MARGARET J	40 MITCHELL AVE NEW BRUNSWICK NJ 08901	70978A08006
CAPERS SHANTEEN	3 HALYARD DR PT WENTWORTH GA 31407	70978A08013
PRIESTER DAVID	1 HALYARD DR PORT WENTWORTH GA 31407	70978A08014
SANCHEZ MARGARITA	PO BOX 4314 SAVANNAH GA 31407-4314	70978A10008
DERRINGER HOLLY C	4 HALYARD DR PORT WENTWORTH GA 31407	70978A10007
PICKETT CHRISTOPHER A & ANGEL L*	46 CORDAGE CIRCLE PT WENTWORTH GA 31407	70978A10015
BHATT KETAN H	44 CORDAGE CIRCLE PORT WENTWORTH GA 31407	70978A10016

Project Timeline

Project Number: 220501

Project Name: Bespoke RV-Boat STG 7-0037-02-018 G-Site Plan 2022

Applicant / Engineer: Nate Fuss - Bohler

Owner: Double Reverse, LLC

City Review Engineer:

- 10/03/2022 – Application received: Incomplete.
- 10/6/2022 – Application complete
- 10/12/2022 – scheduled for the November 2022 meetings.
- 10/21/2022 – public hearing notice letters mailed.
- 10/24/2022 – public hearing notice posted in Savannah Morning News
- 11/14/2022 – the Planning Commission voted unanimously to recommend approving the application.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/01/22 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2763)

DOC ID: 2763

Site Plan Review Application submitted by Scott Monson, Thomas & Hutton on behalf of Port Wentworth SFR, LLC., for PIN # 7-0906-04-024 (Magnolia Blvd, Parcel 4 - A portion of Tract A1-1 of the Chisholm Tract) for a Specific Development Site Plan to allow a Single Family Rental Community in a M-P-O (Master Plan Overlay) Zoning District

Issue/Item: Site Plan Review Application submitted by Scott Monson, Thomas & Hutton on behalf of Port Wentworth SFR, LLC., for PIN # 7-0906-04-024 (Magnolia Blvd, Parcel 4 - A portion of Tract A1-1 of the Chisholm Tract) for a Specific Development Site Plan to allow a Single Family Rental Community in a M-P-O (Master Plan Overlay) Zoning District

Background: The subject property is currently vacant woodland. There are no buildings or structures on the subject property. The general development plan for this project was approved during a regular City Council meeting on April 28, 2022.

Facts and Findings: The subject parcel is located on the east side of Highway 21 and at the south end of Magnolia Blvd. The site plan consist of 106 total rental units to be developed with the appearance of a detached single family subdivision, pool/clubhouse amenity area, and associated storm water detention and parking. The access will be off of Highway 21 using the same access as the Novare apartment development. This project complies with the current City of Port Wentworth 2021-2041 Comprehensive Plan. The site plan has received concurrence from City engineers, T.R. Long Engineering. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Open Space Character Area.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, November 14, 2022 at 3:30 P.M. / **UPDATE: THE PLANNING VOTED UNANIMOUSLY TO RECOMMEND TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- Novare Single Family Rental 7-0906-04-024 S-Site Plan 2022 - Application 7.8.22 (PDF)
- Novare Single Family Rental 7-0906-04-024 S-Site Plan 2022 - Timeline (DOCX)
- Novare Single Family Rental 7-0906-04-024 S-Site Plan 2022 - Concurrence Long 10.9.22 (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: Magnolia Blvd., Port Wentworth, GA 31407 (adjacent to Novare Multifamily & Village at Rice Hope)

PIN #(s): 7-0906-04-024 (Parcel 4 - A portion of Tract A1-1 of the Chisholm Tract)

Zoning: P-RIP Estimated Cost of Construction: \$ 18 Million

Type of Construction: Single Family Rental Community

Applicant's Name: Scott K. Monson - Thomas & Hutton

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

Phone #: 912-721-4132 Email: monson.s@tandh.com

Owner's Name (If Different form Applicant): Port Wentworth SFR, LLC


Mailing Address: 1545 Peachtree Street Suite 260, Atlanta, GA 30309

Phone #: 404-815-1234 Email: tandersen@novaregroup.com

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


 Applicant's Signature

7/8/2022
 Date


 Owner's Signature (If Different form Applicant)

7/6/22
 Date

Please see page 2 for required submittal checklist

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


Site Plan Review Application Submittal Checklist

Documentation below is required for a complete submittal.

- ☒ Signed and Completed Application
- ☒ 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☒ 15 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☒ 2 copies of hydrology reports (if applicable)
- ☒ Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- ☒ 1 8 ½" X 11" of site plan civil drawings or concept plan (depending on type of site plan)
- ☒ PDF of entire submittal (either flash drive or CD)
- ☒ 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

7/8/2022
 Date

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00361359 7/11/2022 1:33 PM
OPER: KS TERM: 055
REF#: 115371

TRAN: 112.0000 BLDG PERMIT
220376 886.00CR
PORT WENTWORTH SFR, LLC
PIN# 7-0906-04-024
DEV-SPR 886.00CR

TENDERED: 886.00 CHECK
APPLIED: 886.00-

CHANGE: 0.00

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TMS	Owner Name	Property Address	Owner Address (If different from Property Address)
7-0906-04-037	Rice Hope CJ LLC	100 Magnolia Blvd, Port Wentworth GA 31407	PO Box 450233, Atlanta, GA 31145-0233
7-0975-02-006	Birch Circle LLC	7514 Hwy 21, Port Wentworth GA 31407	514 S Main St, Hinesville, GA 31313-4355
7-0975-02-007	James Wood Industries LLC	7512 Hwy 21, Port Wentworth GA 31407	136 Post House Trl, Port Wentworth, GA 31322-9624
7-0975-02-008	Christian, Brenda Sue	Hwy 21, Port Wentworth GA 31407	6 Hasleifers Retreat, Savannah, GA 31411-3107
7-0975-02-009	Smith, Eric C.	7508 Hwy 21, Port Wentworth GA 31407	PO Box 2264, Rincon, GA 31326-2264
7-0975-02-010	Cheatham, Lula Ghyll Roberts	Hwy 21, Port Wentworth GA 31407	1595 Berkely Ave, North Baldwin, NY 11510-1635
7-0975-02-011	Wilson, David Johnson Edward	7500 Hwy 21, Port Wentworth GA 31407	2119 Biscayne Dr, Savannah, GA 31406-2801
7-0975-02-012	Johnson, Edward	Hwy 21, Port Wentworth GA 31407	2127 Mason Dr, Savannah, GA 31404-5652
7-0975-02-013	Fieldstone Group LLC	Hwy 21, Port Wentworth GA 31407	204 Wiley Bottom Rd, Savannah, GA 31411-1537
7-0975-02-014	Fieldstone Group LLC	Hwy 21, Port Wentworth GA 31407	204 Wiley Bottom Rd, Savannah, GA 31411-1537
7-0975-02-015	Fieldstone Group LLC	Hwy 21, Port Wentworth GA 31407	204 Wiley Bottom Rd, Savannah, GA 31411-1537
7-0906-04-075	BEP Rice Hope LLC	Hwy 21, Port Wentworth GA 31407	100 Lakeside Blvd, Port Wentworth, GA 31407-3391
7-0907-01-003	Exley, Thomas L	Hwy 21, Port Wentworth GA 31407	PO Box 1338, Rincon, GA 31326-1338
7-0907A-02-011	Jones, Carol D	22 Treadway St, Port Wentworth GA 31407	22 Treadway St, Port Wentworth GA 31407
7-0907A-02-010	Otto, James Paul	20 Treadway St, Port Wentworth GA 31407	20 Treadway St, Port Wentworth GA 31407
7-0907A-03-001	Mack, Evon	216 Black Creek Dr, Port Wentworth GA 31407	216 Black Creek Dr, Port Wentworth GA 31407
7-0907A-03-002	Edge, Melissa G	214 Black Creek Dr, Port Wentworth GA 31407	214 Black Creek Dr, Port Wentworth GA 31407
7-0907A-03-003	Robinson, Charles Jerome	112 Black Creek Dr, Port Wentworth GA 31407	112 Black Creek Dr, Port Wentworth GA 31407
7-0907A-03-004	Pelton, Joshua	110 Black Creek Dr, Port Wentworth GA 31407	110 Black Creek Dr, Port Wentworth GA 31407
7-0907A-07-012	Vogel, Brian R.	21 Treadway St, Port Wentworth GA 31407	21 Treadway St, Port Wentworth GA 31407
7-0907A-07-013	Chisholm, Pamela R.	19 Treadway St, Port Wentworth GA 31407	19 Treadway St, Port Wentworth GA 31407

Project Timeline

Project Number: 220376

Project Name: Novare Single Family Rental

Applicant / Engineer: Thomas & Hutton – Scott K. Monson

Owner: Port Wentworth SFR, LLC

City Review Engineer: TR Long

- 07/08/2022 – Application received: Complete
- 7/13/2022 – sent files to TR Long for review.
- 7/27/2022 – sent email to Scott Monson letting him know that this application would not be on the August 2022 meetings due to not having review comments for the project yet.
- 8/1/2022 – sent email to TR Long for review update.
- 8/11/2022 – received 1st review from TR Long. Forwarded to T&H.
- 9/6/22 – 1st resubmittal received from T&H. TR Long copied on email
- 10/3/22 – sent email for review update from TR Long.
- 10/4/22 – received 2nd comment letter from TR Long. Forwarded to T&H.
- 10/5/22 – received 2nd resubmittal from T&H. TR Long copied.
- 10/9/22 - received concurrence letter from TR Long.
- 10/11/22 – forwarded concurrence letter to T&H and informed them they would be scheduled for the November 2022 meetings.
- 10/21/2022 – public hearing notice letters mailed.
- 10/24/2022 – public hearing notice posted in Savannah Morning News
- 11/14/2022 – the Planning Commission voted unanimously to recommend approving the application.

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

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

Re: Site Development Plans
Novare Single Family
Port Wentworth, Georgia

Dear Mr. Harvey:

T. R. Long Engineering, P.C. has reviewed the revisions to the construction plans for the above referenced project. These plans were prepared by Thomas & Hutton revised October 5, 2022. The proposed plans generally meet the intent of the ordinances and guidelines governing construction in Port Wentworth.

Concurrence with the site plan 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's review of 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: 12/01/22 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2764)

DOC ID: 2764

Subdivision Application submitted by Cody Rogers, P.E., EMC Engineering Services, Inc., on behalf of Forrest and William Floyd for PIN #'s: 70976 02003, 70976 02029, and 70976B01001B (Northwest Quadrant of the Intersection of Highway 21 and Highway 30) located in a R-A (Residential Agriculture) Zoning District for a Final Plat of a Major Subdivision (Floyd Property - 9.525 Acres) for the purpose of retail and other business development

Issue/Item: Subdivision Application submitted by Cody Rogers, P.E., EMC Engineering Services, Inc., on behalf of Forrest and William Floyd for PIN #'s: 70976 02003, 70976 02029, and 70976B01001B (Northwest Quadrant of the Intersection of Highway 21 and Highway 30) located in a R-A (Residential Agriculture) Zoning District for a Final Plat of a Major Subdivision (Floyd Property - 9.525 Acres) for the purpose of retail and other business development

Background: There are currently three (3) existing parcels at this location which will be subdivided and recombined into five (5) proposed parcels. The five proposed parcels are described as follows:

- 1.) Parcel A: 3.847 acres created through a combination of a portion of PINs 70976 02029 and 70976 02003.
- 2.) Parcel B: (remaining lands of Floyd) 1.231 acres created as the "leftover" portion of 70976B01001B.
- 3.) Parcel C: (remaining lands of Floyd) 0.451 acres created as the "leftover" portion of 70976 02003.
- 4.) Outparcel 1: 2.840 acres created through a combination of a portion of PINs 70976 02003 and 70976B01001B
- 5.) Outparcel 2: 1.156 acres created through a combination of a portion of PINs 70976 02029 and 70976 02003.

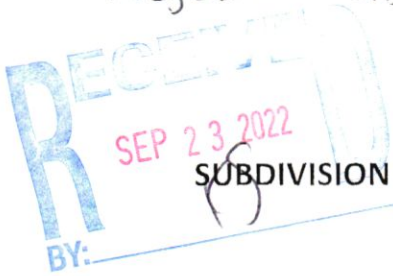
Facts and Findings: The application and submitted plat appears to meet the City requirements. When developed the developer intends on connecting to City of Port Wentworth water and sanitary sewer utilities.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, November 14, 2022 at 3:30PM. **/ UPDATE: THE PLANNING VOTED UNANIMOUSLY TO RECOMMEND TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- Parkers Hwy 21 & 30 RA F-PLAT Nov 2022-Application (PDF)
- Parkers Hwy 21 & 30 RA F-Plat Nov 2022-Letter of Intent (PDF)
- Parkers Hwy 21 & 30 RA F-Plat Nov 2022-Subdivision Narrative 11.7.22 (PDF)
- Parkers Hwy 21 & 30 R-A F-Plat Nov 2022-Timeline (DOCX)
- Parkers Hwy 21 & 30 RA F-Plat Nov 2022-Sub Plat-REV1 (signed) 11.3.22 (PDF)



SUBDIVISION APPLICATION FORM FOR THE CITY OF PORT WENTWORTH

Application Form Required

This application form is to accompany all subdivisions submitted for Port Wentworth Planning Commission review and is to be filled out in its entirety. Plats/subdivisions not accompanied by this application will not be accepted for processing. All subdivisions with their completed applications must be received by the City of Port Wentworth at least 45 business days prior to the Planning Commission meeting at which they are to be considered. Revisions to a subdivision under review by the Port Wentworth Planning Commission must be received 10 business days prior to the Port Wentworth Planning Commission at which each subdivision is scheduled to be heard.

Subdivision Name: Parkers - Highway 21 & 30	
Location: Northwest Quadrant of Intersection of Highway 21 & 30	
Number of Lots: 45 CR DB4	Number of Acres: 7.83
PIN #(s): 70976-02029 ; 70976-02003 ; 70976B01001B	Current Zoning: R-A (proposed C-3)

Type of Subdivision: (Check applicable blanks from each column)

A. <input type="checkbox"/> Sketch Plan	B. <input checked="" type="checkbox"/> Major Subdivision (4 or more lots or a new road)
<input type="checkbox"/> Master Plan	<input checked="" type="checkbox"/> Minor Subdivision (3 or less lots & no new road)
<input checked="" type="checkbox"/> Preliminary Plat	
<input checked="" type="checkbox"/> Final Plat	
<input type="checkbox"/> Revision to a Recorded Plat	

Access Road is not to be dedicated to the City

Purpose of Subdivision:

<input type="checkbox"/> Single Family	<input type="checkbox"/> Industrial
<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Institutional
<input checked="" type="checkbox"/> Retail	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Other Business	<input type="checkbox"/> Sign

Variances: (List all variances being requested)

Georgia DOT Review

In all applications in which property being subdivided lies along a State Highway or access is needed from a State Highway, all applicants are required to submit a plat to the Georgia Department of Transportation for review. The subdivision application will not be considered by the Port Wentworth Planning Commission until the Georgia Department of Transportation has commented on the subdivision. The comments must accompany the application.

Plat has been submitted, comments will be forwarded upon receipt

Previous Submittal

Has this tract of land being proposed for subdividing been submitted to the Port Wentworth Planning Commission under a different subdivision name?

Yes _____ No X _____

If yes, what name? _____

Date Submitted: _____ PWPC File No: _____

Number of Required Prints

All submittals, regardless of type, shall include **three (3) full size prints and fifteen (15) half size (11" x 17") prints**. Stamp must be in contrasting ink. Also, a **PDF** of the entire submittal is required on a flash drive or digital download link (**NO CD's**).

Statements as to Covenants / Deed Restrictions: (Check One)

☐ A copy of all existing deed restrictions or subdivision covenants applicable to this property are attached.
☒ There are no added restrictions or subdivision covenants on this property.

Contact Person (s): (Type or Print Legibly)

Engineer/Surveyor: EMC Engineering Services, Inc. C/O Cody Rogers, PE

Address: 1211 Merchant Way, Suite 201 City, State Zip: Statesboro, GA 30458

Phone #: 912-644-3219 Email: cody_rogers@emc-eng.com

Owner: Forrest Floyd & William Floyd

Address: 120 State Road 30 City, State Zip: Savannah, GA 31407

Phone # 912.657.9691 Email: w.floyd@comcast.net

Date: 09/21/2022

Please list all property owners that are within 250 feet of the parcel to be subdivided including those across the public right-of-way. Please include name, mailing address and PIN #.

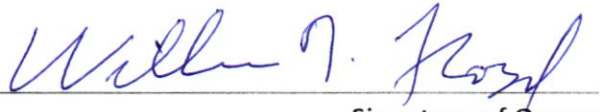
- 1.) Frank & Reita's LLC; 70976 02030; 134 Highway 30; 1716 E Highway 80, Bloomingdale, GA 31302
- 2.) Green Eddie Lee; 70976B01018 & 70976B01019; Highway 21; 7317 Highway 21, Port Wentworth, GA 31407
- 3.) Hunter Charles & Rosella; 70976B01001A; 7229 Highway 21, Port Wentworth, GA 31407
- 4.) Jones Rosella ET AL; 70976B01002; Augusta Road; 116 Village Lake Drive, Pooler, GA 31322
- 5.) Hunter Charles E ET AL; 70976B01011; Augusta Road; 7229 Highway 21, Port Wentworth, GA 31407
- 6.) Port City Car Wash, LLC.; 70037 02007; 38 Magellan Blvd.; 118 Pipemakers Circle, Suite 100, Pooler, GA 31322
- 7.) Double Reverse, LLC.; 70037 02006; 0 Magellan Blvd.; 250 N. Orange Avenue, Suite 1500, Orlando, FL 32801
- 8.) WPB Estate Management LLC.; 70037 02016; 0 Highway 21; 4107 Columbia Road, Augusta, GA 30907


Certifications:

1. I hereby certify that this proposed subdivision/plan does not violate any covenants or deed restrictions currently in effect for the property being subdivided.
2. I hereby certify that all taxes applicable to this property have been paid and that there are no delinquent taxes outstanding.
3. I hereby certify that I am the owner of the property being proposed for subdivision.
4. I hereby certify that all the information pertained in this application is true and correct.

ESTATE OF FRANK NEVILLE FLOYD

ESTATE OF FRANK NEVILLE FLOYD


AS CO-EXECUTOR OF THE ESTATE

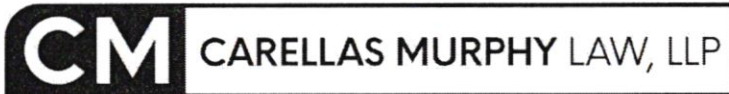

AS CO-EXECUTOR OF THE ESTATE

Comments: Place any pertinent comments you wish to make in the following space:

Submit this form with the proposed subdivision and any accompanying information to:

CITY OF PORT WENTWORTH
7306 HIGHWAY 21, SUITE 301
PORT WENTWORTH, GEORGIA 31407

UPDATED 1.21.2021



440 Silverwood Centre Drive
P.O. Box 2599 Rineon, GA, 31326
T: (912) 826-7100
F: (912) 826-9740

SCANNED
D. H. Smith
9-29-22

September 27, 2022

Parker's Kitchen
Attn: Daniel Ben-Yisrael
17 W. McDonough St.
Savannah, GA 31401

Re: Subdivision application and rezoning authorization form

Dear Daniel:

Enclosed are the original documents which were signed by Forrest Floyd and William Floyd.

Sincerely,

CARELLAS MURPHY LAW, LLP
By Theodore T. Carellas, P.C.

Janelle W. Drawdy
Legal Assistant

/jwd
Enclosures

Attachment: Parkers Hwy 21 & 30 RA F-PLAT Nov 2022-Application (2764 : Subdivision Application FINAL PLAT Floyd Property Parkers NOV

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.

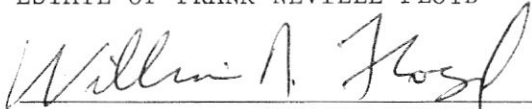
I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: Drayton-Parker Companies, LLC C/O Daniel Ben-Yisrael

Address: 17 W. McDonough Street, Savannah, GA 31401

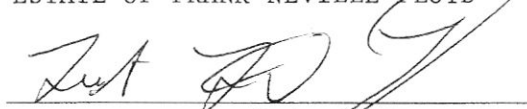
Telephone Number: 912-677-0593

ESTATE OF FRANK NEVILLE FLOYD



Signature of Owner WILLIAM NEVILLE FLOYD
AS CO-EXECUTOR OF THE ESTATE

ESTATE OF FRANK NEVILLE FLOYD

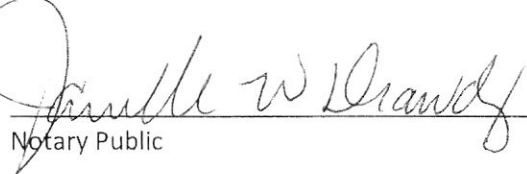


Signature of Owner FRANK FORREST FLOYD
AS CO-EXECUTOR OF THE ESTATE

Personally appeared before me

William Neville Floyd and Frank Forrest Floyd

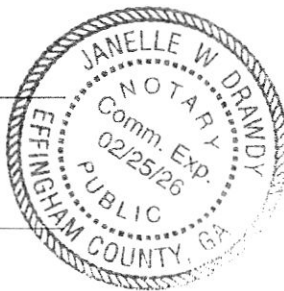
who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.



Notary Public

9/22/22

Date



CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00371557 10/04/2022 10:55 AM
OPER: KS TERM: 055
REF#: 1111

TRAN: 112.0000 BLDG PERMIT
220494 621.00CR
FLOYD, WILLIAM
7097602029
I-SUBDIV 621.00CR

TENDERED: 621.00 CHECK
APPLIED: 621.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 28, 2022

The Parker Companies
Daniel Ben-Yisrael
Real Estate Development Manager 17 W.
McDonough St.
Savannah, GA 31401

Re: Commercial Driveway Letter of Intent; SR21 and SR30; Chatham County; Mile Post 15.50 (SR21) and Mile Post 3.41 (SR30)

The Department has reviewed the proposed conceptual drawing submitted to this office requested by The Parker Companies, regarding the request for a Commercial Driveway Permit. The Department agrees to allow one right in / right out only commercial drive located on SR 21 at approximately M.P. 15.50 and an access point located on SR 30 at approximately M.P. 3.41, as depicted on the attachment, that conforms to the current Georgia Department of Transportation Requirements. In addition, the Department will determine if any additional improvements are required once an official set of plans and all required documents are submitted for review and approval

Please be advised the agreement detailed in this letter will expire 1 year from the above date. Submittal and review of your final plans will be required before a permit can be issued for the proposed work. For further assistance, please contact Bryan Hillyard at 912-530-4465, or mail at Georgia Department of Transportation, Attention Bryan Hillyard, 204 N. Hwy. 301 Jesup, GA 31546.

Sincerely,

FOR: Troy Pittman, P.E.
District Engineer

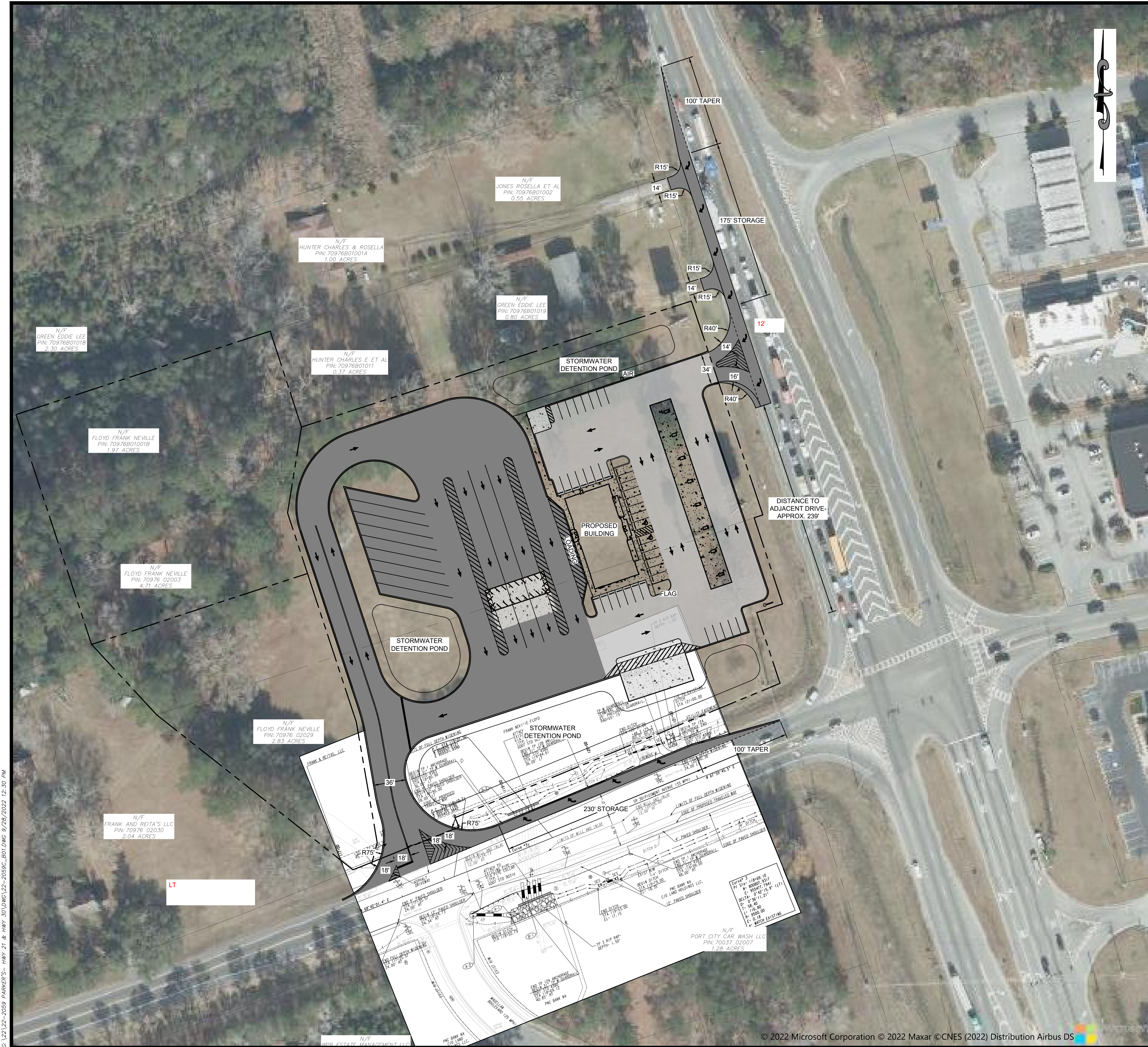
A handwritten signature in blue ink, appearing to read "Joseph Capello", is written over a horizontal line.

BY: Joseph Capello, P.E.
District Traffic Engineer

Attachments
JRC:DBB:BTH

cc: Randy Rhodes, Area Engineer, Chatham
John Kent, Area Permit Inspector

Attachment: Parkers Hwy 21 & 30 RA F-Plat Nov 2022-Letter of Intent (2764 : Subdivision Application FINAL PLAT Floyd Property Parkers NOV



VICINITY MAP
NOT TO SCALE

GDOT COMMERCIAL DRIVEWAY NOTES:
OWNER / APPLICANT:
THE PARKER'S COMPANIES- DANIEL BEN-YISRAEL
17 W. MCDONOUGH ST., SAVANNAH, GA 31401
(912) 677-0593 (dbenyisrael@parkersav.com)

ENGINEER / PLAN PREPARER:
EMC ENGINEERING SERVICES, INC.; CODY P. ROGERS, PE
1211 MERCHANT WAY, SUITE 201, STATESBORO, GEORGIA 30458
(912) 644-3219 (cody_rogers@emc-eng.com)

SITE INFORMATION:
LOCATION: GA STATE ROUTE 21 & GA STATE ROUTE 30
PROPERTY AREA: 8.00 ACRES
ROAD NAME (STATE ROUTE) : TOM TRIMPLETT PKWY (GA STATE ROUTE 21)
POSTED SPEED LIMIT: HWY 21- 45 MPH
FUNCTIONAL CLASS: HWY 21- PRINCIPAL ARTERIAL
ANNUAL AVERAGE DAILY TRAFFIC: HWY 21- 29,100 (2021 DATA FROM GDOT STATION ID 051-0112)
PERCENT TRUCKS: HWY 21- 14% (2021 DATA FROM GDOT STATION ID 051-0307)

TRIP GENERATION:
A TRAFFIC IMPACT ANALYSIS WILL BE PERFORMED UNDER THE SCOPE OF THIS PROJECT.
ROADWAY IMPROVEMENTS WILL BE IMPLEMENTED AS RECOMMENDED IN THE TIA.

STORMWATER:
SITE DOES NOT INCREASE RUNOFF BY MORE THAN 1-CFS INTO STATE RAW. SITE WILL NOT HAVE ANY ADVERSE EFFECT UPSTREAM, DOWNSTREAM, OR ON THE STATE R/W.

GDOT MARKING NOTES:

- ALL PAVEMENT MARKINGS INSTALLED ON ASPHALT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE THERMOPLASTIC MATERIAL; HIGH CONTRAST TAPE SHALL BE INSTALLED ON CONCRETE.
- LANE LINES ARE GENERALLY 5" (WHITE).
- STOP LINES SHOULD BE 24" (WHITE).
- CENTER LINES SHOULD BE 5" DOUBLE YELLOW.
- DECELERATION LANES SHOULD HAVE TURN ARROWS (TP-2) SPACED EVERY 50 FEET.
- NEW CONSTRUCTION SHOULD INSTALL 5" WHITE EDGE LINES, INCLUDING AT NEW CURB & GUTTER.
- RAISED PAVEMENT MARKERS - TYPE 3 (RPMs) SHALL BE INSTALLED FOR ALL NEW CONSTRUCTION ON ROADWAYS WITH EXISTING RPMs.

SPECIAL NOTES:

- DURING CONSTRUCTION, WORK WILL BE PERFORMED IN SUCH A MANNER AS TO PERMIT TRAFFIC TO OPERATE WITH THE LEAST AMOUNT OF INCONVENIENCE POSSIBLE. ADDITIONAL CHANNELIZATION & SIGNAGE SHALL BE INSTALLED, AS DIRECTED BY THE ENGINEER, TO ALLOW TRAFFIC TO FLOW AS FREELY AS POSSIBLE.
- ALL SIGNAGE AND MARKING SHALL BE PER GDOT STANDARDS AND THE M.U.T.C.D.

NOTES:

- TOP 12" OF SUBGRADE TO BE MIXED IN PLACE AND COMPACTED TO 98% MAXIMUM DRY DENSITY.
- BASE MATERIAL TO MEET THE FOLLOWING SPECIFICATIONS & RELATED REFERENCES TO GDOT SPECIFICATIONS, LATEST EDITION. TO BE COMPACTED TO 98% MAXIMUM DRY DENSITY.
- SECTION 814 FOR SOIL BASE MATERIALS
- SECTION 815 FOR GRADED AGGREGATE BASE
- SECTION 816 FOR SOIL AGGREGATE BASES
- THE CONTRACTOR SHALL PROVIDE COMPACTION TEST AND SOIL ANALYSIS TEST RESULTS FROM AN APPROVED TESTING LABORATORY.

GEORGIA DOT
ASPHALT PAVEMENT SECTION

NO SCALE

REVISION HISTORY

NO.	REVISION DESCRIPTION	DATE

EMC ENGINEERING SERVICES, INC.

1211 Merchant Way, Suite 201
Statesboro, GA 30458
Ph: (912) 764-7022
Fax: (912) 233-4580
statesboro@emc-eng.com
www.emc-eng.com

CIVIL
MARINE
ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

PROJECT NO.: 22-2059

DRAWN BY: KES

DESIGNED BY: KES

SURVEYED BY: -

SURVEY DATE: -

CHECKED BY: CPR

SCALE: 1" = 50'

DATE: 09/28/2022

SHEET 1

OF 1

G:\22-2059 PARKER'S- HWY 21 & HWY 30.DWG 22-2059C_001.DWG 9/28/2022 12:30 PM

Attachment: Parkers Hwy 21 & 30 RA F-Plan Nov 2022-Letter of Intent (2764 : Subdivision Application FINAL PLAT Floyd Property Parkers NOV 22)

© 2022 Microsoft Corporation © 2022 Maxar ©CNES (2022) Distribution Airbus DS

22-2059 Parkers – Highway 21 & 30, Port Wentworth

The following narrative describes in detail the proposed subdivision at the northwest corner of the intersection of Highway 21 & Highway 30.

There are currently three (3) existing parcels at this location which will be subdivided and recombined into five (5) proposed parcels following the subdivision approval.

The three existing parcels are:

- 1.) PIN: 70976 02029 N/F Frank Neville Floyd (PB 41S, PG 29) (DB 351N, PG 612)
- 2.) PIN: 70976 02003 N/F Frank Neville Floyd (PB Q, PG 88)
- 3.) PIN: 70976B01001B N/F Frank Neville Floyd (PB 25P, PG 10) (DB 250W, PG 721)

The five proposed parcels are described as follows:

- 1.) Parcel A: 3.847 acres created through a combination of a portion of PINs 70976 02029 and 70976 02003.
- 2.) Parcel B: (remaining lands of Floyd) 1.231 acres created as the "leftover" portion of 70976B01001B.
- 3.) Parcel C: (remaining lands of Floyd) 0.451 acres created as the "leftover" portion of 70976 02003.
- 4.) Outparcel 1: 2.840 acres created through a combination of a portion of PINs 70976 02003 and 70976B01001B
- 5.) Outparcel 2: 1.156 acres created through a combination of a portion of PINs 70976 02029 and 70976 02003.

The above labeled parcels can be seen graphically on the subdivision plat prepared by EMC Engineering Services, Inc. on 11/03/2022.

Project Timeline

Project Number: 220494

Project Name: Parkers Hwy 21 & 30 RA F-Plat

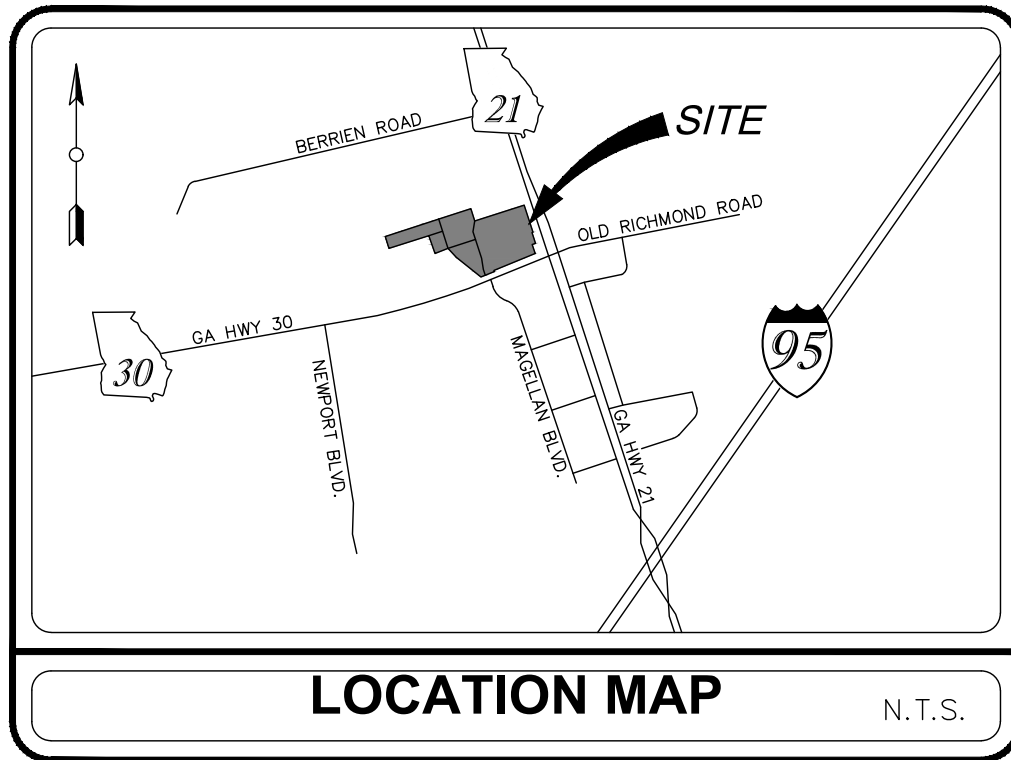
Applicant / Engineer: EMC Engineering Services

Owner: William & Forrest Floyd

City Review Engineer: N/A – Staff Review

- 09/23/2022 – Subdivision Application received
- 10/12/2022 – sent 1st review of plat to Cody Rogers (EMC)
- 10/21/2022 – public hearing notice letters mailed.
- 10/24/2022 – public hearing notice posted in Savannah Morning News
- 11/4/2022 – received revised plat.
- 11/14/2022 – the Planning Commission voted unanimously to recommend approving the application.

THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERKS FILING INFORMATION



NO.	REVISION DESCRIPTION	DATE
1	REVISE SUBDIVISION & EASEMENT LINE	9/28/22
2	CORRECT ACRES & SIGNATURE LINES	10/12/22
3	REVISE LOT LINES (PARCEL A, OP 1 & OP 2)	11/03/22

EMC ENGINEERING SERVICES, INC.

PO Box 2086
1211 Merchant Way, Suite 201
Statesboro, GA 30488
Ph: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com

CIVIL MARINE ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA

RECOMBINATION AND SUBDIVISION PLAT

FLOYD PROPERTY - 9.525 ACRES

8th G.M. DISTRICT

CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

Prepared for:
DRAYTON PARKER COMPANIES

PROJECT NO.:	22-2059
DRAWN BY:	WPPW/WEC
DESIGNED BY:	
SURVEYED BY:	NCH
SURVEY DATE:	9/23/2022
CHECKED BY:	WPPW
SCALE:	1" = 50'
DATE:	9/23/2022

SHEET
1
OF 1

SURVEY NOTES

- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
- Basis of Bearings, Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was an eGPS 20TL GNSS receiver [RTK Accuracy (Horizontal: 8mm + 1ppm RMS) (Vertical: 15mm + 1ppm RMS)] with a Carlson RT3 data collector receiving RTK corrections via a Verizon Jetpack MiFi 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected measurements from a Trimble VRS Real Time Network operated by eGPS Solutions, Inc.
- All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Chatham County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by EMC Engineering Services, Inc. and are not guaranteed as to accuracy or completeness.
- Locations are located only where dimensioned.
- This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13051C0030G; Effective Date: August 16, 2018. This determination is based on lines taken digitally from <http://hazards-fema.maps.arcgis.com>, and have not been verified in the field by EMC Engineering Services, Inc.
- No person may copy, reproduce, distribute or alter this plat in whole or in part without the written permission of EMC Engineering Services, Inc.
- The term "Certification" as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and is not a guarantee or warranty, either expressed or implied.
- This survey is valid only if print has the original signature of the surveyor.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
- All wetlands are under the jurisdiction of the U.S. Army Corps. of Engineers and/or the State of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without proper permit application and approval.

SURVEY DATA	
Parcel A:	3.847 Acres (167,579 Square Feet)
Outparcel 1:	2.840 Acres (123,725 Square Feet)
Outparcel 2:	1.156 Acres (50,340 Square Feet)
Parcel B:	1.231 Acres (53,627 Square Feet)
Parcel C:	0.451 Acres (19,659 Square Feet)
Total Area:	9.525 Acres (414,930 Square Feet)

Plat Closure: 1 in 1,273,168
Field Precision: This entire survey was completed using GPS Base and Rover, Real Time Kinematic, surveying methods using multi-frequency receivers. The field data for this boundary survey has a Relative Positional Accuracy of 0.06 feet or less, horizontally at the 95% confidence level.
Equipment used: Carlson CR2+ Robotic Total Station
Field Work Completed on: September 23, 2022
Carlson BRx6 GNSS GPS/eGPS Network

REFERENCES		
PB 75, PG 34	PB 12P, PG 148B	PB 25, PG 10
PB 41S, PG 29	PB Q, PG 88	DB 1250W, PG 721

SURVEYORS CERTIFICATION



As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Wesley P. Weitzman
GA REG. L. S. NO. 3343

11/3/2022
DATE

LEGEND

PROPERTY BOUNDARY	---	POINT OF BEGINNING	P.O.B.
ADJACENT PROPERTY LINE	---	PROPERTY ID NUMBER	PIN
FORMER PROPERTY LINE	---	NOW OR FORMERLY	N/F
METES AND BOUNDS	N 47°45'54" E - 497.06'	RIGHT-OF-WAY	R/W
TAG LABEL	L# or C#	PLAT BOOK	PB
5/8" IRON REBAR FOUND	○ 5/8" RBF	DEED BOOK	DB
RIGHT-OF-WAY MONUMENT FOUND	□ RWMF	PAGE	PG
5/8" IRON REBAR SET W/CAP	● RBS	NOT TO SCALE	N.T.S.
MEANDER POINT	○		

CERTIFICATE OF DEDICATION

ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED.

OWNER _____ DATE _____

CERTIFICATE OF APPROVAL

APPROVED BY THE MAYOR AND COUNCIL, CITY OF PORT WENTWORTH

MAYOR _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	S22° 13' 35"E	11.19
L2	S72° 08' 50"W	10.09
L3	S71° 51' 49"W	30.00
L4	N14° 27' 29"E	22.00

CURVE TABLE				
CURVE #	BEARING	CHORD	RADIUS	ARC
C1	N26° 55' 51"E	60.65	43.00	67.32
C2	N63° 04' 09"W	39.70	28.00	44.13



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/01/22 07:00 PM
Department: Development Services
Category: Ordinance
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2765)

DOC ID: 2765

Zoning Map Amendment Application submitted by Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02003, a portion of 70976 02029 and a portion of 70976B01001B (Northwest intersection of Highway 21 and 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 Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02003, a portion of 70976 02029 and a portion of 70976B01001B (Northwest intersection of Highway 21 and 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 and open area.

Facts and Findings: The total amount of property to be rezoned is 7.83 acres. The applicant is requesting to rezone for a commercial development that will include a fuel station / Convenience Store and two outparcels. The project will also include associated parking, and drainage. The proposed access will be on Highway 30 and the Highway 21. The Developer intends to connect to City of Port Wentworth water and sanitary sewer utilities. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Rural Neighborhood Character Area.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, November 14, 2022 at 3:30 PM. / **UPDATE: THE PLANNING VOTED 5-1 TO RECOMMEND TO DENY THE APPLICATION.**

ATTACHMENTS:

- ZMA Parkers Kitchen Gas Station RA to PC3 2022-Full Application (PDF)
- ZMA Parkers Kitchen Gas Station RA to PC3 2022-Timeline (DOCX)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Drayton Parker Companies C/O Daniel Ben-Yisrael Phone # 912-677-0593

Mailing Address: 17 W. McDonough Street, Savannah, GA 31401

Property Owner: Floyd Frank Neville Phone # _____

Use back if more than one owner

Owner Address: 120 State Road 30, Port Wentworth, GA 31407

PIN #(s): 70976-02029; 70976-02003; 70976B01001B # of Acres ~~6.99~~ 7.83

Zoning Classification: Present R-A Requested C-3

Use of Property: Present Undeveloped Field Requested Gas Station

X 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?)

- These properties combine to create the northwest quadrant of the intersection of Highway 21 & 30
 The uses to the east, west and south are all commercial and include 1.) The City of Port Wentworth
 2.) CVS Pharmacy 3.) Car Wash 4.) Coastal Nursery & Landscape Supply
 The proposed rezoning would not be in conflict with adjacent zonings or uses in these areas.

Attach the following documents:

- Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
- Name, PIN #, property address and mailing address of property owners withing 250 feet of this property.
- 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.
- 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.
- Disclosure of Campaign Contributions and Gifts form. N/A
- Disclosure of Financial Interests form N/A
- If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
- 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
26 day of SEP, 2022.

Brandon C. Parker
 Notary Public

[Signature]
 Signature of Applicant

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Reference: Application filed on 9/26/22, 20 22, to rezone real property described as follows:

N/A

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.

N/A

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

26 day of SEP, 20 22.

Signature of Applicant

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.

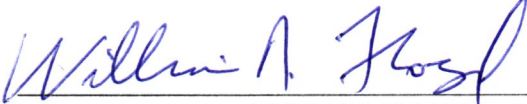
I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: Drayton-Parker Companies, LLC C/O Daniel Ben-Yisrael

Address: 17 W. McDonough Street, Savannah, GA 31401

Telephone Number: 912-677-0593

ESTATE OF FRANK NEVILLE FLOYD



Signature of Owner WILLIAM NEVILLE FLOYD
AS CO-EXECUTOR OF THE ESTATE

ESTATE OF FRANK NEVILLE FLOYD

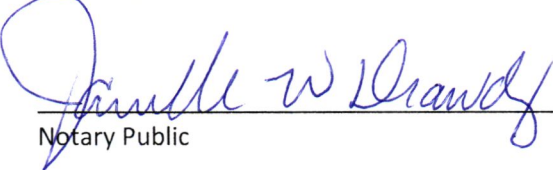


Signature of Owner FRANK FORREST FLOYD
AS CO-EXECUTOR OF THE ESTATE

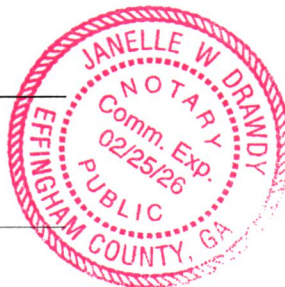
Personally appeared before me

William Neville Floyd and Frank Forrest Floyd

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


Notary Public

9/22/22
Date



22-2059 Parkers – Highway 21 & 30, Port Wentworth

Adjacent property owners within 250' of property boundaries:

- 1.) Frank & Reita's LLC; 70976 02030; 134 Highway 30; 1716 E Highway 80, Bloomingdale, GA 31302
- 2.) Green Eddie Lee; 70976B01018 & 70976B01019; Highway 21; 7317 Highway 21, Port Wentworth, GA 31407
- 3.) Hunter Charles & Rosella; 70976B01001A; 7229 Highway 21, Port Wentworth, GA 31407
- 4.) Jones Rosella ET AL; 70976B01002; Augusta Road; 116 Village Lake Drive, Pooler, GA 31322
- 5.) Hunter Charles E ET AL; 70976B01011; Augusta Road; 7229 Highway 21, Port Wentworth, GA 31407
- 6.) Port City Car Wash, LLC.; 70037 02007; 38 Magellan Blvd.; 118 Pipemakers Circle, Suite 100, Pooler, GA 31322
- 7.) Double Reverse, LLC.; 70037 02006; 0 Magellan Blvd.; 250 N. Orange Avenue, Suite 1500, Orlando, FL 32801
- 8.) WPB Estate Management LLC.; 70037 02016; 0 Highway 21; 4107 Columbia Road, Augusta, GA 30907

22-2059 Parkers – Highway 21 & 30, Port Wentworth

The following narrative describes in detail the proposed subdivision at the northwest corner of the intersection of Highway 21 & Highway 30.

There are currently three (3) existing parcels at this location which will be subdivided and recombined into five (5) proposed parcels following the subdivision approval.

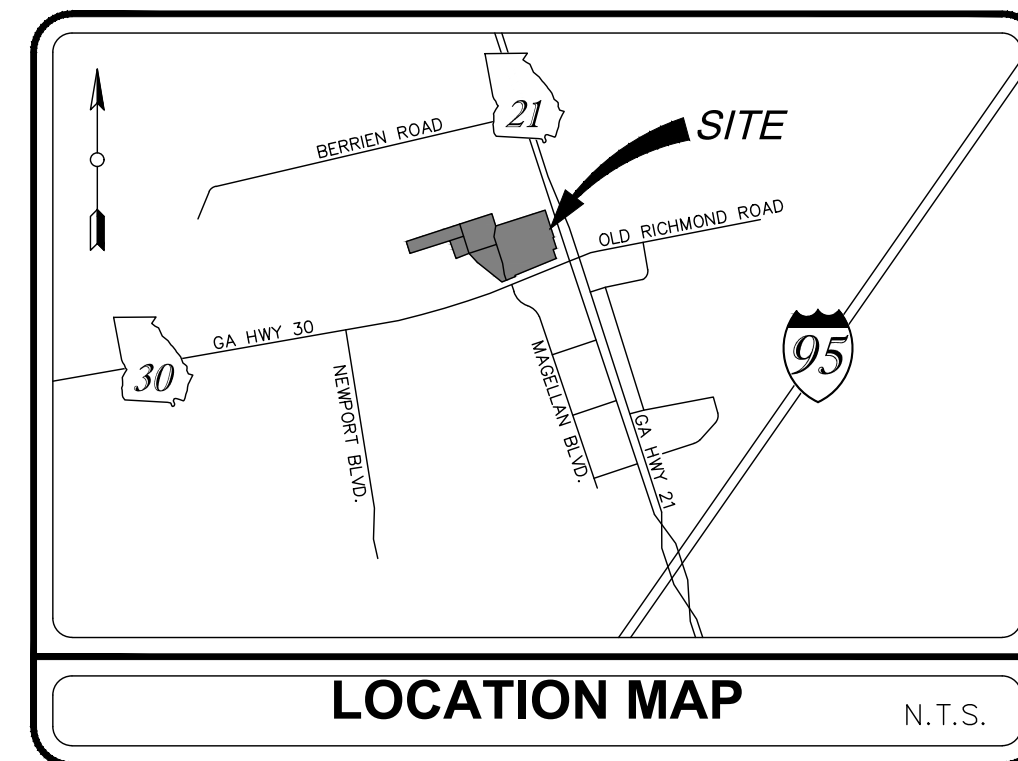
The three existing parcels are:

- 1.) PIN: 70976 02029 N/F Frank Neville Floyd (PB 41S, PG 29) (DB 351N, PG 612)
- 2.) PIN: 70976 02003 N/F Frank Neville Floyd (PB Q, PG 88)
- 3.) PIN: 70976B01001B N/F Frank Neville Floyd (PB 25P, PG 10) (DB 250W, PG 721)

The five proposed parcels are described as follows:

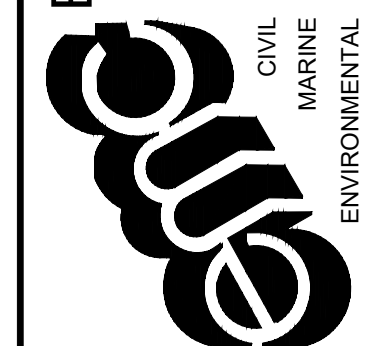
- 1.) Parcel A: 3.847 acres created through a combination of a portion of PINs 70976 02029 and 70976 02003.
- 2.) Parcel B: (remaining lands of Floyd) 1.231 acres created as the "leftover" portion of 70976B01001B.
- 3.) Parcel C: (remaining lands of Floyd) 0.451 acres created as the "leftover" portion of 70976 02003.
- 4.) Outparcel 1: 2.840 acres created through a combination of a portion of PINs 70976 02003 and 70976B01001B
- 5.) Outparcel 2: 1.156 acres created through a combination of a portion of PINs 70976 02029 and 70976 02003.

The above labeled parcels can be seen graphically on the subdivision plat prepared by EMC Engineering Services, Inc. on 11/03/2022.

THIS BOX IS RESERVED FOR THE SUPERIOR
COURT CLERKS FILING INFORMATION

NO.	REVISION DESCRIPTION	DATE
1	REVISE SUBDIVISION & EASEMENT LINE	9/28/22
2	CORRECT ACRES/SIGNATURE LINES	10/12/22
3	REVISE LOT LINES (PARCEL A, OP 1 & OP 2)	11/03/22

EMC ENGINEERING
SERVICES, INC.

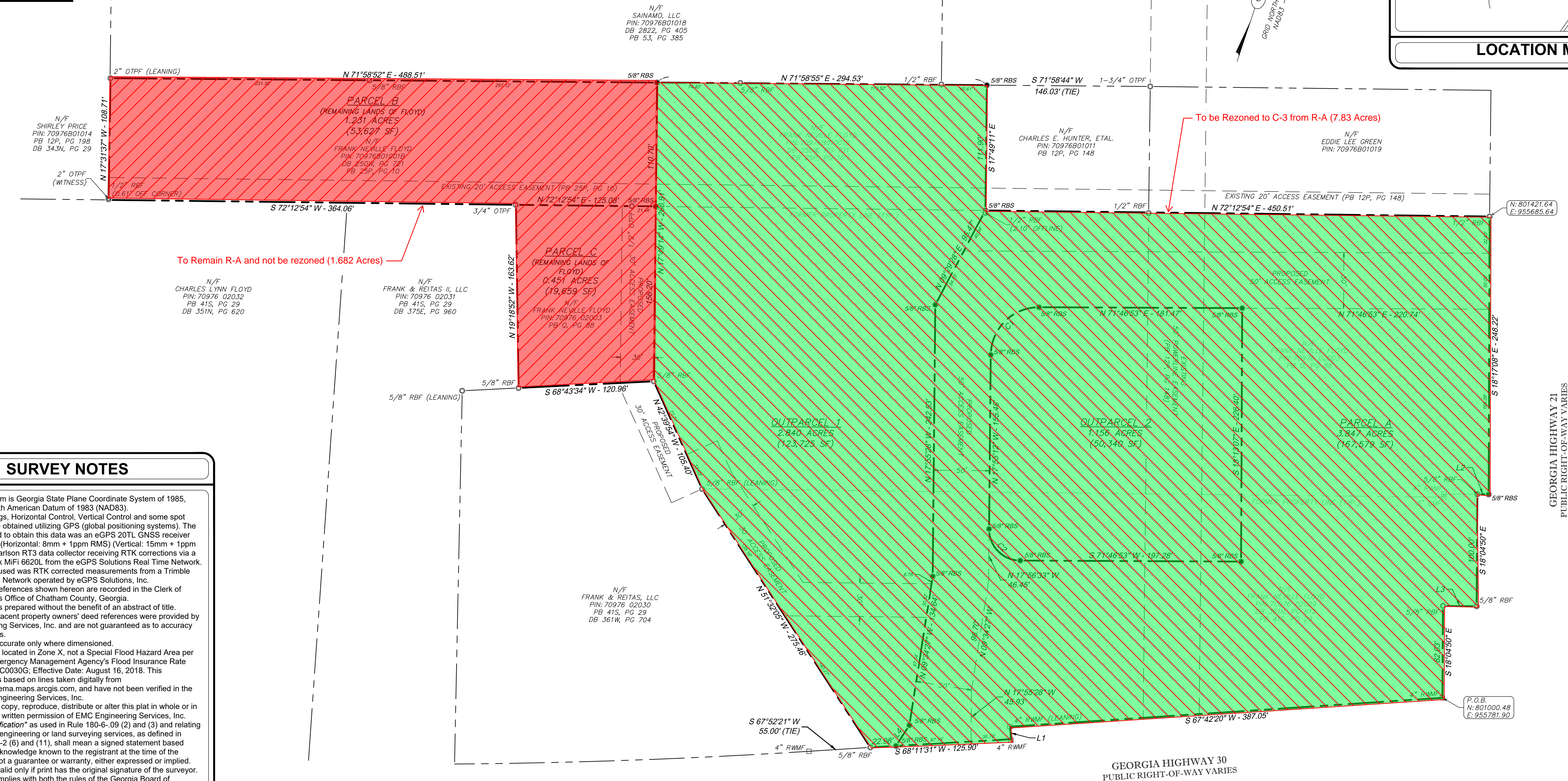


RECOMBINATION AND SUBDIVISION PLAT
FLOYD PROPERTY - 9.525 ACRES
8th G.M. DISTRICT
CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

Prepared for:
DRAYTON PARKER COMPANIES

PROJECT NO.: 22-2059
DRAWN BY: WPPW/WEC
DESIGNED BY: NCH
SURVEYED BY: 9/23/2022
CHECKED BY: WPPW
SCALE: 1" = 50'
DATE: 9/23/2022

SHEET
1
OF 1



SURVEY NOTES

- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
- Basis of Bearings: Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was an eGPS 20TL GNSS receiver [RTK Accuracy (Horizontal: 8mm + 1ppm RMS) (Vertical: 15mm + 1ppm RMS)] with a Carlson RT3 data collector receiving RTK corrections via a Verizon Jetpack MiFi 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected measurements from a Trimble VRS Real Time Network operated by eGPS Solutions, Inc.
- All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Chatham County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by EMC Engineering Services, Inc. and are not guaranteed as to accuracy or completeness.
- Locations are located only where dimensioned.
- This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13051C0030G; Effective Date: August 16, 2018. This determination is based on lines taken digitally from <http://hazards-fema.maps.arcgis.com>, and have not been verified in the field by EMC Engineering Services, Inc.
- No person may copy, reproduce, distribute or alter this plat in whole or in part without the written permission of EMC Engineering Services, Inc.
- The term "Certification" as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and is not a guarantee or warranty, either expressed or implied.
- This survey is valid only if print has the original signature of the surveyor.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
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Outparcel 2:	1.156 Acres (50,340 Square Feet)
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Parcel C:	0.451 Acres (19,659 Square Feet)
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Field Precision: This entire survey was completed using GPS Base and Rover, Real Time Kinematic, surveying methods using multi-frequency receivers. The field data for this boundary survey has a Relative Positional Accuracy of 0.06 feet or less, horizontally at the 95% confidence level.

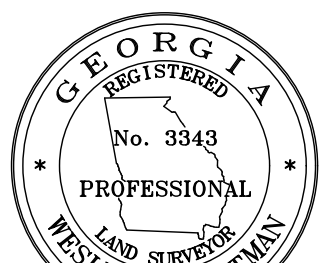
Equipment used: Carlson CR2+ Robotic Total Station
Carlson BRx6 GNSS GPS/eGPS Network

Field Work Completed on: September 23, 2022

REFERENCES

PB 75, PG 34	PB 12P, PG 148B	PB 25, PG 10
PB 41S, PG 29	PB Q, PG 88	DB 1250W, PG 721

SURVEYORS CERTIFICATION



As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Wesley P. Weitzman
GA REG. L. S. NO. 3343

11/3/2022
DATE

LEGEND

PROPERTY BOUNDARY	---	POINT OF BEGINNING	P.O.B.
ADJACENT PROPERTY LINE	---	PROPERTY ID NUMBER	PIN
FORMER PROPERTY LINE	---	NOW OR FORMERLY	N/F
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MEANDER POINT	○		

CERTIFICATE OF DEDICATION

ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED.

OWNER _____ DATE _____

CERTIFICATE OF APPROVAL

APPROVED BY THE MAYOR AND COUNCIL, CITY OF PORT WENTWORTH

MAYOR _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

G:\22-2059 PARKER'S- HWY 21 & HWY 30.DWG\22-2059-001.DWG 11/3/2022 11:49 AM



VICINITY MAP:
NOT TO SCALE

SITE NOTES:

PROJECT DESCRIPTION	THE SUBJECT SITE CONSISTS OF UNDEVELOPED/OPEN SPACE, LYING ON 3 PARCEL(S) OF LAND. IT IS THE INTENTION OF THE DEVELOPER TO CONSTRUCT A CONVENIENCE STORE / GAS STATION AT THE CORNER OF HWY. 21 AND HWY. 30. THE DEVELOPER ALSO PLANS TO INSTALL AN ACCESS ROAD OFF OF HWY. 30 TO SERVE THE CONVENIENCE STORE DIESEL FUELING STATION AS WELL AS OUT-PARCELS TO BE LOCATED WEST OF THE ACCESS ROAD.
PROPERTY DESCRIPTION	NORTHWEST INTERSECTION OF HWY. 21 & HWY. 30 PIN #: 70976-02029, 70976-02003 & 70976801001B
AREA	TOTAL PROPERTY AREA 7.83 ACRES SUBJECT PROPERTY AREA 3.84 ACRES OUT-PARCEL AREA OUT-PARCEL #1- 2.83 ACRES OUT-PARCEL #2- 1.16 ACRES
ZONING	EXISTING R-A PROPOSED C-3 (GENERAL-BUSINESS) (REZONING REQUIRED)
SETBACKS	FRONT SETBACK: 40'-FT SIDE SETBACK: 10'-FT REAR SETBACK: 10'-FT
UTILITIES	WATER THE DEVELOPER INTENDS TO CONNECT TO THE CITY OF PORT WENTWORTH'S UTILITY MAINS FOR WATER AND SANITARY SEWER SERVICE. SANITARY SEWER

OFF STREET PARKING NOTES:

REQUIRED PARKING	1 SPACE PER 200 SQ. FT. + 1 SPACE PER FUEL PUMP
REQUIRED PARKING DESIGN CONSTRAINT	5,175 SQ. FT. 7 PUMPS
REQUIRED PARKING CALCULATION	(1 SPACE PER 200 SQ. FT. * 5,175 SQ. FT.) + (1 SPACE PER FUEL PUMP * 7 PUMPS) = 33 SPACES REQUIRED
PARKING PROVIDED	31 9-FT WIDE REGULAR AUTO SPACES 2 9-FT WIDE ADA AUTO SPACES 33 TOTAL SPACES

HATCH LEGEND:

	PROPOSED ASPHALT		PROPOSED HEAVY-DUTY ASPHALT
	PROPOSED CONCRETE SIDEWALK		DUMPSTER PAD

CONCEPTUAL PLAN SPECIAL NOTES

①	PYLON SIGN - TO BE DESIGNED AND PERMITTED BY OTHERS
②	24' X 186' AUTO CANOPY
③	DUMPSTER ENCLOSURE
④	CONCRETE PAD W/ (3) UNDERGROUND FUEL STORAGE TANKS

GEORGIA811
www.Georgia811.com
Know what's below.
Call before you dig.

THIS CONCEPTUAL SITE PLAN IS INTENDED TO ILLUSTRATE DEVELOPMENT POTENTIAL. THIS PLAN DOES NOT BIND OR LIMIT THE OWNER / DEVELOPER, NOR SHALL THE ENGINEER BE BOUND OR LIMITED BY THE PLAN. ALL ILLUSTRATIONS / DRAWINGS ARE SUBJECT TO CHANGE

NO.	REVISION DESCRIPTION	DATE

GRAPHIC SCALE: 1" = 50'

EMC ENGINEERING SERVICES, INC.
PO Box 2086
1211 Merchant Way, Suite 201
Statesboro, GA 30458
Ph: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com

CIVIL
MARINE
ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

CONCEPTUAL PLAN
PARKER'S KITCHEN
HWY. 21 & HWY. 30
PORT WENTWORTH, CHATHAM COUNTY, GEORGIA
Prepared for:
THE PARKER COMPANIES

PROJECT NO.: 22-2059
DRAWN BY: KES
DESIGNED BY: KES
SURVEYED BY: -
SURVEY DATE: -
CHECKED BY: CPR
SCALE: 1" = 50'
DATE: 11/03/2022

SHEET
1
OF 1

Attachment: ZMA Parkers Kitchen Gas Station RA to PC3 2022-Full Application (2765 : ZMA 70976 02003, 70976 02029, & 70976801001B Hwy 21 & Parkers NOV 2022 1ST READING)

Packet Pg. 43

Clock#: 389528
FILED FOR RECORD

5/07/2003 02:24pm

PAID: 12.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

Real Estate Transfer Tax

PAID \$24.00

For Clerk of Superior Court

BOOK
250 M
PAGE
721

Return Recorded Document to:
Theodore T. Carellas, P.C.
Post Office Box 2599
Rincon, GA 31326

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

File #: 0267-03

This Indenture made this 23rd day of April, 2003 between Alex Jenkins, of the County of Dade, State of Florida, as party or parties of the first part, hereinafter called Grantor, and Frank Neville Floyd, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness
Notary Public

Alex Jenkins (Seal)
(Seal)

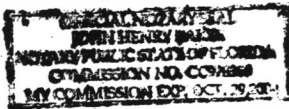


EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Chatham County, Georgia, containing 1.98 acres and being a portion of TheThompkins Property, as shown and more particularly described on that certain map or plat made by Vincent Helmly, R.L.S. #1882, dated April 10, 2003, recorded in Plat Book 25P, Folio 10, in the records of the Clerk of Superior Court of Chatham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Charlie Thompkins to Alex Jenkins, dated April 28, 1978, recorded in Deed Book 110-U, page 587, aforesaid records.

SUBJECT TO AND INCLUDED HERewith is a 20 foot access easement for ingress and egress purposes across the Southern side of the above-described property as shown on the aforescribed plat.

A.J.

BOOK
250 M
PAGE
722

Attachment: ZMA Parkers Kitchen Gas Station RA to PC3 2022-Full Application (2765 : ZMA 70976 02003, 70976 02029, & 70976B01001B Hwy 21

RECORD AND RETURN TO:
 CARELLAS & NEWBERRY, P.C.
 POST OFFICE BOX 2599
 JINCON, GA 31326

Clock#: 1160343
 FILED FOR RECORD
 5/22/2009 10:04am
 PAID: 12.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM)

EXECUTOR'S DEED

THIS INDENTURE, Made this 15 day of MAY, 2009, between FRANK NEVILLE FLOYD and CHARLES LYNN FLOYD, Executors of the Estate of ALMA REITA FLOYD, late of the State of Georgia, and County of Chatham, deceased, as Parties of the First Part (hereinafter called "grantors") and FRANK NEVILLE FLOYD, as Party of the Second Part (hereinafter called "grantee"), the words "grantor(s)" and "grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH: That the said grantors (acting under and by virtue of the power and authority contained in the Last Will and Testament of Alma Reita Floyd, the same having been duly probated and recorded in the Court of Probate of Chatham County, Georgia) and all debts of said estate of Alma Reita Floyd having been paid, for and in consideration of the sum of Ten and 00/100 (\$10.00) DOLLARS In hand paid, at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, the following described property, to wit:

See "Exhibit A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

And the said Parties of the First Part, their heirs, executors, successors and assigns will warrant and forever defend the right and title to the above described property unto the said Party of the Second Part, his executors, administrators, heirs and assigns against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hand and seal, the day and year first above written.

Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC



Frank Neville Floyd (SEAL)
 FRANK NEVILLE FLOYD, Executor of the Estate
 of Alma Reita Floyd

Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC



Charles Lynn Floyd (SEAL)
 CHARLES LYNN FLOYD, Executor of the Estate
 of Alma Reita Floyd

BOOK
 3514
 PAGE
 612

Attachment: ZMA Parkers Kitchen Gas Station RA to PC3 2022-Full Application (2765 : ZMA 70976 02003, 70976 02029, & 70976B01001B Hwy 21

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the City of Port Wentworth, 8th G.M.D., County of Chatham, State of Georgia, and known as Lot One (1), containing 2.83 acres, more or less, as shown upon a map or plat of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 41S, page 29, known as A Resubdivision of Parcels 1, 2 & 3, Floyd Subdivision, 8th G. M. District, by Vincent Helmly, Surveyor, RLS #1882, said plat dated July 23, 2008, for the Estate of Alma Reita Floyd.

Subject to conditions, restrictions and easements of record and as shown n the
aforedescribed plat of survey.

BOOK
351 N
PAGE
613

Attachment: ZMA Parkers Kirchen Gas Station RA to PC3 2022-Full Application (2765 : ZMA 70976 02003, 70976 02029, & 70976B01001B Hwy 21

RECORD AND RETURN TO:
 CARELLAS & NEWBERRY, P.C.
 POST OFFICE BOX 2599
 RINCON, GA 31326

Clock#: 1160344
 FILED FOR RECORD
 5/22/2009 10:04am
 PAID: 12.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

BOOK
 351 N
 PAGE
 614

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM)

EXECUTOR'S DEED

THIS INDENTURE, Made this 15 day of MAY, 2009, between FRANK NEVILLE FLOYD and CHARLES LYNN FLOYD, Executors of the Estate of ALMA REITA FLOYD, late of the State of Georgia, and County of Chatham, deceased, as Parties of the First Part (hereinafter called "grantors") and FRANK FORREST FLOYD, as Party of the Second Part (hereinafter called "grantee"), the words "grantor(s)" and "grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH: That the said grantor (acting under and by virtue of the power and authority contained in the Last Will and Testament of Alma Reita Floyd, the same having been duly probated and recorded in the Court of Probate of Chatham County, Georgia, for and in consideration of the sum of Ten and 00/100 (\$10.00) DOLLARS In hand paid, at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, the following described property, to wit:

See "Exhibit A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hand and seal, the day and year first above written.

Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC



Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC



Frank Neville Floyd (SEAL)
 FRANK NEVILLE FLOYD, Executor of the Estate
 of Alma Reita Floyd

Charles L. Floyd (SEAL)
 CHARLES LYNN FLOYD, Executor of the Estate
 of Alma Reita Floyd

Attachment: ZMA Parkers Kirchen Gas Station RA to PC3 2022-Full Application (2765 : ZMA 70976 02003, 70976 02029, & 70976B01001B Hwy 21

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the City of Port Wentworth, 8th G.M.D., County of Chatham, State of Georgia, and known as Lot Two (2), containing 2.04 acres, more or less, as shown upon a map or plat of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 41S, page 29, known as A Resubdivision of Parcels 1, 2 & 3, Floyd Subdivision, 8th G. M. District, by Vincent Helmly, Surveyor, RLS #1882, said plat dated July 23, 2008, for the Estate of Alma Rita Floyd.

Subject to conditions, restrictions and easements of record and as shown on the aforementioned plat of survey.

BOOK
351 N
PAGE
615

Prepared by and, after recording, return to:

WILLIAMS
TRANSACTIONS & ESTATES, LLC
6205 Abercorn Street, Suite 201
Savannah, Georgia 31405
(912) 356-5550
File #: WT-22-6897

Type: WD
Kind: WARRANTY DEED
Recorded: 6/3/2022 1:04:00 PM
Fee Amt: \$200.00 Page 1 of 2
Transfer Tax: \$175.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 3602506218

BK 2822 PG 405 - 406

STATE OF GEORGIA

WARRANTY DEED

COUNTY OF CHATHAM

THIS INDENTURE, made and entered into this 3rd day of JUNE, 2022, by and between **EDDIE GREENE AKA EDDIE LEE GREEN**, as Party of the First Part, and **SAINAMO, LLC**, as Party of the Second Part:

*** WITNESSETH ***

PARTY OF THE FIRST PART, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto Party of the Second Part, its heirs, successors and assigns, the following-described property, to-wit:

ALL OF THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 8TH G.M. DISTRICT OF CHATHAM COUNTY, GEORGIA, AND BEING KNOWN AND DESIGNATED AS "AREA = 2.319 ACRES" ON A SURVEY PREPARED BY GLISSON LAND SURVEYING, WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR GEORGIA PLS #3316, WITH A FIELD SURVEY DATE OF MAY 20, 2022, DATED MAY 23, 2022, RECORDED MAY 24, 2022, IN PLAT BOOK 53, AT PAGE 375; AS REVISED ON JUNE 1, 2022 AND RE-RECORDED ON JUNE 1, 2022, IN PLAT BOOK 53, AT PAGE 385, CHATHAM COUNTY, GEORGIA RECORDS, ENTITLED "SURVEY OF 2.319 ACRES OF LAND LOCATED IN THE 8TH G.M. DISTRICT OF CHATHAM COUNTY, GEORGIA". SAID PLATS ARE INCORPORATED HEREIN BY SPECIFIC REFERENCE AND MADE A PART HEREOF.

THIS BEING THE SAME PROPERTY AS CONVEYED BY ASSENT TO DEVISE FROM NATHANIEL GREEN, AS EXECUTOR OF THE LAST WILL & TESTAMENT OF MARY LOU THOMPkins TO EDDIE LEE GREEN, DATED JUNE 22, 1998, RECORDED JUNE 23, 1998, IN DEED BOOK 194I, AT PAGE 628, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, WHICH DEED IS INCORPORATED HEREIN BY SPECIFIC REFERENCE AND MADE A PART HEREOF.

COMMONLY KNOWN AS 0 HIGHWAY 21, PORT WENTWORTH, GEORGIA 31407; P.L.N. 7-0976B-01-018.

SUBJECT, HOWEVER, TO ALL VALID EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, appurtenances and hereditaments to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the Party of the Second Part, its heirs and assigns forever, in **FEE SIMPLE**. The Party of the First Part expressly covenants that it is seized of said property in good fee simple title and that it has the full right, power and authority to convey the same; that the said property and the grantor thereof is free and clear of any liens, claims or encumbrances whatever whereby the title to said property may in anywise be charged, changed, impaired or defeated, and that the Party of the First Part will forever warrant and defend the said premises against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand under seal, this day as aforesaid.

Signed, sealed and delivered in the presence of:

Witness:

Sign: Wallace Williams
Print: Wallace Williams

Seller(s):

+ Eddie Greene
EDDIE GREENE AKA EDDIE LEE GREEN



Notary Public
Commission Expiration Date:
[NOTARIAL SEAL]

PT-61 (Rev. 2/18) To be filed in **CHATHAM COUNTY** PT-61 025-2022-006582

SECTION A - SELLER'S INFORMATION (Do not use agent's information)			SECTION C - TAX COMPUTATION	
SELLER'S LAST NAME GREEN	FIRST NAME EDDIE	MIDDLE LEE	Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 7317 GA HWY 21			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$175,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY PORT WENTWORTH, GA 31407 USA		DATE OF SALE 6/3/2022	1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)			2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME SAINAMO, LLC			3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 112 PARKSIDE BOULEVARD			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$175,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY PORT WENTWORTH, GA 31407 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial	5. TAX DUE at 10 per \$100 or fraction thereof (Minimum \$1.00)	\$175.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))				
HOUSE NUMBER & EXTENSION (ex 265A) 0		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION HIGHWAY 21		SUITE NUMBER
COUNTY CHATHAM	CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 70976B01018	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT
SUB LOT & BLOCK				
SECTION E - RECORDING INFORMATION (Official Use Only)				
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS
None

Clock#: 1389836
 FILED FOR RECORD
 2/01/2012 08:47am
 PAID: 12.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

BOOK
 375E
 PAGE
 960

RECORD AND RETURN TO:
 CARELLAS & NEWBERRY, P.C.
 P.O. BOX 2599
 RINCON, GA 31326

STATE OF GEORGIA)
)
 COUNTY OF EFFINGAM) **QUITCLAIM DEED**

THIS INDENTURE, made this 30th day of November, 2011, between F. FORREST FLOYD, as Party of the First Part, and FRANK AND REITA'S II, LLC, as Party of the Second Part,

WITNESSETH:

That the said Party of the First Part for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, the receipt and adequacy of which is hereby acknowledged, has bargained, sold, and does by these presents remise, release and forever QUITCLAIM to the said Party of the Second Part, its successors, and assigns, all right, title, and interest in and to the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the City of Port Wentworth, 8th G.M.D., County of Chatham, State of Georgia, and known as Lot Three (3), containing 1.54 acres, more or less, as shown upon a map or plat of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 41S, page 29, known as A Resubdivision of Parcels 1, 2 & 3, Floyd Subdivision, 8th G. M. District, by Vincent Helmly, Surveyor, RLS #1882, said plat dated July 23, 2008, for the Estate of Alma Reita Floyd.

Subject to conditions, restrictions and easements of record and as shown on the aforescribed plat of survey.

This being the same property conveyed by Quitclaim Deed from William Neville Floyd to F. Forrest Floyd, dated August 25 2010, recorded in Deed Book 363-P, Page 541, aforesaid records.

BOOK PAGE
375E 961

TO HAVE AND TO HOLD the said property and premises to the said Party of the Second Part so that neither the said Party of the First Part nor his heirs, executors, administrators and assigns, nor any person or persons claiming under the Party of the First Part, shall at any time by any ways or means, have, claim or demand any right or title to the aforesaid property and premises or its appurtenances or any right thereof.

IN WITNESS WHEREOF, said Party of the First Part has hereunto caused his official hand and seal to be set on the day and year first above written.

F. Forrest Floyd (Seal)
F. Forrest Floyd

Signed, sealed and delivered in the presence of:

Witness
Janelle W. Drandy
Notary Public



TITLE NOT EXAMINED BY PREPARER OF DEED

Clock#: 1255696
 FILED FOR RECORD
 6/24/2010 09:11am
 PAID: 10.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

BOOK
 361
 PAGE
 704

RECORD AND RETURN TO:
 CARELLAS & NEWBERRY, P.C.
 P.O. BOX 2599
 RINCON, GA 31326

STATE OF GEORGIA)
)
 COUNTY OF EFFINGAM) **QUITCLAIM DEED**

THIS INDENTURE, made this 17th day of June, 2010, between FRANK FORREST FLOYD, as Party of the First Part, and FRANK AND REITA'S, LLC, as Party of the Second Part,

WITNESSETH:

That the said Party of the First Part for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, the receipt and adequacy of which is hereby acknowledged, has bargained, sold, and does by these presents remise, release and forever QUITCLAIM to the said Party of the Second Part, its successors, and assigns, all right, title, and interest in and to the following described property, to wit:

All that certain lot, tract or parcel of land situate, lying and being in the City of Port Wentworth, 8th G.M.D., County of Chatham, State of Georgia, and known as Lot Two (2), containing 2.04 acres, more or less, as shown upon a map or plat of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 41S, page 29, known as A Resubdivision of Parcels 1, 2 & 3, Floyd Subdivision, 8th G. M. District, by Vincent Helmly, Surveyor, RLS #1882, said plat dated July 23, 2008, for the Estate of Alma Rita Floyd.

Subject to conditions, restrictions and easements of record and as shown on the aforementioned plat of survey.

This being the same property conveyed by Executor's Deed dated May 15, 2009, from Frank Neville Floyd and Charles Lynn Floyd, Executors of the Estate of Alma Reita Floyd to Frank Forrest Floyd, recorded in Deed Record Book 351-N, Page 614, aforesaid records.

TO HAVE AND TO HOLD the said property and premises to the said Party of the Second Part so that neither the said Party of the First Part nor his heirs, executors, administrators and assigns, nor any person or persons claiming under the Party of the First Part, shall at any time by any ways or means, have, claim or demand any right or title to the aforesaid property and premises or its appurtenances or any right thereof.

IN WITNESS WHEREOF, said Party of the First Part has hereunto caused his official hand and seal to be set on the day and year first above written.

Frank Forrest Floyd (Seal)
 Frank Forrest Floyd

Signed, sealed and delivered in the presence of:

Daniel W. Massey
 Witness



TITLE NOT EXAMINED BY PREPARER OF DEED

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00371638 10/06/2022 9:59 AM
OPER: KS TERM: 055
REF#: 94359

TRAN: 112.0000 BLDG PERMIT
220498 797.50CR
FLOYD, F. NEVILLE
7-0976-02-029
DEV-ZMA 797.50CR

TENDERED: 797.50 CHECK
APPLIED: 797.50-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 28, 2022

The Parker Companies
Daniel Ben-Yisrael
Real Estate Development Manager 17 W.
McDonough St.
Savannah, GA 31401

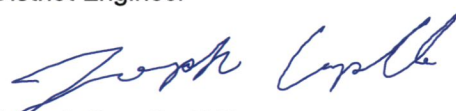
Re: Commercial Driveway Letter of Intent; SR21 and SR30; Chatham County; Mile Post 15.50 (SR21) and Mile Post 3.41 (SR30)

The Department has reviewed the proposed conceptual drawing submitted to this office requested by The Parker Companies, regarding the request for a Commercial Driveway Permit. The Department agrees to allow one right in / right out only commercial drive located on SR 21 at approximately M.P. 15.50 and an access point located on SR 30 at approximately M.P. 3.41, as depicted on the attachment, that conforms to the current Georgia Department of Transportation Requirements. In addition, the Department will determine if any additional improvements are required once an official set of plans and all required documents are submitted for review and approval

Please be advised the agreement detailed in this letter will expire 1 year from the above date. Submittal and review of your final plans will be required before a permit can be issued for the proposed work. For further assistance, please contact Bryan Hillyard at 912-530-4465, or mail at Georgia Department of Transportation, Attention Bryan Hillyard, 204 N. Hwy. 301 Jesup, GA 31546.

Sincerely,

FOR: Troy Pittman, P.E.
District Engineer

BY: 
Joseph Capello, P.E.
District Traffic Engineer

Attachments
JRC:DBB:BTH

cc: Randy Rhodes, Area Engineer, Chatham
John Kent, Area Permit Inspector

Attachment: ZMA Parkers Kitchen Gas Station RA to PC3 2022-Full Application (2765 : ZMA 70976 02003, 70976 02029, & 70976B01001B Hwy 21

Project Timeline

Project Number: 220498

Project Name: ZMA Parkers Kitchen Gas Station RA to C3 2022

Applicant / Engineer: EMC Engineering Services

Owner: Frank Neville Floyd

City Review Engineer: N/A

- 10/03/2022 – Zoning Map Amendment Application received: Incomplete
- 10/05/2022 – Received missing documentation.
- 10/11/2022 – zoning signs ordered
- 10/21/2022 – public hearing notice letters mailed.
- 10/24/2022 – public hearing notice posted in Savannah Morning News
- 10/26/2022 – public hearing notice signs posted.
- 11/4/2022 – received revised concept plan and plat.
- 11/14/2022 – The Planning Commission voted 5-1 to recommend denying the application.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/01/22 07:00 PM
Department: All
Category: Purchase
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2766)

DOC ID: 2766

Purchase Rebuild of Wastewater Treatment Facility Effluent Pump and Motor with Goforth Williamson, Inc.

Issue/Item: Council approve the rebuild of the Goulds VTP and 40HP motor for the effluent at the Wastewater Treatment Facility by Goforth Williamson, Inc. in the amount of \$23,900 for the pump and \$6,180.00 for the motor.

Background: In accordance with the operation permit for the Waste Water Treatment Facility, treated effluent is pumped from the plant into the Savannah River. The system is designed for a two-pump system. In August, a pump failed. Goforth Williamson was called to remove and evaluate the pump and motor. Currently, only one pump is in operation.

Facts and Findings: Goforth Williamson provided a quote to rebuild and replace both the pump and the motor.

Funding: Budgeted Line Item

Recommendation: Approval based upon the recommendation of Clearwater Solutions, LLC.

ATTACHMENTS:

- Effluent Pump Quote - 220636 (PDF)
- Effluent Motor Quote 220636-1(PDF)



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

13.E.a

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: 220636

Date: 26-Aug-22

To

Port Wentworth, City of
 305 S Coastal Hwy
 Port Wentworth, GA 31407
 United States of America

Quote To

Port Wentworth Water Reclamation Facility
 1000 Richmond Rd
 Port Wentworth, GA 31407
 United States of America

Ph: 912-401-0486

Ph: 912-401-0486

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JLEGAN
Quantity	Description	Unit Price	Amount	
1	15. Install VTP; Install the motor 16. Set the lift; Set pump to run 17. Verify operation Cost Breakdown: Parts: \$8,445.00 Labor: \$15,455.00 Delivery 6-8 Weeks ARO. Note: GWI will provide a 1-year warranty on materials and workmanship. Quote prepared by Jonathan Keirns / Engineering Manager For the above scope of work, GWI Quotes	\$23,900.00	\$23,900.00	
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.	Total:	\$23,900.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

13.E.b

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: 220636-1

Date: 26-Aug-22

To

Port Wentworth, City of
 305 S Coastal Hwy
 Port Wentworth, GA 31407
 United States of America

Quote To

Port Wentworth Water Reclamation Facility
 1000 Richmond Rd
 Port Wentworth, GA 31407
 United States of America

Ph: 912-401-0486

Ph: 912-401-0486

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JLEGAN
Quantity	Description	Unit Price		Amount
	<p>2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.</p> <p>3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.</p> <p>4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery</p> <p>5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com</p> <p>THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.</p>			



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/01/22 07:00 PM
Department: All
Category: Amendment
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2767)

DOC ID: 2767

Budget Amendment for The Year Ending 6/30/2023

Issue/Item: Budget Amendment

Background: During the 1st Quarter of the current fiscal year additional revenues and expenses have been identified by fund type. This amendment aligns the ordinary and reasonable revenues and expenses in accordance with the Sec 2-60 (Approval for increase in or transfer of appropriations), in addition this amendment reflects all transfer requests of appropriations among the various accounts within selected department budgets

Facts and Findings:

1. Revenues: The following additional revenues were identified by fund
 - a. Fund 100 \$ 1,231,938 General Fund
 - b. Fund 210 \$ 7.442 Confiscated Asset Fund
 - c. Fund 230 \$ 1,800,150 ARPA Fund
 - d. Fund 275 \$ 400,000 Hotel/Motel Fund
 - e. Fund 320 \$ -1,720,610 SPLOST Fund
 - f. Fund 505 \$ 542,940 Enterprise Fund
2. Expenses: The following additional expenses were identified or transferred by fund
 - a. Fund 100 \$ 1,231,938 General Fund
 - b. Fund 210 \$ 7.442 Confiscated Asset Fund
 - c. Fund 230 \$ 1,800,150 ARPA Fund
 - d. Fund 275 \$ 400,000 Hotel/Motel Fund
 - e. Fund 320 \$ -1,720,610 SPLOST Fund
 - f. Fund 505 \$ 542,940 Enterprise Fund

Funding:

Fund 100 - revenue is projected based on increases in local option sales tax, hotel motel tax and building permit fees. Additional interest income, state grant, police auctioned vehicles and police insurance proceeds were identified. A net reduction in use of enterprise funds projected.

Fund 210 - revenue authorized by the court is recognized for use by the Police.

Fund 275 - revenue is projected based on increases in activity.

Fund 320 - reduction in fund balance to reflect net balance by referendum category.

Fund 505 - revenue increases in activity, projected interest and sales of new meters.

Other changes to the budget of note:

- Public Works Service Contract is now distributed across five operating departments

within the General Fund and Enterprise Fund based on assessment by the contractor and city administrative personnel.

- SPLOST VI and VII projects have been identified, numbered, and aligned with the public referendum authorization distribution.
- New Fire Department initial funding was moved from SPLOST to the General Fund
- Sales Tax and Permit Fee revenue continue to exceed projections
- Variable expenditures continue to lag projections

Recommendation: Approve

ATTACHMENTS:

- DEC 1 2022 BUDGET AMENDMENT v2 (PDF)

GENERAL FUND AMENDMENT

FUND	DESCRIPTION	ADOPTED BUDGET	AMENDMENT	REVISED BUDGET
100	REVENUE	\$20,614,986	\$1,231,938	\$21,846,924
100	313100 LOCAL OPTION SALES TAX		\$567,000	
100	323100 BUILDING PERMITS FEES		\$162,696	
100	334152 LMIG GRANT		\$108,146	
100	361000 INTEREST INCOME		\$330,000	
100	383011 INSURANCE REIMBURSEMENT		\$15,204	
100	389000 MISCELLANEOUS REVENUE		\$91,000	
100	391201 HOTEL MOTEL TRANSFER		\$650,000	
100	391202 NET TRANSFER REDUCTION		-\$692,108	
	TOTAL REVENUE		<u>\$1,231,938</u>	
100	EXPENSES	\$20,614,986	\$1,231,938	\$21,846,924
100	1500 ADMINISTRATION		\$193,580	
100	1600 TECHNOLOGY		\$391,420	
100	3200 POLICE		\$132,000	
100	3500 FIRE		\$1,765,000	
100	4200 PUBLIC WORKS		\$689,390	
100	4250 STORM WATER		-\$2,459,452	
100	6100 LEISURE SERVICES		\$535,000	
100	7200 DEVELOPMENT SERVICES		-\$15,000	
	TOTAL EXPENSES		<u>\$1,231,938</u>	

Attachment: DEC 1 2022 BUDGET AMENDMENT v2 (2767 : Budget Amendment for The Year Ending 6/30/2023)

CONFISCATED ASSETS AMENDMENT

FUND	DESCRIPTION	ADOPTED BUDGET	AMENDMENT	REVISED BUDGET
210	REVENUE	\$0	\$7,442	\$7,442
210	391400 TRANSFER IN FUND BALANCE		<u>\$7,442</u>	
210	EXPENSES	\$0	\$7,442	\$7,442
210	3200 SUPPLIES	\$0	<u>\$7,442</u>	

ARPA FUND AMENDMENT

FUND	DESCRIPTION	ADOPTED BUDGET	AMENDMENT	REVISED BUDGET
230	REVENUE	\$0	\$1,800,150	\$1,800,150
230	391400 TRANSFER IN FUND BALANCE		<u>\$1,800,150</u>	
230	EXPENSES	\$0	\$1,800,150	\$1,800,150
230	4200 FORCE MAIN PROJECT		<u>\$1,800,150</u>	

HOTEL/MOTEL FUND AMENDMENT

FUND		DESCRIPTION	ADOPTED BUDGET	AMENDMENT	REVISED BUDGET
275		REVENUE	\$900,000	\$400,000	\$1,300,000
275	391400	TRANSFER IN FUND BALANCE		<u>\$400,000</u>	
275		EXPENSES	\$900,000	\$400,000	\$1,300,000
275	4200	TOURISM		\$133,380	
		TRADE & CONVENTION		\$66,620	
		TRANFER TO FUND 100		<u>\$200,000</u>	
				<u>\$400,000</u>	

Attachment: DEC 1 2022 BUDGET AMENDMENT v2 (2767 : Budget Amendment for The Year Ending 6/30/2023)

SPLOST VI AND VII AMENDMENT

FUND	DESCRIPTION	ADOPTED BUDGET	AMENDMENT	REVISED BUDGET
320	REVENUE	\$5,350,000	-\$1,720,610	\$3,629,390
320	391400 TRANSFER IN FUND BALANCE		<u>-\$1,720,610</u>	
	<u>SPLOST REVENUE DETAIL BY REFERENDUM</u>			<u>REVISED BUDGET</u>
	SPLOST VI (2014)			\$ 1,792,232
	SPLOST VII (2020)			\$ 1,837,158
				<u>\$ 3,629,390</u>
320	EXPENSES	\$5,350,000	-\$1,720,610	\$3,629,390

CONTROL #	PROJECT TITLE	GL CODE	BUDGET	SPLOST YEAR
23-0001	SEWER REHABILITATION	320-5-4330-541001	\$ 625,600	SPLOST 2014 VI
23-0002	PINE FOREST SEWER IMPROVEMENTS	320-5-4330-541001	\$ 560,436	SPLOST 2014 VI
23-0003	PARK AND RECREATION IMPROVEMENTS	320-5-6100-541001	\$ 286,019	SPLOST 2014 VI
23-0004	DOWN TOWN DEVELOPMENT	320-5-4200-541001	\$ 223,992	SPLOST 2014 VI
23-0005	SEWER IMPROVEMENTS (TBD)	320-5-4330-541001	\$ 96,185	SPLOST 2014 VI
	AUDITED FUND BALANCE 6/30/2022		<u>\$ 1,792,232</u>	
23-0006	PUBLIC SAFETY	320-5-3200-542500	\$ 85,712	SPLOST 2020 VII
23-0007	NEW REC FACILITY	320-5-6100-541001	\$ 885,340	SPLOST 2020 VII
23-0008	NEW REC FACILITY (SEWER ENG)	320-5-4330-541001	\$ 304,543	SPLOST 2020 VII
23-0009	RICE HOPE DEEP PATCH	320-5-4200-541001	\$ 78,562	SPLOST 2020 VII
23-0010	PUBLIC WORKS (TBD)	320-5-4200-541001	\$ 483,001	SPLOST 2020 VII
	PROJECTED REVENUE FY 2022/2023		<u>\$ 1,837,158</u>	
	TOTAL SPLOST PROJECT LIST		<u>\$ 3,629,390</u>	

ENTERPRISE FUND AMENDMENT

FUND	DESCRIPTION	ADOPTED BUDGET	AMENDMENT	REVISED BUDGET
505	REVENUE	\$6,942,000	\$542,940	\$7,484,940
505	AID TO CONSTRUCTION		\$100,000	
	WATER METER FEES (NEW)		\$325,000	
	INTEREST		\$117,940	
			<u>\$542,940</u>	
505	EXPENSES	\$6,942,000	\$542,940	\$7,484,940
4330	SEWER		-\$1,764,204	
4335	SEWAGE TREATMENT		\$635,922	
4400	WATER		\$104,221	
9000	TRANSFER TO GF		\$1,567,000	
			<u>\$542,940</u>	

Attachment: DEC 1 2022 BUDGET AMENDMENT v2 (2767 : Budget Amendment for The Year Ending 6/30/2023)



City Council
 7224 GA Highway 21
 Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/01/22 07:00 PM
 Department: All
 Category: Ordinance
 Prepared By: Zahnay Smoak
 Department Head: Brian Harvey

AGENDA ITEM (ID # 2769)

DOC ID: 2769

Redistricting

Issue/Item: Port Wentworth is one of the fastest growing cities in Georgia nearly doubling in population since the 2010 census. The data reveal a deviation of 89% between the most populated district and the least populated as demonstrated below

Facts and Findings: "Redistricting, or "reapportionment" is the redrawing of the boundaries of an elective political district. The overriding legal principle that triggers the necessity for reapportionment is referred to as "one person, one vote." If the census data demonstrates that a city has grown in population or that population within the city has shifted among elective districts, the city will need to reapportion the population.

Current Population by district - 89% Deviation

District 1 - 4,058

District 2 - 2,558

District 3 - 2,625

District 4 - 1,637

Total Population 2020 Census - 10,878

New Ideal District Population - 2,720

Proposed Population by district - 0.53% Deviation

District 1 - 2737

District 2 - 2714

District 3 - 2696

District 4 - 2731

Recommendation: First Reading

ATTACHMENTS:

- COPW - Ord - Reapportionment_ (DOCX)
- portwentworth-p3-2022 Population Summary (PDF)

ORDINANCE NO. O2022-XXX

**STATE OF GEORGIA
COUNTY OF CHATHAM
CITY OF PORT WENTWORTH**

**AN ORDINANCE TO REAPPORTION THE ELECTION DISTRICTS
OF THE CITY OF PORT WENTWORTH CITY COUNCIL MEMBERS**

WHEREAS, it is necessary from time to time to modify the City’s ordinances; and

WHEREAS the Mayor and City Council is tasked with the authority to adopt and provide for such ordinances, resolutions, rules, and regulations which it deems necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, and well-being of the inhabitants of the City; and

WHEREAS, pursuant to City Charter Sec. 5.13, the territory of the City shall consist of four (4) election districts to be designates respectively as Districts 1 through 4 plus two “at large” districts, and the Election Districts shall be shows on an Official Election District Map; and

WHEREAS, pursuant to O.C.G.A. §§ 36-35-4.1, 36-35-3, and 36-35-5 State law allows municipalities to reapportion their election districts following the decennial census of the United States through Home Rule; and

WHEREAS, pursuant to City Charter Sec. 2.34, the City is authorized and empowered to divide, subdivide, or re-divide the real properties or lands within the corporate limits of the city into voting districts, and to define the boundaries of each voting district within the limits of the city, and to name or number or letter said voting districts; and

Attachment: COPW - Ord - Reapportionment_ (2769 : Redistricting)

WHEREAS, the Mayor and City Council have examined and considered multiple reapportionment maps in its due diligence on this matter; such maps have reapportioned districts which form of contiguous territory; the variations in population of such maps among the districts comply with the one person-one vote requirement of the United States Constitution; and such reapportionment maps are limited to adjusting the boundary lines of the existing districts only to the extent reasonably necessary to comply with local, state, and federal laws; and

WHEREAS, the notice requirements of reapportionment have been satisfied; and

WHEREAS, the Mayor and City Council desire for the materials, minutes, and discussion at the previous Work Session over reapportionment to be incorporated as factual background and findings with respect to this reapportionment; and

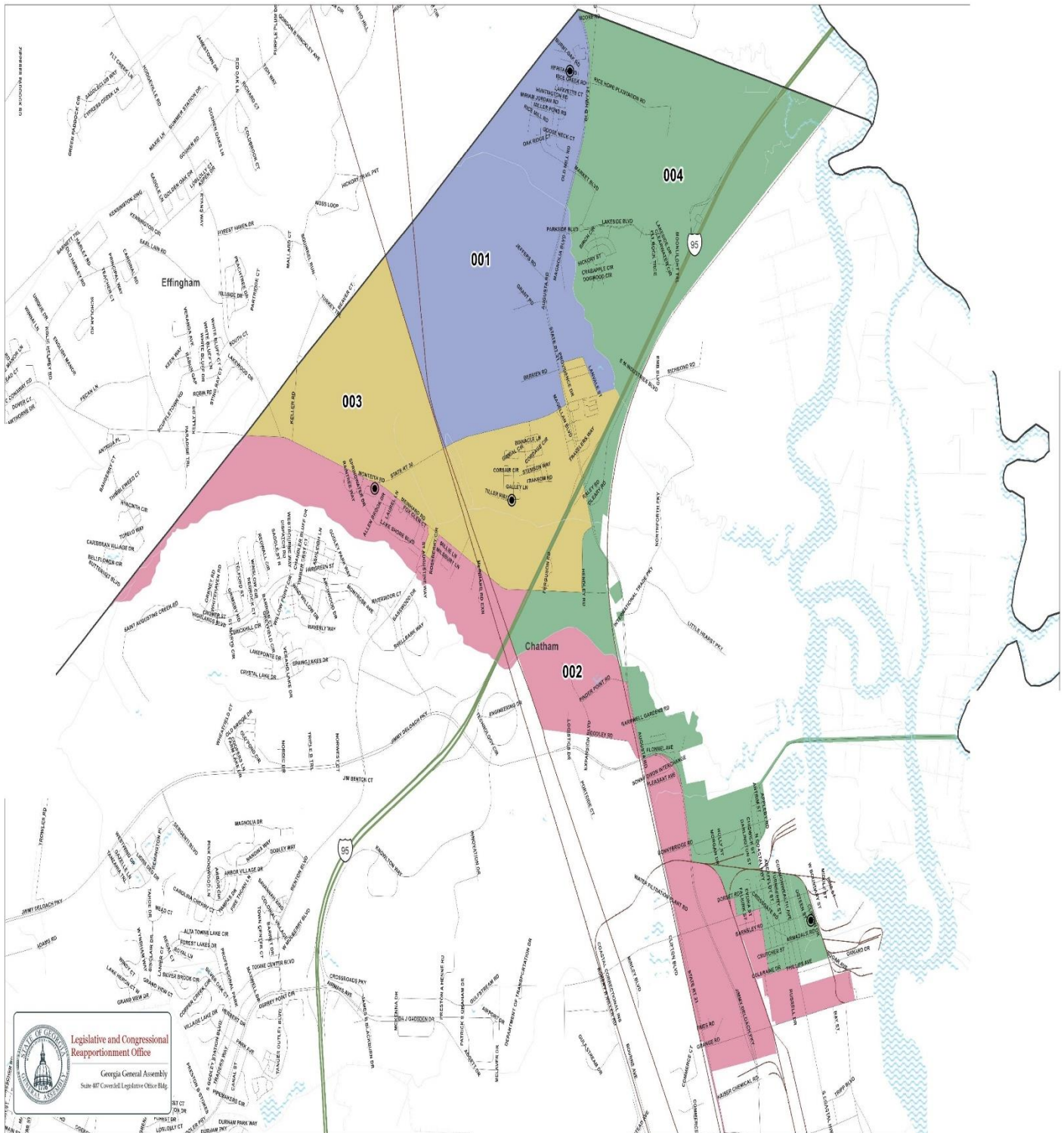
WHEREAS, the Mayor and City Council desire to reapportion election districts from which members of the municipal governing authority are elected, and desire to do so through the City's Home Rule powers;

NOW, THEREFORE, that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

- I. The Official Election District Map of the City of Port Wentworth, Chatham County, Georgia is hereby amended as follows:

[MAP ON FOLLOWING PAGE]

Proposed City Council Districts



Attachment: COPW - Ord - Reapportionment_ (2769 : Redistricting)

- II. All laws and parts of laws in conflict with this Act are hereby repealed.
- III. This Ordinance shall become effective upon proper filing with the Secretary of State and the Chatham County Superior Court.

SO ORDAINED this the _____ day of _____, 2022.

Approved:

Gary Norton, Mayor

Attest:

Zahnay Smoak, City Clerk

First reading: _____ (date)

Second reading: _____ (date)

Attachment: COPW - Ord - Reapportionment_ (2769 : Redistricting)

User: Port Wentworth

Plan Name: portwentworth-p3-2022

Plan Type: Local

Population Summary

Monday, October 31, 2022

11:06 AM

District	Population	Deviation	% Devn.	[18+_Pop]	[% 18+_Pop]	[% NH_Wht]	[% NH_Blkl	[% Hispanic Origin]	[% NH_Asn]	[% NH_Ind]	[% NH_Hwn]	[% NH_Oth]	[% NH_2+ Races]
001	2,737	17	0.63%	2,016	73.66%	29.89%	55.43%	8.07%	1.13%	0.37%	0.04%	0.8%	4.27%
002	2,714	-6	-0.22%	1,886	69.49%	31.17%	54.2%	8.4%	1.11%	0.15%	0%	0.55%	4.42%
003	2,696	-24	-0.88%	1,926	71.44%	28.19%	56.64%	9.35%	1.34%	0.26%	0.15%	0.52%	3.56%
004	2,731	11	0.40%	2,079	76.13%	57.01%	19.99%	14.79%	1.24%	0.4%	0.07%	0.44%	6.04%

Total: 10,878**Ideal District: 2,720**

Summary Statistics:

Population Range:	2,696 to 2,737
Ratio Range:	0.02
Absolute Range:	-24 to 17
Absolute Overall Range:	41
Relative Range:	-0.88% to 0.63%
Relative Overall Range:	1.51%
Absolute Mean Deviation:	14.50
Relative Mean Deviation:	0.53%
Standard Deviation:	15.98



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2768)

Meeting: 12/01/22 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.H

DOC ID: 2768

Amendment to the Georgia Municipal Employees Benefit System, Defined Benefit Retirement Plan

Issue/Item: Authorize a change to the Defined Benefit Retirement Plan.

Facts and Findings: Pursuant to the City Charter, Sec. 1.13(18) the City has the power to provide and maintain a system of pensions, retirement, and other employee benefit plans and programs for members of the governing authority, officers, and employees of the city.

The attached documents come directly from GMA and would amend the City's current Defined Benefit Retirement Plan for elected officials from \$25 a month per year of service to \$50. This increase would apply to elected officials holding such position on or after November 16, 2022, with respect to all years of service as an elected official. This would also modernize the plan, bringing it into conformity with GMA's current plans.

The Adoption Agreement is drafted in the form of an ordinance, pursuant to state law. As such, it would require two readings.

Recommendation: First Reading

ATTACHMENTS:

- Port Wentworth AA 10-3-2022[80] (PDF)
- Port Wentworth Addendum 10-3-2022 (PDF)

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Port Wentworth

Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2013
(With Amendments Taking Effect on or Before January 1, 2017)

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Port Wentworth, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Port Wentworth, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Port Wentworth, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN **ADOPTION AGREEMENT**

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Port Wentworth, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Master Plan)

Name: **City Administrator**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Human Resources Coordinator**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** **This is an amendment to increase monthly Normal Retirement benefits for elected or appointed members of the Governing Authority (and Municipal Legal Officers, if any) from \$25.00 a month per year of Service as an elected or appointed member of the Governing Authority (or Municipal Legal Officer, if any) to \$50.00 a month per year of Service as an elected or appointed member of the Governing Authority (or Municipal Legal Officer, if any), effective with respect to elected or appointed members of the Governing Authority (or Municipal Legal Officers, if any) holding such position on or after November 16, 2022 (see Adoption Agreement, p. 24).**

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is _____.

(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the _____ **(insert effective date of this Adoption Agreement not earlier than January 1, 2013).** This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan).**

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be November 16, 2022 **(insert effective date of this Adoption Agreement not earlier than January 1, 2013).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on February 19, 2020 **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective January 1, 2003 **(insert effective date of Employer's first GMEBS Adoption Agreement).** The Employer's GMEBS Plan was originally effective July 1, 1968 **(insert effective date of Employer's original GMEBS Plan).** (If the Employer's Plan was originally a non-GMEBS Plan, then

the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

- ☐ Calendar Year
- ☐ Employer Fiscal Year commencing _____.
- ☒ Other (must specify month and day commencing): July 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (check one):

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named): Any Employee who participates in the City's 401(a) defined contribution plan. In no event shall any Employee be entitled to participate in both this Plan and the City's defined contribution plan. The City Administrator and Assistant City Administrator employed as of February 1, 2006 will not be eligible for any benefit under this Plan because of their participation in the defined contribution plan.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ☐ **ARE NOT** eligible to participate in the Plan.

- ☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): Each elected or appointed member of the Governing Authority who holds an office on November 1, 1983, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after November 1, 1983, that he or she occupies any elective office of the Governing Authority. Notwithstanding the foregoing, effective January 1, 2015, elected or appointed members of the Governing Authority who initially hold an office of the Employer on or after such date shall be qualified to participate in the Plan as of the date they take office. (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.).

(2) **Municipal Legal Officers (check one):**

- ☐ **ARE NOT** eligible to participate in the Plan.
- ☒ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): The chief legal officer or any associate legal officer of the City, and any municipal officer elected or appointed to preside over the court of the City, provided said officer is not an active participant in the retirement plan of any other GMEBS member as a Municipal Legal Officer.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Each Municipal Legal Officer who holds such office on November 1, 1983, shall be qualified to participate in the Plan on such date. Each other Municipal Legal Officer who holds an office subsequent to such date shall be qualified to apply for participation in the Plan on the first date after November 1, 1983, that he or she occupies the office of Municipal Legal Officer.

10. ELIGIBILITY CONDITIONS

A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)

- ☒ Other: **32 hours/week** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **Eligible Regular Employees employed prior to January 1, 2003, provided they do not become reemployed after such date.**

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
☒ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
☒ At least **5** months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

The months to year requirement for excepted class(es) are:

- ☐ No minimum
☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- ☐ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- ☒ Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): Participation in this Plan will be optional for Employees initially hired into the following position after February 1, 2006: City Administrator, Assistant City Administrator, Principal Planner, and Economic Development Coordinator. Such Employees must irrevocably elect to participate in either this Plan or the City's defined contribution plan (DC Plan) within 120 days of their initial hire date on forms designated by the City for such purpose. If such an Employee fails to submit a completed election form within 120 days of his or her hire date, the Employee will be deemed to have irrevocably elected to participate in the DC Plan and not this Plan. This 120-day time limit shall apply notwithstanding any other time limit referred to above.

Participation is also optional of Municipal Legal Officers. To participate in this Plan, a Municipal Legal Officer must affirmatively and irrevocably elect whether to participate in this Plan on forms provided for such purpose within 120 days of their initial hire date. If a Municipal Legal Officer fails to submit a completed election form within 120 days of taking office or commencing employment, he or she will be deemed to have irrevocably elected not to participate in this Plan and will not be eligible to participate in any other retirement plan. This 120-day time limit shall apply notwithstanding any other time limit referred to above.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2))**

and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority or Municipal Legal Officer, unless the Participant was serving as an elected or appointed member of the Governing Authority, Municipal Legal Officer, or Eligible Regular Employee on November 1, 1983.

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows (**check one**):

- ☒ Prior Military Service is **not** creditable under the Plan (**if checked, skip to Section 13.C. – Prior Governmental Service**).
- ☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- ☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit (check one):

- ☐ Participants shall **not** be required to pay for military service credit.
- ☐ Participants shall be required to pay for military service credit as follows:
 - ☐ The Participant must pay _____% of the actuarial cost of the service credit (as defined below).
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master

Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave).**
- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- ☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Payment for Prior Governmental Service Credit.

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
- ☐ The Participant must pay ____% of the actuarial cost of the service credit.
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- ☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

- ☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
- ☐ Unused sick leave
 - ☐ Unused vacation leave
 - ☐ Unused personal leave
 - ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of _____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are (check one or more as applicable):

- ☒ Attainment of age 55 (insert number)
- ☒ Completion of 10 years (insert number) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- ☐ Attainment of age _____ (insert number)
- ☐ Completion of _____ years (insert number) of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are (check one or more as applicable):

- ☒ Attainment of age 65 (insert number)
- ☒ Completion of 5 years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): ☐ all Participants ☐ only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable):**

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable):**

- ☒ Attainment of age **65** **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

- (1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - ☒ Attainment of age **55** **(insert number)**
 - ☒ Completion of **25** years **(insert number)** of Total Credited Service
 - ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☒ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (3) ☐ **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

- ☐ Must have attained at least age _____ **(insert number)**
- ☐ Must not satisfy any minimum age requirement
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (4) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (5) ☐ **Other Alternative Normal Retirement Benefit.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan

provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☐ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☐ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A public safety employee Participant (**check one**): ☐ is required ☐ is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service (**check one**):

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☒ No minimum.
- ☐ _____ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- ☒ not limited.
- ☐ limited to _____ years for all Participants.
- ☐ limited to _____ years for the following classes of Eligible Regular Employees:
 - ☐ All Eligible Regular Employees.

- ☐ Only the following Eligible Regular Employees: _____.
- ☐ limited to _____ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _____ years as a Municipal Legal Officer.
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- ☐ (a) **Flat Percentage Formula.** _____% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- ☐ (b) **Alternative Flat Percentage Formula.** _____% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- ☒ (c) **Split Final Average Earnings Formula.** 1.0% (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus 1.75% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☒ All Participants who are Regular Employees.
- ☐ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- ☐ (d) **Alternative Split Final Average Earnings Formula.** _____% (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered

Compensation), plus _____% (**insert percentage**) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants.
- ☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - ☐ All Participants who are Regular Employees.
 - ☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - ☐ All Participants who are Regular Employees.
 - ☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- ☒ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - ☒ All Participants who are Regular Employees.
 - ☐ Only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ _____ (**specify amount**). This definition shall apply to (**check one**):
 - ☐ All Participants who are Regular Employees.
 - ☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☒ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$50.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- ☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- ☐ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the

Master Plan to account for early commencement of benefits. This provision shall apply to:

- ☐ All Participants.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.
- ☒ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
- ☒ All Participants.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>Age 65</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
<input checked="" type="checkbox"/> 0	1.000
<input checked="" type="checkbox"/> 1	0.975
<input checked="" type="checkbox"/> 2	0.950
<input checked="" type="checkbox"/> 3	0.925
<input checked="" type="checkbox"/> 4	0.900
<input checked="" type="checkbox"/> 5	0.875
<input checked="" type="checkbox"/> 6	0.850
<input checked="" type="checkbox"/> 7	0.825
<input checked="" type="checkbox"/> 8	0.800
<input checked="" type="checkbox"/> 9	0.775
<input checked="" type="checkbox"/> 10	0.750
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.

- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum is established.
- ☒ No less than (**check one**): ☒ 20% ☐ 10% ☐ ____% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- ☐ No less than (**check one**): ☐ 66 2/3 % ☐ ____% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☒ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

- ☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer)**: _____.

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible

Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

- (c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

- ☐ (1) No cost-of-living adjustment.
- ☒ (2) Variable Annual cost-of-living adjustment not to exceed 5% **(insert percentage)**.
- ☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- ☐ All Participants (and their Beneficiaries).
- ☒ Participants (and their Beneficiaries) who terminate employment on or after **August 1, 1981** (insert date).
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named): _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule **(check one)**:

- ☐ **No vesting schedule (immediate vesting).**
- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of **5** years (insert number not to exceed 10) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (insert percentages):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Vesting Schedule for excepted class (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☒ No vesting schedule (immediate vesting).
- ☐ Other vesting schedule (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1) ☐ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
- ☐ The Participant must be vested in a normal retirement benefit.
 - ☐ The Participant must have _____ years (**insert number**) of Total Credited Service.

- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) ☒ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

- ☒ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☒ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☒ one-half ($\frac{1}{2}$) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

- ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- ☐ **Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- ☒ Are not required.
- ☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.
- ☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- ☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- ☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

- ☐ Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):
-

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or

other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be November 16, 2022.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Port Wentworth, Georgia this _____ day of _____, 20____.

Attest:

CITY OF PORT WENTWORTH, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**GENERAL ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Port Wentworth, as follows (complete one or more sections, as applicable):

*** Items (1) through (14) of General Addendum – Not Applicable ***

(15) **Other** (may include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):

(a) **Joint and Survivor Benefit.** Participants who terminate on or after April 1, 1985, who elect a joint and survivor benefit under the Plan, and who designate their Spouse as their Post-Retirement Beneficiary shall receive an unreduced retirement benefit. However, the Spouse's survivor benefit may be reduced depending upon the age difference between the Participant and the Spouse, in accordance with and subject to the amendment to the Plan which became effective April 1, 1985, the terms of which are incorporated herein by reference.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Port Wentworth, Georgia this _____ day of _____, 20____.

Attest:

CITY OF PORT WENTWORTH

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2771)

Meeting: 12/01/22 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.I

DOC ID: 2771

Impact Fees-1st Reading

Issue/Item: Implement the use of Impact Fees on new development.

Facts and Findings:

The Georgia Legislature, through the enactment of the Georgia Development Impact Fee Act, Georgia Code Title 36-71-1 through 36-71-13, has authorized the City of Port Wentworth to enact development impact fees for parks and public safety facilities.

Any person who makes or causes the making of an improvement to land that requires the issuance of a building permit or any person who changes the use of any structure to one which will generate additional demands for parks, public safety and infrastructure capital improvements is required to pay an impact fee in the manner and amount set forth in this chapter.

Fees will be imposed on the following land use categories. Single Family Detached, Multi-Family and Townhouses, Retail Commercial, Office, and Industrial.

Recommendation: First Reading

ATTACHMENTS:

- COPW - Ord - Impact Fees (DOCX)

ORDINANCE NO. O2022-XXX

**STATE OF GEORGIA
COUNTY OF CHATHAM
CITY OF PORT WENTWORTH**

AN ORDINANCE TO ADOPT IMPACT FEE ORDINANCE

WHEREAS, it is necessary from time to time to modify the City's ordinances; and

WHEREAS the Mayor and City Council is tasked with the authority to adopt and provide for such ordinances, resolutions, rules, and regulations which it deems necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, and well-being of the inhabitants of the City; and

WHEREAS, pursuant to City Charter Sec. 1.13(8) the City is authorized to levy and provide for the collection of fees; and

WHEREAS, pursuant to City Charter Sec. 1.18(24) the City is authorized to regulate, permit, and/or license the erection and construction of buildings and all other structures; and

WHEREAS, the Mayor and City Council desire to have impact fees assist in the implementation of the City's Comprehensive Plan, to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide parks, public safety, and capital improvements in the City of Port Wentworth; and

WHEREAS, this proposed Ordinance is intended to fully comply with each and every relevant provision of the Georgia Development Impact Fee Act, O.C.G.A. § 36-71-1, et. seq. and Mayor and Council desire and intent this Ordinance to be implemented and implemented to so comply; and

Attachment: COPW - Ord - Impact Fees (2771 : Impact Fees- 1st Reading)

NOW, THEREFORE, that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

- I. There is created a new Chapter in the City's Code of Ordinances, Chapter 5.1 – Impact Fees, to read as follows:

Chapter 5.1 - IMPACT FEES

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Chapter 5.1 - IMPACT FEES

ARTICLE I. - IN GENERAL

Sec. 5.1-1. - Short title, authority and applicability.

- (a) This chapter shall be known and may be cited as the "Impact Fee Ordinance."
- (b) The Georgia Legislature, through the enactment of the Georgia Development Impact Fee Act, Georgia Code Title 36-71-1 through 36-71-13, has authorized the City of Port Wentworth to enact development impact fees for parks and public safety facilities.
- (s) Any person who makes or causes the making of an improvement to land that requires the issuance of a building permit or any person who changes the use of any structure to one which will generate additional demands for parks or public safety capital improvements is required to pay an impact fee in the manner and amount set forth in this chapter.
- (d) This chapter shall apply throughout the incorporated area of the City of Port Wentworth.

Sec. 5.1-2. - Intent and purpose.

- (a) This chapter is intended to assist in the implementation of City of Port Wentworth Comprehensive Plan pursuant to the Georgia Planning Act of 1989.
- (b) The purpose of this chapter is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide parks and public safety improvements in Port Wentworth.
- (c) This chapter is intended to comply fully with each and every relevant provision of the Georgia Development Impact Fee Act, Georgia Code Title 36-71-1 through 36-71-13, and shall be interpreted and implemented to so comply.

Sec. 5.1-3. - Rules of construction.

- (a) The provisions of this chapter shall be liberally construed so as to effectively carry out its purpose to promote and protect the health, safety, morals, convenience, order, prosperity, and the general welfare of the community of Port Wentworth.
- (b) For the purposes of administration and enforcement of this chapter, the following rules of construction shall apply:
 - (1) In case of any difference of meaning or implication between the text of this chapter and any caption, illustration, summary table, or illustrative table, the text shall control.
 - (2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.
 - (3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.
 - (4) The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".
 - (5) The word "person" includes an individual, a corporation, a partnership, an incorporated association, a governmental agency, or any other similar entity.
 - (6) Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:
 - a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.

- b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- (7) The words "including" or "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

Sec. 5.1-4. - Definitions.

Certain words or phrases used to this chapter shall be construed as herein set out unless it is apparent from the context that they have a different meaning.

- (a) *Land use definitions.* The land use categories in the impact fee schedule shall be defined as follows.

Single-family detached: A building containing only one dwelling unit, including a mobile or manufactured home.

Multi-family: A building containing two or more dwelling units, including duplexes, apartments, residential condominiums, townhouses, and timeshares.

Retail/commercial: An integrated group of commercial establishments planned, developed, owned or managed as a unit, or a free-standing retail or commercial use. A retail or commercial use shall mean the use of a building or structure primarily for the sale to the public of nonprofessional services, or goods or foods that have not been made, assembled or otherwise changed in ways generally associated with manufacturing or basic food processing in the same building or structure. This category includes all uses located in shopping centers and includes, but is not limited to, the following types of free-standing uses:

Amusement park	Laundromat
Auto parts store	Laundry or dry cleaning
Auto wrecking yard	Lawn and garden supply store
Automobile repair	Massage establishment
Bank	Music store
Bar or cocktail lounge	Newsstand
Camera shop	Nightclub
Car wash	Racetrack
Convenience store	Rental establishment
Department store	Restaurant
Fitness or health club	Theater, including movie theater
Furniture store	Repair shop, including auto repair
Food store	Specialty retail shop
Gasoline service station	Supermarket
Golf course	Trade school
Grocery store	Used merchandise store
Hardware store	Variety store
Hotel or motel	Vehicle and equipment dealer

Office: A building exclusively containing establishments providing executive, management, administrative, financial, medical or other professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or childcare facilities. It may be the upper floors of a multi-story office building with ground floor retail uses. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, medical and veterinary offices; music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; or business offices of private companies, utility companies, trade associations, unions

and nonprofit organizations. This category does not include an administrative office that is ancillary to the principal use on the site.

Industrial/warehouse: An establishment primarily engaged in the fabrication, assembly or processing of goods, or an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment. Typical uses include manufacturing plants, industrial parks, research and development laboratories, welding shops, wholesale bakeries, dry cleaning plants, bottling works, wholesale distributors, storage warehouses, trucking terminals, moving and storage firms, recycling facilities, trucking and shipping operations, major mail processing centers, or mini-warehouses.

Public/Institutional: A governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center or separately listed in the impact fee schedule. Typical uses include churches, day care centers, elementary and secondary schools, higher education facilities, hospitals, nursing homes, city halls, courthouses, fire stations, post offices, jails, parks, libraries, museums, military bases, airports, bus stations, or fraternal lodges.

- (b) *Other terms.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building permit: The approval issued by the City that authorizes the construction or permanent placement of a building, dwelling or other structure on a site.

Capital improvement: Land acquisition, site improvements, and capital equipment for park public safety, and public facilities with an expected use life of ten years or more, which is not for maintenance, rehabilitation, replacement, or operations.

Capital improvement costs: Costs incurred to provide additional public facility capacity needed to serve growth and development, including planning, design and construction, land acquisition, land improvement, design and engineering related thereto, construction contract price, surveying and engineering fees, related land acquisition costs (court awards and costs, attorneys' fees, and expert witness fees), or expenses incurred to prepare or update the impact fee study or capital improvements element. Projected interest charges and other finance costs may be included if the development impact fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the City to finance the capital improvements element. Such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

Capital improvements element: A component of the comprehensive plan that sets out a schedule of capital improvements that will meet the anticipated need for public facility capital improvements,

City: The City of Port Wentworth, Georgia, and all components and officials thereof.

Comprehensive plan: The duly adopted City of Port Wentworth Comprehensive Plan.

Developer: Any person or legal entity undertaking development.

Development: Any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, any of which creates additional demand for public facilities.

Development approval: Any written authorization from the City that authorizes the commencement of construction.

Encumber: To legally obligate by contract or otherwise commit to use by appropriation or other official act of the City.

Feepayer: The person who pays an impact fee or that person's successor in interest.

Governing body: The City Council of the City of Port Wentworth.

Impact fee: A payment of money imposed upon development as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development. This term is interchangeable with development impact fee.

Impact fee administrator: The official designated by the governing body of the City of Port Wentworth to carry out the administration of this chapter, or that official's designee.

Impact fee study: The *Parks and Public Safety Impact Fee Study for Port Wentworth, Georgia*, prepared by Duncan Associates in November 2021, or a subsequent similar study that calculates the maximum impact fees that may be imposed by the City, consistent with the Georgia Development Impact Fee Act.

Park facility: A City-owned site providing active recreational opportunities to the public.

Public facilities: Parks or public safety facilities.

Public safety facility: Land, buildings or equipment used for fire protection, suppression and rescue or for police protection and law enforcement.

Project: A particular development on an identified parcel of land.

Proportionate share: That portion of the cost of system improvements which is reasonably related to the service demands and needs of the project.

Service area: A geographic area identified in the capital improvements element in which a defined set of public facilities provides service to development within the area.

Shopping center: A group of retail and/or other commercial establishments that is planned, developed, owned and managed as a single property, with common on-site parking provided.

Secs. 5.1-5, 5.1-6 Reserved.

ARTICLE II. – IMPOSITION

Sec. 5.1-7. - Imposition of impact fees.

No building permit or subsequent development approval shall be issued until any impact fee required by this chapter has been paid. At the option of the feepayer, the amount of the fees may be determined from the fee schedule or by an individual fee determination.

Sec. 5.1-8. - Determination of fee based on fee schedule.

- (a) *Payment from schedule.* At the option of the feepayer, the amount of the fees may be determined from the schedule of fees listed below.

Land Use Type	Development Unit	Fee per Development Unit			
		Parks	Public Safety	Infrastructure	Total
Single-Family Detached	Dwelling	\$400	\$400	\$400	\$1,200
Multi-Family	Dwelling	\$600	\$800	\$600	\$2,000
Retail/Commercial	1,000 sq. ft.	\$200	\$200	\$200	\$600
Office	1,000 sq. ft.	\$200	\$200	\$200	\$600
Industrial/Warehouse	1,000 sq. ft.	\$400	\$400	\$400	\$1,200

- (b) *Automatic adjustment.* The impact fees shown in subsection (a) above shall be adjusted annually by the impact fee administrator to account for inflation in the cost of capital improvements. The adjustment will be based on the change in the *Engineering News-Record* Construction Cost Index during the most recent 12-month period for which data is available. The inflation-adjusted fee schedule

shall be available at the building permit counter and posted on the City's web site at least three months prior to going into effect.

- (c) *Administrative charge.* At the time of payment of the impact fee, the feepayer shall also pay an administrative charge equal to three percent of the impact fee to reimburse the City for the cost of collecting and accounting for the impact fees. Administrative fees collected shall be deposited into the general fund of the City.
- (d) *Determination of land use type.* If the type of development activity is not specified in the fee schedule, the impact fee administrator shall apply the fee of the most nearly equivalent type of land use on the fee schedule. The impact fee administrator shall be guided in the selection of a comparable land use type by the definitions in section 5.1-4(a). The impact fee administrator shall maintain a list of the classifications determined administratively for miscellaneous land use types.
- (e) *Certification of land use type.* Individuals may request an interpretation of the impact fee schedules as they apply to their developments. The impact fee administrator shall certify the land use classification for the proposed land use. If the feepayer disagrees with the interpretation of the impact fee schedules, the feepayer may prepare an individual fee determination study in accordance with this chapter.
- (f) *Mixed use development.* If a development includes both residential and nonresidential uses, the impact fees are to be assessed for each use based on the fee schedule and the results added together.
- (g) *Mixed use structures.* If a structure includes both residential and nonresidential uses, the impact fees are to be assessed for each use individually based on the relevant fee schedule and the results added together.
- (h) *Shell permit.* Builders may apply for a building permit to construct the "shell" of a building. Tenant finish permits are issued later to finish construction of the interior of the structure. The impact fee shall be paid prior to the issuance of the building permit for construction of the shell. The amount of the fee shall be based on the intended land use as described by the builder. If a builder applies for a shell permit and the intended land use is not known, the impact fees shall be assessed based on that land use which generates the greatest impact and is allowed under the existing zoning for the lot or parcel. If it is found during review of the application for a tenant finish permit that the actual land use differs from the intended land use as described by the builder, a determination shall be made as to whether or not an additional impact fee is due based on the procedures for change of use. If so, the additional impact fee shall be paid prior to the issuance of a new building permit for the completion of the shell. If it is determined that there has been an over-payment of impact fees, a refund would become available pursuant to section 5.1-14. If a shell permit was issued prior to the effective date of the appropriate impact fee ordinance and left unfinished, no impact fee shall be assessed for tenant finish permits, although subsequent change of use, redevelopment, or modification of the structure may be subject to an impact fee based on the procedures for change of use.
- (i) *Change of use.* In the case of a change of use, redevelopment, or modification of an existing use which requires the issuance of a building permit, the impact fee shall be based upon the net increase in the impact fees for the new use as compared to the previous use. The previous land use is the most recent lawful land use physically existing on the site since the effective date of the impact fee ordinance. The amount of the impact fees that is due as a result of the change in land use shall be determined at the time the feepayer applies for a building permit. The impact fees shall be paid prior to the issuance of a building permit for construction or remodeling. The feepayer shall furnish all documentation required by the impact fee administrator to determine the previous use. Should the change of use, redevelopment, or modification result in a net decrease in the impact, no refunds or credits for impact fees previously paid shall be made. If the change of land use does not require the issuance of a building permit, there shall be no requirement to pay an impact fee.
- (j) *Accessory or auxiliary uses.* No fee shall be assessed for accessory or auxiliary land uses for residential developments, such as a clubhouse or tennis court in an apartment complex, unless the impact fee administrator determines that the land use serves as an individual attraction. Structures that meet the definition of a dwelling unit are not exempted as accessory or auxiliary uses.

- (k) *House moves.* Impact fees shall be assessed for structures or mobile homes moved from one location to another unless the structure or unit being moved is a replacement of an equivalent use at the new location. If the structure so moved is replaced by an equivalent use at the old location, no impact fee shall be due for the replacement use.
- (l) *Model homes.* Model homes on residentially-zoned land shall be charged residential impact fees. Model homes on land zoned for nonresidential use shall be charged nonresidential impact fees.
- (m) *Square feet.* Square feet refers to the enclosed floor area of a building. Enclosed floor area is the total area of all floors of a building as measured to the exterior walls and includes halls, stairways, elevator shafts, porches and balconies, but excludes enclosed parking and loading areas.
- (n) *Appeals.* If the feepayer disagrees with the interpretation of the fee schedule by the impact fee administrator, the feepayer may appeal the decision pursuant to section 5.1-18.

Sec. 5.1-9. - Individual fee determination.

- (a) *Option of the feepayer.* If a feepayer opts not to have impact fees determined according to the fee schedule in section 5.1-8(a), then the feepayer shall prepare and submit an individual fee study in accordance with this section prior to the issuance of a permit.
- (b) *Purpose and intent.* The purpose of the individual fee study is to measure the impact of the development in question on parks and recreation and public safety facilities. An individual fee study must address the expected impact of the development over the projected life of the structures within the development, which may differ from the impact of the proposed initial occupancies. Any claim that the use or occupancy of the structures within the development will be different from normal use or occupancy must be supported by deed restrictions, restrictive covenants or other appropriate documentation that will support the claim.
- (c) *Guidelines.* The applicant shall inform the impact fee administrator of the intent to utilize an individual fee determination. The impact fee administrator shall then schedule a pre-application meeting with the applicant. The individual fee study shall follow the methodologies and formats which are agreed upon during the pre-application meeting and be in accord with the methodology used in the supporting impact fee study. The methodology in the impact fee study multiplies the number of service units generated by the land use by the net cost per service unit. The individual fee determination study may only address the expected number of service units to be generated by the development, and shall use the net cost per service unit contained in the appropriate impact fee study. The service units are equivalent dwelling units for the parks and recreation impact fees, and functional population for the public safety impact fees. In the event that the impact fees are adopted at a percentage less than 100% of the maximum fees calculated in the impact fee study, the individual fee study shall apply the same percentage.
- (d) *Professional standards.* The individual fee determination study shall be prepared by professionals qualified in their respective fields. The methodology shall be consistent with best professional practice and support the central claim of the study. The study shall provide all necessary supporting documentation and information. Failure to adhere to best professional standards is a basis for rejection of the study.
- (e) *Procedures.* The impact fee administrator shall develop procedures for review of individual fee studies with appropriate timelines to ensure that the review process does not unduly delay development. The procedures will be included in an impact fee administrative manual that will be available to applicants, including on the City's website.

Secs. 5.1-10, 5.1-11 Reserved.

ARTICLE III. - ADMINISTRATION

Sec. 5.1-12. - Administrative organization and responsibility.

- (a) *Impact fee administrator.* The impact fee administrator is hereby authorized to interpret and implement all provisions of this chapter and the appropriate ordinances and to carry out the general administration of all impact fees enacted by the City. The impact fee administrator shall have the responsibility to carry out the following:
- (1) Determine the land use type(s) in the fee schedule applicable to the proposed development pursuant to section 5.1-8(d).
 - (2) When requested, certify the land use types in the impact fee schedules that apply to a particular development proposal, as described in section 5.1-8(e).
 - (3) Administer individual fee determinations as set forth in section 5.1-9.
 - (4) Administer credit agreements as set forth in section 5.1-15.
 - (5) Determine the availability of and the amount of any refund of impact fees, pursuant to 5.1-14.
 - (6) Calculate additional impact fees due in the event of change of use, redevelopment, or modifications of an existing use, pursuant to 5.1-8(i).
 - (7) Adjust the fees annually for construction cost inflation, pursuant to 5.1-8(b).
 - (8) Prepare an annual report pursuant to 5.1-13(g).
- (b) *Other departments.* Other departments and offices of the City shall provide advice, information, or other such services upon the request of the impact fee administrator.
- (c) *City attorney.* The impact fee administrator shall refer all legal matters regarding the administration of this chapter and the relevant impact fee ordinances to the City attorney.

Sec. 5.1-13. - Accounting and expenditure of funds.

- (a) *Accounting records.* Accounting records shall be maintained for each category of improvements and the service area in which the fees are collected. Interest earned on development impact fees shall be considered funds of the account on which it is earned and shall be subject to all restrictions placed on the use of development impact fees under the provisions of this chapter. The accounting records shall include the following information:
- (1) The accounting records to be maintained shall specify the address of each property which paid impact fees, the amount of fees paid in each category in which fees were collected, and the date that such fees were paid; and
 - (2) As to any exemptions granted, the accounting records to be maintained shall specify the address of each property for which exemptions were granted, the reason for which such exemption was granted, and the revenue source from which the exempt development's proportionate share of the system improvements is to be paid.
- (b) *Trust funds established.* All impact fee funds shall be maintained in one or more interest-bearing accounts. Separate impact fee trust funds are hereby established for parks and public safety impact fees. All impact fees collected shall be properly identified and promptly transferred for deposit in the appropriate impact fee trust fund to be held in a separate account until expended or encumbered in accord with this chapter.
- (c) *Use of impact fee funds.* Expenditures of impact fees shall be made only for the type of capital improvements and in the service area for which the impact fee was imposed as shown by the capital

improvements element. Impact fees shall not be used for any purpose that does not involve capital improvements that create additional capacity available to serve new growth and development.

- (d) *Debt service.* In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in subsection (c) above.
- (e) *Reimbursement of excess credits.* In the event a developer enters into an agreement with the City to construct, fund or contribute capital improvements so that the amount of the credit created by such construction, funding or contribution is in excess of the impact fee otherwise due, the developer shall be reimbursed for such excess construction funding or contribution from development impact fees paid by other developments located in the service area which is benefited by such improvements from the appropriate impact fee fund.
- (f) *Refunds.* Impact fee funds may be used to provide refunds authorized in Sec. 5.1-14.
- (g) *Annual report.* At least once each fiscal period, the impact fee administrator shall present to the governing body a report describing the amount of impact fees collected, encumbered, and spent, and a proposed capital improvement program, which assigns funds, including any accrued interest, from the several impact fee trust funds to specific improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the same impact fee trust funds until the next fiscal period.

Sec. 5.1-14. - Refunds.

- (a) *Expiration, revocation, or surrender of permit.* In the event that a building permit or other development approval for which an impact fee was paid expires, is revoked or is surrendered without the commencement of construction, a feepayer or successors in interest shall be entitled to a refund, without interest, equal to 95 percent of the impact fee paid. Five percent of the fee shall be retained by the City to offset the administrative costs of collection and refund. In the case of an expired permit or development approval that was obtained in whole or in part by the use of credits, only the portion not obtained by credit may be refunded.
- (b) *Trust accounts not expended.* Any funds within impact fee trust accounts not expended or encumbered within six years from the date the relevant impact fee was paid shall be considered refundable. Funds shall be deemed expended or encumbered when a contract or agreement obligating those funds is approved by the City. Funds in the impact fee trust accounts shall be considered expended or encumbered on a first in, first out basis.
 - (1) When funds have not been expended or encumbered within the appropriate period, the impact fee administrator shall provide written notice of an entitlement to a refund to the feepayer who paid the development impact fee at the last known address or to a successor in interest who has given notice of name and address to the City of a transfer or assignment of the right or entitlement to a refund and who has provided a mailing address. Such notice shall also be published within 30 days after the expiration of the six-year period after the date that the development impact fees were collected and shall contain the heading "Notice of Entitlement to Development Impact Fee Refund."
 - (2) Before issuance of the refund can be authorized pursuant to this section, the feepayer or successor in interest shall submit a written request for refund to the impact fee administrator. This request must be submitted within one year of the time such refund becomes payable under this section or within one year of publication of the notice of entitlement to a refund, whichever is later. All rights to a refund shall be deemed waived if requests are not timely received.
 - (3) In applying for the refund, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate proof of payment by the feepayer or successor in interest, the date and amount paid, and the permit issued as a result

of that payment. The impact fee administrator shall verify whether the impact fee is refundable and if so, process the applicant's request.

- (4) Any impact fee to be refunded under this section shall be made to the feepayer, along with a pro rata share of interest actually earned on the unused or excess balance, within 60 days after it is determined that sufficient proof of claim for a refund has been made.
- (c) *Overpayment.* A refund, without interest, will be made if it is determined by the impact fee administrator that an overpayment of impact fees has occurred.
- (d) *Expiration of building permits.*
 - (1) If a permit expires, is revoked, or is voluntarily surrendered and is, therefore, voided and no construction or improvement of land has commenced, then the feepayer shall be entitled to a refund, without interest, of 95 percent of the impact fees that were paid. The City shall retain five percent of the fees to offset the costs of collection and refund. The feepayer must apply for such a refund to the impact fee administrator within 30 days of the expiration of the permit. In the case of an expired permit which was obtained in whole or in part by the use of credits, only that portion not paid by credits may be refunded, and it is from this part that the five percent administrative fee shall be deducted.
 - (2) If a refund has been received by the feepayer, the feepayer must pay the appropriate impact fee to reapply for a permit. Conversely, if a permit expires and no refund has been issued, a feepayer will not have to pay the fee again to reapply for the permit on the same lot, parcel or tract unless the use or size of the structure has changed, in which case the amount due would be the change in the amount of the fee based upon the new structure as contrasted with the original.

Sec. 5.1-15. - Credits.

- (a) In the determination of impact fees for a particular project, credit shall be given for the present value of any construction of improvements or contribution or dedication of land or money required or accepted by the City from a developer against the type of public facility for which the impact fee is being collected.
- (b) In the event that a developer enters into an agreement with the City to construct, fund, or contribute public facility capital improvements such that the amount of the credit created by such construction, funding, or contribution is in excess of the impact fees which would otherwise have been paid for the development project, the developer shall be reimbursed for such excess construction, funding, or contribution from impact fees paid by other development located in the service area that is benefited by such improvements.
- (c) *Transferability of credits.* Impact fee credits shall not be transferable from one project or development to another unless so provided for in a development impact fee agreement with the City.
- (d) *Cancellation of credit.* Once used, credits shall be canceled and shall not be reestablished even if the permit for which they were used expires without commencing construction.
- (e) *Procedures.* The impact fee administrator shall develop procedures for review of credit applications with appropriate timelines to ensure that the review process does not unduly delay development. The procedures will be included in an impact fee administrative manual that will be available to applicants, including on the City's website.
- (f) *Maintenance of records.* The impact fee administrator shall maintain records on previously approved credits, including the use of credits to offset impact fees otherwise due and current unused balances.
- (g) *Appeals.* Decisions of the impact fee administrator with respect to developer credits may be appealed as set out in section 5.1-16.

Sec. 5.1-16. - Appeals.

- (a) *Payment under protest.* A developer may pay a development impact fee under protest in order to obtain a development approval or building permit, as the case may be. A developer making such payment shall not be estopped from exercising the right of appeal provided by this section, nor shall such developer be estopped from receiving a refund of any amount deemed to have been illegally collected.
- (b) *Procedure.*
 - (1) *Request for reconsideration.* If the applicant or feepayer is dissatisfied with a final decision from the impact fee administrator, deemed such by the impact fee administrator, an applicant, within 15 days of that final decision, may ask for reconsideration by the impact fee administrator by submitting a letter which explains the nature of the feepayer's disagreement with the decision of the impact fee administrator. On the basis of the feepayer's letter and the recommendation of the other departments, the impact fee administrator shall, within 15 days of the receipt for the request for reconsideration, provide a written determination with respect to the request for reconsideration to the applicant or feepayer.
 - (2) *Appeal to the governing body.* All appeals from the impact fee administrator's determination shall be taken within 15 days of the impact fee administrator's decision on the request for reconsideration by filing with the impact fee administrator a notice of appeal specifying the grounds therefor. The impact fee administrator shall transmit to the governing body all papers constituting the record upon which the action appealed is taken. The governing body shall thereafter establish a reasonable date and time for a hearing on the appeal, give due notice thereof, and make a determination on the appeal within a reasonable period of time following the hearing. Any applicant or feepayer or taking an appeal shall have the right to appear at the hearing, to present their arguments through documentation and/or oral presentation, and may be represented by counsel.
 - (3) *Judicial remedy.* Nothing in this chapter or in the impact fees ordinances is intended to preclude any applicant who is dissatisfied with the determination of the governing body from seeking a judicial remedy.
- (c) *Payment of impact fees pending appeal.*
 - (1) The permit applied for will not be issued unless the impact fee as determined by the impact fee administrator is paid in full, regardless of an appeal by an applicant.
 - (2) Any reduction of impact fees resulting from a successful appeal shall be by refund of any excess amount paid at the time of the issuance of the permit. No interest will be paid on a refund of any such overpayment.

Sec. 5.1-17. - Periodic Review.

The impact fee study, the impact fee schedule set forth in section 5.1-8(a), this chapter and the administration of the impact fee system shall be reviewed by the governing body at least once each fiscal biennium to determine if any updates or revisions are needed.

- II. All laws and parts of laws in conflict with this Act are hereby repealed.
- III. This Ordinance shall become effective upon the passage of the next Comprehensive Plan for the City of Port Wentworth.

SO ORDAINED this the _____ day of _____, 2022.

Approved:

Gary Norton, Mayor

Attest:

Zahnay Smoak, City Clerk

First reading: _____ (date)

Second reading: _____ (date)

Attachment: COPW - Ord - Impact Fees (2771 : Impact Fees- 1st Reading)