



CITY OF PORT WENTWORTH

CITY COUNCIL

DECEMBER 15, 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

A. 8U Youth Football- CAA 2022 Champions

6. PUBLIC COMMENTS - REGISTERED SPEAKERS

7. ELECTIONS & APPOINTMENTS

8. ADOPTION OF MINUTES

A. Regular Council Meeting Minutes - December 1, 2022

9. COMMUNICATIONS & PETITIONS

A. New Park Update

10. COMMITTEE REPORTS

11. CONSENT AGENDA

A. Sewer Overflow Response Plan 12/2022

B. Agreement between CSX Transportation and the City of Port Wentworth (12" Force Main Railroad Crossing)

C. Well #1 Repair at Appleby Rd.

12. UNFINISHED BUSINESS

A. Amendment to the Georgia Municipal Employees Benefit System, Defined Benefit Retirement Plan- 2nd Reading

B. Budget Amendment for The Year Ending 6/30/2023- 2nd Reading

C. Redistricting- 2nd Reading

13. NEW BUSINESS

- A. Site Plan Review Application submitted by White Oak Development Partners, LLC on behalf of PWJB, LLC., for PIN #'s 70906 04033 and 70906 04034 (5 & 7 Magnolia Blvd) for a General Development Site Plan to allow a Self-Storage Facility (Silo Self Storage) in a M-P-O (Master Plan Overlay) Zoning District

- Public Hearing
- Action

- B. Alcoholic Beverage License Application submitted by Shahid Mehmood for a Beer / Wine and Sunday Sales License for Mehmood Traders 2022, LLC., DBA Fast Market (7308 Highway 21) located in a P-C-1 (Planned Neighborhood Business) Zoning District

- Public Hearing
- Action

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

- A. City Council meeting dates for 2023.
- B. Industrial Moratorium Extension

15. EXECUTIVE SESSION

16. ADJOURNMENT



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/15/22 07:00 PM
Department: Public Services
Category: Agreement
Prepared By: Omar Senati-Martinez
Department Head: Omar Senati-Martinez

11.A

AGENDA ITEM (ID # 2777)

DOC ID: 2777

Sewer Overflow Response Plan 12/2022

Issue/Item: Adopt the new Sewer Overflow Response Plan 12/2022

Background: The City of Port Wentworth authorized Turnipseed Engineers to prepare a Sewer Overflow Response Plan (SORP) that shall act as procedural guidance in the event of a raw sewage spill. This purpose of this SORP is to ensure that sewage overflow incidents are properly reported and monitored to ensure regulatory compliance and minimize negative impacts to public health.

Facts and Findings: Both spills and major spills are regulated by NPDES Permit Part II.A.11 and Georgia Administrative Code (GAC) Rule 391-3-6-.05. The City of Port Wentworth SORP will provide step by step guidance which aligns with NPDES Permit Part II.A.11 and GAC Rule 391-3-6.05

Funding:

Recommendation: Approve and adopt the new SORP

ATTACHMENTS:

- FINAL Rev Port Wentworth - Sewer Overflow Response Plan (Davis' Markups) (PDF)

**SEWER OVERFLOW
RESPONSE PLAN**

FOR THE

CITY OF PORT WENTWORTH

**MARCH 2022
(Revised July 2022)**

**SEWER OVERFLOW
RESPONSE PLAN**

FOR THE

CITY OF PORT WENTWORTH

MARCH 2022
(Revised July 2022)

Prepared by:



SEWER OVERFLOW RESPONSE PLAN (SORP)**Approved On:****Amended On:****Sewer System Owner:**

City of Port Wentworth
 7224 GA-21
 Port Wentworth, Georgia 31407

Contact Persons:

Mr. Omar Senati-Martinez
 City of Port Wentworth
 Public Works Director
 912-239-8096 – Cell

Mr. Larry Arnett
 Clearwater Solutions
 Project Manager
 912-856-4199

Regulator Agency to Report Sewer Overflow:

EPD – Coastal Division
 400 Commerce Center Drive
 Brunswick, Georgia 31523

Health Department of Chatham County
 1395 Eisenhower Drive
 Savannah, Georgia 31406

SORP Prepared By:

Turnipseed Engineers
 4210 Columbia Road, Building 3
 Augusta, Georgia 30907

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I. General

The City of Port Wentworth authorized *Turnipseed Engineers* to prepare a Sewer Overflow Response Plan (SORP) that shall act as procedural guidance in the event of a raw sewage spill. This purpose of this SORP is to ensure that sewage overflow incidents are properly reported and monitored to ensure regulatory compliance and minimize negative impacts to public health.

Both spills and major spills are regulated by NPDES Permit Part II.A.11 and Georgia Administrative Code (GAC) Rule 391-3-6-.05. Applicable regulations are available in the appendix. The City of Port Wentworth SORP will provide step by step guidance which aligns with NPDES Permit Part II.A.11 and GAC Rule 391-3-6.05.

II. Sewer Overflow Response Training

Employee Training

A copy of the SORP shall be provided to all existing and future sewer employees. The Director of Facilities is responsible for familiarizing staff with the plan, roles, responsibilities, and procedures described herein. Additional training shall be administered at the discretion of the Director of Facilities. This could include but is not limited to:

- Spill Response Equipment Operation
- Means and Methods to Stop Spills
- Spill Volume Estimation
- Post-Spill Stream Monitoring

Roles & Responsibilities

Currently, the majority of the sewerage system operation is contracted to ClearWater Solutions. In the event of a spill, ClearWater Solutions will be responsible for:

- Investigating the Spill
- Stopping the Spill
- Estimating Spill Volume (See Appendix)
- Completing the Spill Report (See Appendix)
- Conducting Stream Monitoring (See Appendix)

The Director of Facilities will be responsible for:

- Initial Notifications (EPD, Health Department, TV, Paper, Radio)
- Determination of Major vs. Minor Spill
- Reviewing the Completed Report
- Overseeing Stream Monitoring/Spill Mitigation
- Submission of the Report to EPD

III. Sewer Overflow Response Equipment and Resources

The City has the following equipment for use in case of an overflow:

Emergency Generators

NAME	ADDRESS	MAKE	MODEL	S/N	SIZE
Well #1	1 Appleby Road	Caterpillar	D200P4	FAML000771	200kW
Pine Forest Lift Station	0 Blackcreek Road	Caterpillar	D40P3	OLY0000HNPF01031	40kW
Lakeshore Lift Station	47 Lakeshore Blvd	Cummins	DGHD5711381	J050839044	40kW
Newport Lift Station	29 Newport Blvd	Caterpillar	D60P3	OLY00000HNPF03717	60kW
Wastewater Treatment Plant	1000 Richmond Road	Cummins	DQGAA	L100173983	1250kW
Rice Creek Goose Neck Lift Station	5 Goose Neck Ct.	Cummins	DSFAE	C080168818	80kW
Rice Hope Cherry St Lift Station	22 Cherry Street	Cummins	DGDB	E060916835	100kW
Saussy Road Lift Station	145 Saussy Road	Caterpillar	D40P3	F628A/001	40kW

Bypass Pumps

NAME	ADDRESS	MAKE
Waffle House	6941 GA Highway 21	Thompson
Rideshare	7101 GA Highway 21	Thompson
Armadale	1 Armadale Road(Dead end)	Thompson
Coldstream	0 Coldstream Road (Dead end)	Thompson
Amberly	56 1/2 Roseberry Circle	Thompson
Lakeside	53 Lakeside Blvd	Thompson
Cold Creek Pass	314 Coldcreek Pass	Thompson

If necessary, ClearWater Solutions can provide additional equipment from their inventory.

IV. Response Plan

1. Upon notification by the public or any City employee of a sanitary sewer overflow, the City Utilities Director shall send appropriate sewer department personnel to investigate and confirm the report.
2. Once confirmed, **immediately** notify the Georgia EPD Coastal District Office at 912-264-7284 and the Chatham County Health Department at 912-356-2160 of the spill or major spill. If outside of normal business hours, notify the Georgia EPD Coastal District Office at 800-241-4113. Notify Savannah News Radio at 912-964-7794, WTOG 11 News at 912-234-1111 and Savannah Morning News at 1-888-348-3309 of the spill or major spill **within 24 hours** of becoming aware of spill and email a report to the EPD at hanifa.pasya@dnr.ga.gov **within 5 days** of the spill or major spill.
3. The City shall **post signs** where the spill occurred and where the discharge enters the State waters as well as areas of possible public access downstream. The signs shall be posted immediately and shall remain for a period of at least seven (7) days after the spill or major spill has ceased.
4. **In the event of a major spill**, the City shall inform the Georgia EPD Coastal District Office at 912-264-7284 of the major spill. If outside of normal business hours, notify the 24-Hour contact at 800-241-4113. **Within 24 hours**, the City shall notify any downstream drinking water sources within 20 miles of the major spill. A **“Notice of a Major Spill” including the proposed monitoring program** must be posted in the legal section of newspaper **within seven (7) days** of the occurrence of such a spill. A major spill is defined as an estimated discharge over 10,000 gallons or results in water quality violations in waters of the State.
5. **Spill notification content requirements:**
 - Date and Time of spill or major spill.
 - Contact name and number.
 - County name and location of the spill relative to a known street intersection or distance down a creek from a road crossing.

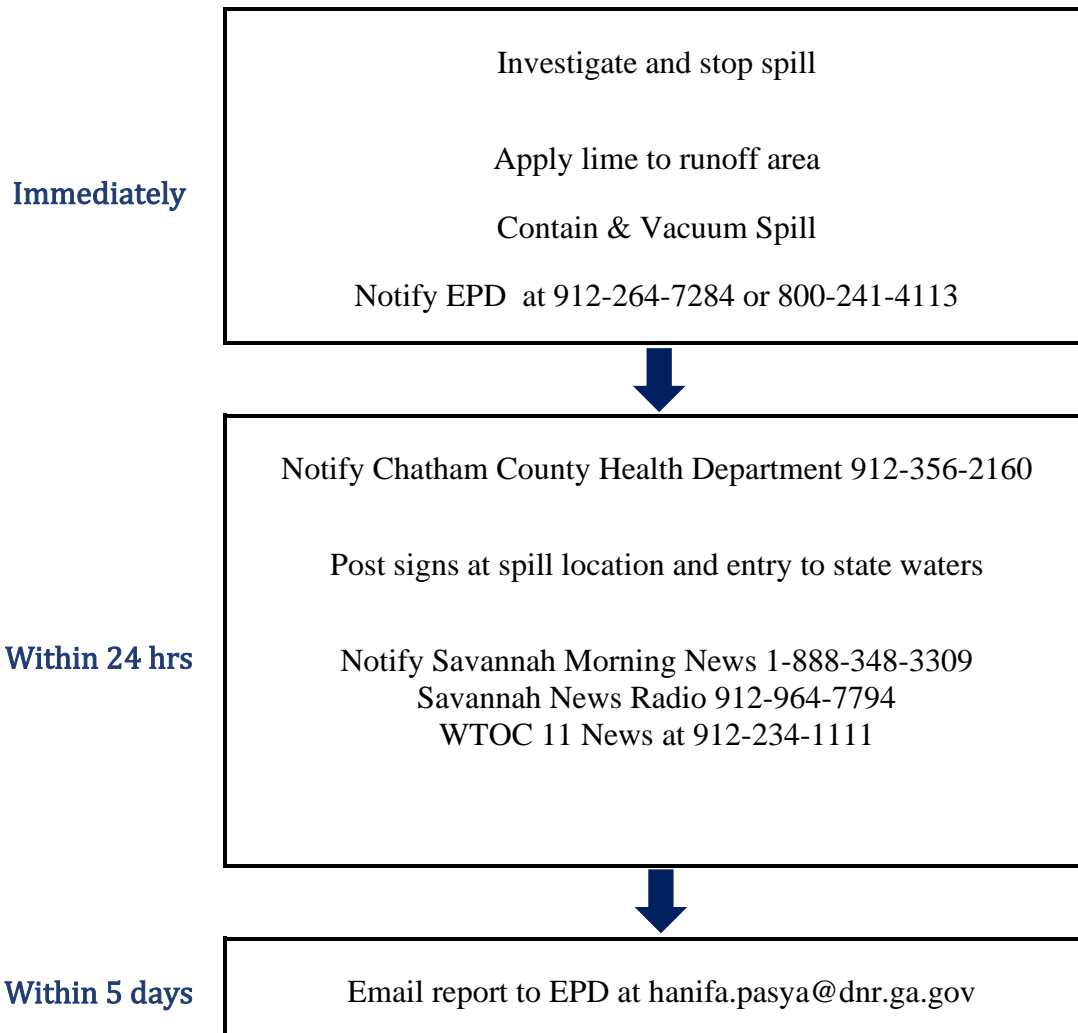
- Identify the creek name and water bodies impacted by the spill.
- Prepare a sketch showing the above information including any manhole numbers.
- Estimated volume of discharge.
- Corrective action taken to mitigate or reduce the adverse effects of the spill or major spill.

A Sewer Overflow Report Form has been included in the Appendix to gather and relay all necessary information.

6. The **“Notice of a Major Spill”** shall be advertised in the legal section in the Savannah Morning News for at least 3 weeks to a month. See item #5 above for notification content. Note that the creek will be monitored as follows: once a day for a week, once a week for a month, and once a month for a year. **Monitoring** will consist of taking samples upstream and downstream of the spill and testing for dissolved oxygen (DO) concentration, fecal coliform bacteria, pH, and temperature. A monitoring form has been included in the Appendix.
7. To **mitigate or reduce the adverse effects** of the spill, the city personnel shall broadcast lime so that the sewer run-off scours across the lime and increases the pH. Additionally, the City should attempt to contain as much of the spill as possible. Sandbags, soil, and plastic sheeting can be used to contain a spill in a nearby ditch to prevent runoff to nearby stormwater structures or streams. Contained raw sewage can then be removed via vacuum truck. By-pass pumps can be utilized as needed to circumvent blocked or damaged portions of the sewerage system.
8. The emails, faxes, notices, and all records of stream samples shall be retained in a file at City Hall for public or EPD access for a minimum of 7 years. Each overflow event shall be filed individually and labeled as follows: “Sanitary Sewer Overflow, (event date)”. In addition, a master sanitary sewer overflow file should be created to contain a sewer system map that should be updated with date and the location highlighted showing the blockage and repairs made.

V. SORP Protocol Summary

1. Spills

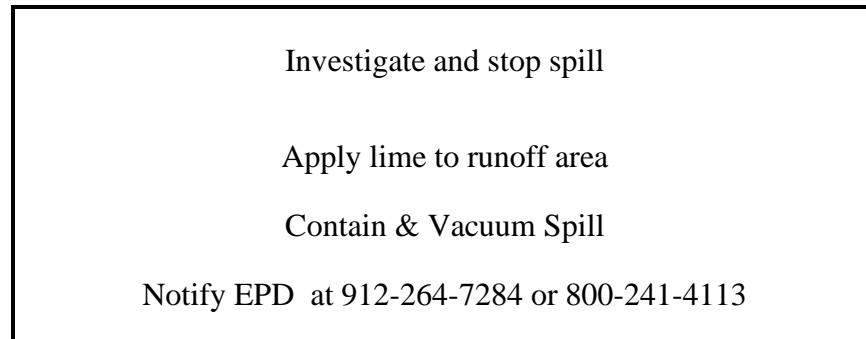


Notes:

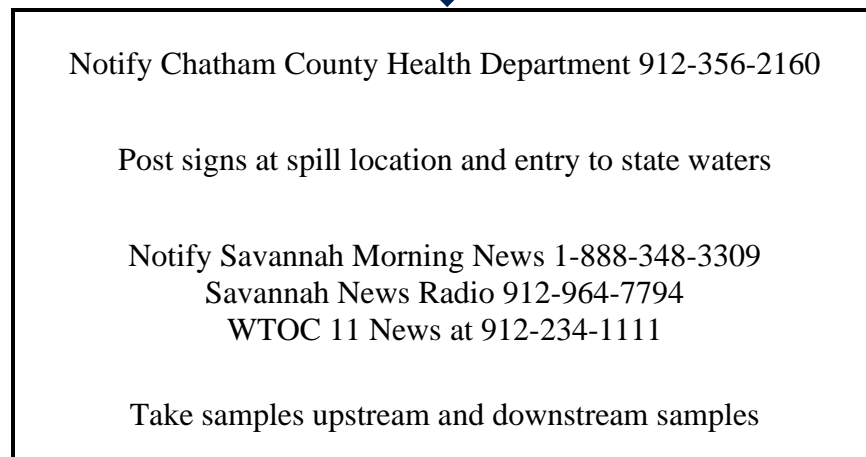
- Keep copies of records at City Hall in the Sanitary Sewer Overflow file
- Mark spill location on sewer map
- Send copy of all sampling reports to EPD and all downstream users

2. Major Spills

Immediately



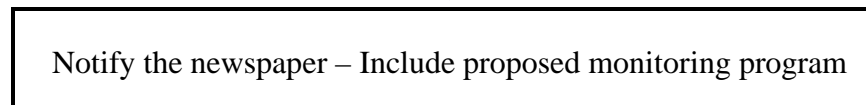
Within 24 hrs



Within 5 days



Within 7 days



Notes:

- Keep copies of records at City Hall in the Sanitary Sewer Overflow file
- Mark spill location on sewer map
- Send copy of all sampling reports to EPD and all downstream users

VI. Appendix

Appendix A – Applicable Regulations
Appendix B – Sewer Overflow Volume Estimation
Appendix C – Sewer Overflow Report Form
Appendix D – Stream Monitoring Form

Appendix A – Applicable Regulations

APPENDIX A

EPD Spill Regulations

The following EPD Spill Regulations are provided in Appendix A:

- 391-3-6-.05 Rules and Regulations for Water Quality Control, Emergency Actions
- EPD Rules 391-3-06 (Applicable Sections)
- EPD sampling and reporting requirements

391-3-6-.05 Rules and Regulations for Water Quality Control, Emergency Actions.

- (1) Purpose. The purpose of Paragraph 391-3-6-.05 is to provide procedures to handle any emergency which endangers the waters of the State.
- (2) Definitions. All terms used in this Paragraph shall be interpreted in accordance with the definitions as set forth in the Act unless otherwise defined in this Paragraph or in any other Paragraph of these Rules.

(a) "Spill means any discharge of raw sewage by a Publicly Owned Treatment Works (POTW) to the waters of the State.

(b) "Major Spill" means:

1. The discharge of pollutants into the waters of the State by a POTW that exceeds the weekly average permitted effluent limit for biochemical oxygen demand (5-day) or total suspended solids by 50 percent or greater for any one day.

2. Any discharge of raw sewage that (1) is in excess of 10,000 gallons or (2) results in water quality violations in the waters of the State.

(c) "Consistently exceeding an effluent limitation" means a POTW exceeding the 30 day average limit for biochemical oxygen demand or total suspended solids for at least five days out of each seven day period during a total period of 180 consecutive days.

- (3) Notice Concerning Endangering Waters of the State.

Whenever, because of an accident or otherwise, any toxic or taste-and color producing substance, or any other substance which would endanger downstream users of the waters of the State or would damage property, is discharged into such waters, or is so placed that it might flow, be washed, or fall into them, it shall be the duty of the person in charge of such substances at the time to forthwith notify the Division in person or by telephone of the location and nature of the danger, and it shall be such person's further duty to immediately take all reasonable and necessary steps to prevent injury to property and downstream users of said water. The following specific requirements shall apply to POTWs:

(a) The owner of a POTW shall immediately notify the Division, in person or by telephone, when a spill or a major spill occurs in the system. Within five (5) days of the incident, the owner of the POTW shall submit a written report to the Division which includes, at a minimum, the information required in (3) (e) below.

(b) The owner of a POTW responsible for a major spill shall publish a notice of the major spill in the legal organ of the County where the incident occurred. The notice shall be published within seven days after the date of the major spill. The notice as a minimum shall include the following:

1. Date of the major spill
2. Location and cause of major spill
3. Estimated volume discharged and name of receiving waters
4. Corrective action taken to mitigate or reduce the adverse effects of the major spill.

(c) The owner of a POTW shall immediately establish a monitoring program of the waters affected by a major spill or by consistently exceeding an effluent limit, with such monitoring being at the expense of the POTW for at least one year. The monitoring program shall include an upstream sampling point as well as sufficient downstream locations to accurately characterize the impact of the major spill or the consistent exceedence of effluent limitations as described in (2)(c) above. As a minimum the following parameters shall be monitored in the receiving stream:

1. Dissolved Oxygen
2. Fecal Coliform Bacteria
3. pH
4. Temperature

The monitoring and reporting frequency as well as the need to monitor additional parameters will be determined by the Division. The results of the monitoring will be provided by the POTW owner to the Division and all downstream public agencies using the affected waters as a source of a public water supply.

(d) The Division and the owner of a POTW will provide notice of a major spill within 24-hours of becoming aware of the major spill to every county, municipality or other public agency whose public water supply is within a distance of 20 miles downstream and to any others which could potentially be affected by the major spill.

(e) The owner of a POTW responsible for a spill or a major spill shall report the incident to the local media (television, radio and print media) within 24 hours of becoming aware of the incident. The report shall include at a minimum the following:

1. Date of the spill or major spill
2. Location and cause of spill or major spill
3. Estimated volume discharged and name of receiving waters
4. Corrective action taken to mitigate or reduce the adverse effects of the spill or major spill.

(f) The owner of a POTW responsible for a spill or a major spill shall immediately report the incident to the local health department(s) for the area affected by the incident. The report shall include at a minimum the same information required in (3) (e) above.

- (g) The owner of a POTW responsible for a spill or a major spill shall immediately post a notice as close as possible to where the spill or major spill occurred and where the spill or major spill entered State waters. The notice shall include at a minimum the same information required in (3) (e) above. The intent of this requirement is for the POTW to notify citizens, who may come into contact with the affected water that the spill or the major spill has occurred. The owner shall also post additional notices of the spill or major spill along the portions of the waterway affected by the incident (i.e. at bridge crossings, trails, boat ramps, recreational areas, and other points of public access to the affected waterway). These notices shall remain in place for a minimum of seven days after the spill or major spill has ceased.
- (4) **Noncompliance Notification.** If, for any reason, the permittee does not comply with, or will be unable to comply with any effluent limitations specified in the permittee's NPDES permit, the permittee shall provide the Division with an oral report within 24 hours from the time the permittee becomes aware of the circumstances followed by a written report within five (5) days of becoming aware of such condition. The written submission shall contain the following information:
- (a) A description of the noncompliance and its cause; and
 - (b) The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.
- (5) **Emergency Orders.** The Director shall have the authority to issue an emergency order pursuant to Section 20 of the Act, and Section 17(a) of the Executive Reorganization Act of 1972, as amended.
- (6) **Effective Date.** This Rule shall become effective twenty days after filing with the Secretary of State's Office.

EPD Rules 391-3-06 (Applicable Sections)

391-3-6-03 Water Use Classifications and Water Quality Standards.* Amended.

(1) Purpose. The establishment of water quality standards.

(2) Water Quality Enhancement.

(a) The purposes and intent of the State in establishing Water Quality Standards are to provide enhancement of water quality and prevention of pollution; to protect the public health or welfare in accordance with the public interest for drinking water supplies, conservation of fish, wildlife and other beneficial aquatic life, and agricultural, industrial, recreational, and other reasonable and necessary uses and to maintain and improve the biological integrity of the waters of the State.

(b)(i) Existing instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.

(ii) Where the quality of the waters exceed levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water, that quality shall be maintained and protected unless the division finds, after full satisfaction of the intergovernmental coordination and public participation provisions of the division's continuing planning process, that allowing lower water quality is necessary to accommodate important economic or social development in the area in which the waters are located. In allowing such degradation or lower water quality, the division shall assure water quality adequate to protect existing uses fully. Further, the division shall assure that there shall be achieved the highest statutory and regulatory requirements for all new and existing point sources and all cost-effective and reasonable best management practices for nonpoint source control.

(c) Outstanding National Resource Waters (ONRW). This designation will be considered for an outstanding national resource water, such as waters of national or State parks and wildlife refuges and waters of exceptional recreational or ecological significance. For waters designated ONRW, existing water quality shall be maintained and protected.

(i) No new point source discharges or increases in the discharge of pollutants above permitted level from existing point source discharges to ONRW shall be allowed.

(ii) Existing point source discharges to ONRW shall be allowed provided they are treated or controlled in accordance with applicable laws and regulations.

(iii) New point source discharges or expansions of existing point source discharges to waters upstream of, or tributary to, ONRW shall be regulated in accordance with applicable laws and regulations, including compliance with water quality criteria for the use classification applicable to the particular water. However, no new point source discharge or expansion of an existing point source discharge to waters upstream of, or tributary to, ONRW shall be allowed if such discharge would not maintain and protect water quality within the ONRW.

(d) In applying these policies and requirements, the division will recognize and

protect the interest of the Federal Government in interstate and intrastate (including coastal and estuarine) waters. Toward this end, the division will consult and cooperate with the Environmental Protection Agency on all matters affecting the Federal interest.

(e) In those cases where potential water quality impairment associated with a thermal discharge is involved, the division's actions shall be consistent with Section 316 of the Federal Clean Water Act.

(3) **Definitions.** All terms used in this paragraph shall be interpreted in accordance with definitions as set forth in the Act and as otherwise herein defined:

(a) "Acute criteria" corresponds to EPA's definition for Criteria Maximum Concentration which is defined in 40 CFR 131.36 as the highest concentration of a pollutant to which aquatic life can be exposed for a short period of time (1-hour average) without deleterious effects.

(b) "Biological integrity" is functionally defined as the condition of the aquatic community inhabiting least impaired waterbodies of a specified habitat measured by community structure and function.

(c) "Chronic criteria" corresponds to EPA's definition for Criteria Continuous Concentration which is defined in 40 CFR 131.36 as the highest concentration of a pollutant to which aquatic life can be exposed for an extended period of time (4 days) without deleterious effects.

(d) "Coastal waters" are those littoral recreational waters on the ocean side of the Georgia coast.

(e) "Existing instream water uses" include water uses actually attained in the waterbody on or after November 28, 1975.

(f) "Intake temperature" is the natural or background temperature of a particular waterbody unaffected by any man-made discharge or thermal input.

(g) "Critical conditions" are the collection of conditions for a particular waterbody used to develop Total Maximum Daily Loads (TMDLs), determine NPDES permit limits, or assess the protection of water quality standards. The Division considers appropriate critical conditions to represent the event that would occur once in ten years on the average or less often, unless otherwise stated.

(h) "Natural conditions" are the collection of conditions for a particular waterbody used to develop numeric criteria for water quality standards which are based on natural conditions. This is commonly the case for temperature and natural dissolved oxygen standards. For this purpose the Division defines "natural conditions" as those that would remain after removal of all point sources and water intakes, would remain after removal of manmade or induced nonpoint sources of pollution, but may include irretrievable effects of man's activities, unless otherwise stated. Natural conditions shall be developed by an examination of historic data, comparisons to reference watersheds, application of mathematical models, or any other procedure deemed appropriate by the Director.

(i) "Reasonable and necessary uses" means drinking water supplies, conservation, protection, and propagation of fish, shellfish, wildlife and other beneficial aquatic life, agricultural, industrial, recreational, and other legitimate uses.

(j) "Secondary contact recreation" is incidental contact with the water, wading, and occasional swimming.

(k) "Shellfish" refers to clams, oysters, scallops, mussels, and other bivalve mollusks.

(l) "Water" or "waters of the State" means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, wetlands, and all other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

(m) "Areas where salt, fresh and brackish waters mix" are those areas on the coast of Georgia having a salinity of 0.5 parts per thousand and greater. This includes all of the creeks, rivers, and sounds of the coastal areas of Georgia and portions of the Savannah, Ogeechee, Altamaha, Satilla and St. Mary's Rivers where those rivers flow into coastal sounds. Mixing areas are generally maintained by seawater transported through the sounds by tide and wind which is mixed with fresh water supplied by land runoff, subsurface water and river flow. Mixing areas have moving boundaries based upon but not limited to river stage, rainfall, moon phase and water use. (For the purposes of this rule salinity shall be analyzed by in situ measurement using a properly calibrated multi-parametric probe connected by hard line to a deck display or by measuring electrical conductivity according to one of the methods specified in *Title 40, Code of Federal Regulations, Part 136* and applying the guidance for conversion to salinity in the same volume. Collection of salinity samples must consider riverflow, precipitation, tidal influences and other variables of the estuarine environment and must conform to the *National Coastal Assessment-Quality Assurance Project Plan 2001-2004* (EPA/620/ROI/002). Measurements at each sampling location must be made in a distribution in the water column according to the *Quality Assurance Project Plan*, with the minimum observations at each station including surface, mid-depth, and nearbottom readings. In situ salinity analysis must comply with the *Quality Assurance Project Plan* and the manufacturer's guidance for the specific instrument used.)

(4) Water Use Classifications. Water use classifications for which the criteria of this Paragraph are applicable are as follows:

- (a) Drinking Water Supplies;
- (b) Recreation;
- (c) Fishing, Propagation of Fish, Shellfish, Game and Other Aquatic Life;
- (d) Wild River;

(e) Scenic River;

(f) Coastal Fishing.

(5) General Criteria for All Waters. The following criteria are deemed to be necessary and applicable to all waters of the State:

(a) All waters shall be free from materials associated with municipal or domestic sewage, industrial waste or any other waste which will settle to form sludge deposits that become putrescent, unsightly or otherwise objectionable.

(b) All waters shall be free from oil, scum and floating debris associated with municipal or domestic sewage, industrial waste or other discharges in amounts sufficient to be unsightly or to interfere with legitimate water uses.

(c) All waters shall be free from material related to municipal, industrial or other discharges which produce turbidity, color, odor or other objectionable conditions which interfere with legitimate water uses.

(d) Turbidity. The following standard is in addition to the narrative turbidity standard in Paragraph 391-3-6-.03(5)(c) above: All waters shall be free from turbidity which results in a substantial visual contrast in a water body due to a man-made activity. The upstream appearance of a body of water shall be as observed at a point immediately upstream of a turbidity-causing man-made activity. That upstream appearance shall be compared to a point which is located sufficiently downstream from the activity so as to provide an appropriate mixing *wne*. For land disturbing activities, proper design, installation, and maintenance of best management practices and compliance with issued permits shall constitute compliance with Paragraph 391-3-6-.03(5)(d).

(e) All waters shall be free from toxic, corrosive, acidic and caustic substances discharged from municipalities, industries or other sources, such as nonpoint sources, in amounts, concentrations or combinations which are harmful to humans, animals or aquatic life.

Appendix B – Sewer Overflow Volume Estimation

SANITARY SEWER FLOW RATES FOR SPILL VOLUME DETERMINATIONS

(Gallons per Minute @ $v = 2.0$ fps & $n = 0.013$)

		Depth of Flow (in)	Estimated Flow (gpm)								
			Pipe Size (in)								
		6	8	10	12	15	18	21	24	30	
1.	Determine time of initial caller notification of sewer spill.	1.	20	20	25	30	30	35	35	35	50
		2.	50	60	70	75	90	95	105	115	120
2.	Measure the flow, if any, in inches in sewer immediately downstream of blockage and determine flow rate from table.	3.	90	105	125	135	155	170	185	205	230
		4.	125	155	180	205	235	260	385	305	355
		5.	155	205	245	275	325	355	400	430	475
		6.	175	250	305	350	410	465	505	550	625
		7.		290	365	425	500	570	635	680	955
3.	Clear obstacles from blocked sewer, allow free & steady flow to stabilize, and note the time.	8		315	420	495	600	680	750	830	935
		9.			465	565	690	795	885	965	1110
		10.			490	630	775	905	1010	1105	1295
4.	Measure the flow in inches in the previously blocked sewer and determine flow rate from the table.	11.				675	865	1015	1150	1265	1455
		12.				705	945	1120	1270	1410	1645
		13.					1010	1220	1405	1555	1840
		14.					1070	1320	1525	1715	2005
		15.					1100	1415	1650	1855	2205
5.	Subtract the flow rate from the downstream sewer determined in 2 above, if any, from the flow rate from the previously blocked sewer determined in 4 above and multiply by the elapsed minutes from notification to clearance.	16.					1490	1760	1990	2400	
		17.						1550	1875	2140	2565
		18.						1585	1965	2270	2760
		19.							2055	2390	2950
		20.							2120	2515	3110
		21.							2160	2615	3295
		22.								2705	3470
		23.								2780	3615
		24.								2820	3780
6.	Report total amount spilled.	25.								3930	
		26.									4050
		27.									4175
		28.									4285
		29.									4355
		30.									4405

Appendix C – Sewer Overflow Report Form

E.P.D. SEWER SPILL/OVERFLOW REPORT

Today's Date: _____ Initial ____ Updated ____

Weather conditions: _____ Sewer Basin: _____

Who reported spill/overflow: _____

Address of caller reporting spill/overflow: _____

Date and time spill/overflow reported to us: _____ Private Spill? Yes ____ No ____

Address of spill/overflow: _____

Date and time spill/overflow was stopped: _____

Estimated amount that entered waterway, gallons: _____

Reporting Foreman and Number: _____ Service Request Number: _____

Did spill/overflow enter : Waterway ____ Storm Drain ____ Building ____

Name of waterway / tributary that spill entered: _____ Tributary _____

Were signs posted at site, upstream and entry to State waters, and along/at bridge crossing, trails, boat ramps, recreation areas and other points of public access? Yes ____ No ____

How many signs were posted? _____ (Minimum of 4 Minor and 6 for Major)

Lift Station/Plant Spill: Yes ____ No ____ If yes, List Station Name/Called in by: _____

Cause of Spill/Overflow

Grease ____ Roots ____ Debris ____ Broken Main ____ Storm Event ____ Manhole Damage ____

Roots & Debris ____ Grease & Debris ____ Grease & Roots ____ Grease, Roots & Debris ____

Unknown ____ Vandalism ____ Outside Contractor ____ Private Lateral Issues ____ Creek Crossing ____

Other _____

Spill Cause Explanation: _____

Type of Debris _____

Action take to correct problem: _____

Date and time infrastructure defect was repaired: _____

Spilling Manhole No. _____ and Highlighted Map attached? Yes ____ No ____

INITIATE MAJOR SPILL/OVERFLOW REPORTING IF

Fish Kill ____ or Water Quality Impact ____ Observed? Yes ____ No ____

Volume Greater than 10,000 Gallons Yes ____ No ____ Reviewed By _____ Date _____

Appendix D – Stream Monitoring Form

STREAM MONITORING PROGRAM REPORT FORM FOR A MAJOR SPILL

Name of City/County: _____ Spill Amount: _____

Date Spill Occurred: _____ Date Spill Reported to EPD: _____

Spill Location: _____ Date of Public Notice (PN): _____

Name of Receiving Stream Affected:		
Upstream Sampling Location:	<i>Above Spill:</i>	Written Report Submitted to EPD:
Downstream Sampling Location:	<i>Below Spill:</i>	Copy of PN Submitted to EPD:

		ABOVE				BELOW			
	DATE	DO	TEMP	pH	#/100 mL Fecal Coliform	DO	TEMP	pH	#/100 mL Fecal Coliform
DAY 1									
DAY 2									
DAY 3									
DAY 4									
DAY 5									
DAY 6									
DAY 7									
WEEK 1 Geometric Mean:									
WEEK 2									
WEEK 3									
WEEK 4									
Month 1 Geometric Mean:(Use all 10 data points)									
Month 3									
WEEK 1									
WEEK 2									
WEEK 3									
WEEK 4									
Month 3 Geometric Mean:									
MONTH 12									
WEEK 1									
WEEK 2									
WEEK 3									
WEEK 4									
MONTH 12 Geometric Mean:									



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/15/22 07:00 PM
Department: Public Services
Category: Agreement
Prepared By: Omar Senati-Martinez
Department Head: Omar Senati-Martinez

AGENDA ITEM (ID # 2776)

DOC ID: 2776

Agreement between CSX Transportation and the City of Port Wentworth (12" Force Main Railroad Crossing)

Issue/Item: Agreement between CSX Transportation and the City of Port Wentworth (12" Force Main Railroad Crossing)

Background: As part of the Correction Plan submitted and approved by EPD. The City must increase the size of the existing 8" Force Main to 12" main. The new Force Main will cross the CSX Railroad north of Fire Station #2.

Facts and Findings: This is an agreement between CSX Transportation and the City, which will allow the City to make a sub-grade pipeline crossing at the railroad track to install a new 12" Force Main. This project is part of the correction plan submitted to EPD.

Funding: Budgeted Line Item

Recommendation: APPROVAL

ATTACHMENTS:

- CSX965083 Agreement (PDF)

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of September 22, 2022, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF PORT WENTWORTH, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 7224 Highway 21, Port Wentworth, Georgia 31407, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Port Wentworth, Chatham County, Georgia, Florence Division, Charleston Subdivision, Milepost A-483.6, Latitude N32:11:02., Longitude W81:11:25.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensor any stormwater fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any

applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary

field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit

for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.

- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

- i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 912-239-8096.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licenser:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF PORT WENTWORTH

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/15/22 07:00 PM
Department: Public Services
Category: Purchase
Prepared By: Omar Senati-Martinez
Department Head: Omar Senati-Martinez

AGENDA ITEM (ID # 2778)

DOC ID: 2778

Well #1 Repair at Appleby Rd.

Issue/Item: Council approve the repair of the Well #1 by Southern Civil, LLC. in the amount of \$134,507.60. (See attached file for scope of work)

Background: Well #1 is located on Appleby Rd., this well is the main source of water for residents on the south side of the City.

Facts and Findings: Southern Civil provided a quote to repair the well. This Proposal pricing can be a **Not to Exceed Price**. Southern Civil, can and recommend performing this work as time and material project as seen in best interest for the City of Port Wentworth.

Funding: Budgeted Line Item

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

ATTACHMENTS:

- Port Wentworth Well #1 Repair_12052022 (PDF)



December 5, 2022

Clearwater Solutions
2178 Moore's Mill Rd
Auburn, AL 36830

ATTENTION: Larry Arnett

REFERENCE: Port Wentworth, GA – Well #1 Repair (Revised)

Dear Mr. Drewry,

We appreciate the opportunity and are pleased to provide Labor, Material, and Equipment and pricing for the above referenced project:

- Includes Removal and Disposal of Existing Well Header Piping
 - Assumes Existing Piping in Ground can be left in filled in and left in place
- Includes New 8" Flg Check Valve, 8" Flg Gate Valve, 8" Spool Pieces, 8" Flg 90 Bend, 8" MJ 90 Bend and all necessary bolts and gaskets
 - New Well Header Piping to go through building wall and connecting to watermain outside of building between generator and building
 - Assuming New Connection Location to be with in fence
- Includes Providing Three (3) Chemical Injection Locations on Well Head Piping
 - Excludes Any Chemical Feed Line and Connection of Chemical Feed Lines
- Includes New Air Release Valve
- Excludes Replacement of Flowmeter. Flowmeter to be Reused in New Well Header Piping
- Includes Repair of Existing Concrete
- Includes Painting of Well Head Piping
 - Excludes Painting of Well Pump
- Excludes Any Work Associated with Well or Well Pump
- Excludes Any Electrical and SCADA
- Excludes Any Relocation or Replacement of Fence
- Excludes Any Asphalt Repair or Replacement
- This Proposal is Based upon the Well having an isolation valve with ability to let off line pressure
- This Proposal is our best assumptions to be able to perform this work.
- This Proposal pricing can be a **Not to Exceed Price**. We can and recommend performing this work as time and material project as seen in best interest for the City of Port Wentworth.

Port Wentworth Well #1 Repair Total = \$ 134,507.60

Southern Civil, LLC is GDOT Certified DBE Contractor. Vendor ID Code is 15437.

Material lead times could possibly be extended to longer than normal due to manufacturing delays.

If you have any questions or comments, please feel free to contact me.

Thanks,

Blake Patterson

Blake Patterson
Southern Civil, LLC
Phone: (912) 429-1945
Email: bpatterson@southerncivilllc.com

Attachment: Port Wentworth Well #1 Repair_12052022 (2778 : Well #1 Repair at Appleby Rd.)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/15/22 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

12.A

AGENDA ITEM (ID # 2781)

DOC ID: 2781

Amendment to the Georgia Municipal Employees Benefit System, Defined Benefit Retirement Plan- 2nd Reading

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 \$100. 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: Second Reading



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/15/22 07:00 PM
Department: All
Category: Amendment
Prepared By: Zahnay Smoak
Department Head: Brian Harvey

AGENDA ITEM (ID # 2780)

DOC ID: 2780

Budget Amendment for The Year Ending 6/30/2023- 2nd Reading

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 (2780 : Budget Amendment for The Year Ending 6/30/2023- 2nd Reading)

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	<u>\$0</u>	<u>\$7,442</u>

Attachment: DEC 1 2022 BUDGET AMENDMENT v2 (2780 : Budget Amendment for The Year Ending 6/30/2023- 2nd Reading)

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>	

Attachment: DEC 1 2022 BUDGET AMENDMENT v2 (2780 : Budget Amendment for The Year Ending 6/30/2023- 2nd Reading)

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 (2780 : Budget Amendment for The Year Ending 6/30/2023- 2nd Reading)

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	
			\$542,940	
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	
			\$542,940	

Attachment: DEC 1 2022 BUDGET AMENDMENT v2 (2780 : Budget Amendment for The Year Ending 6/30/2023- 2nd Reading)



City Council
 7224 GA Highway 21
 Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/15/22 07:00 PM
 Department: All
 Category: Ordinance
 Prepared By: Zahnay Smoak
 Department Head: Brian Harvey

AGENDA ITEM (ID # 2779)

DOC ID: 2779

Redistricting- 2nd Reading

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: Second 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_ (2779 : Redistricting-2nd Reading)

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

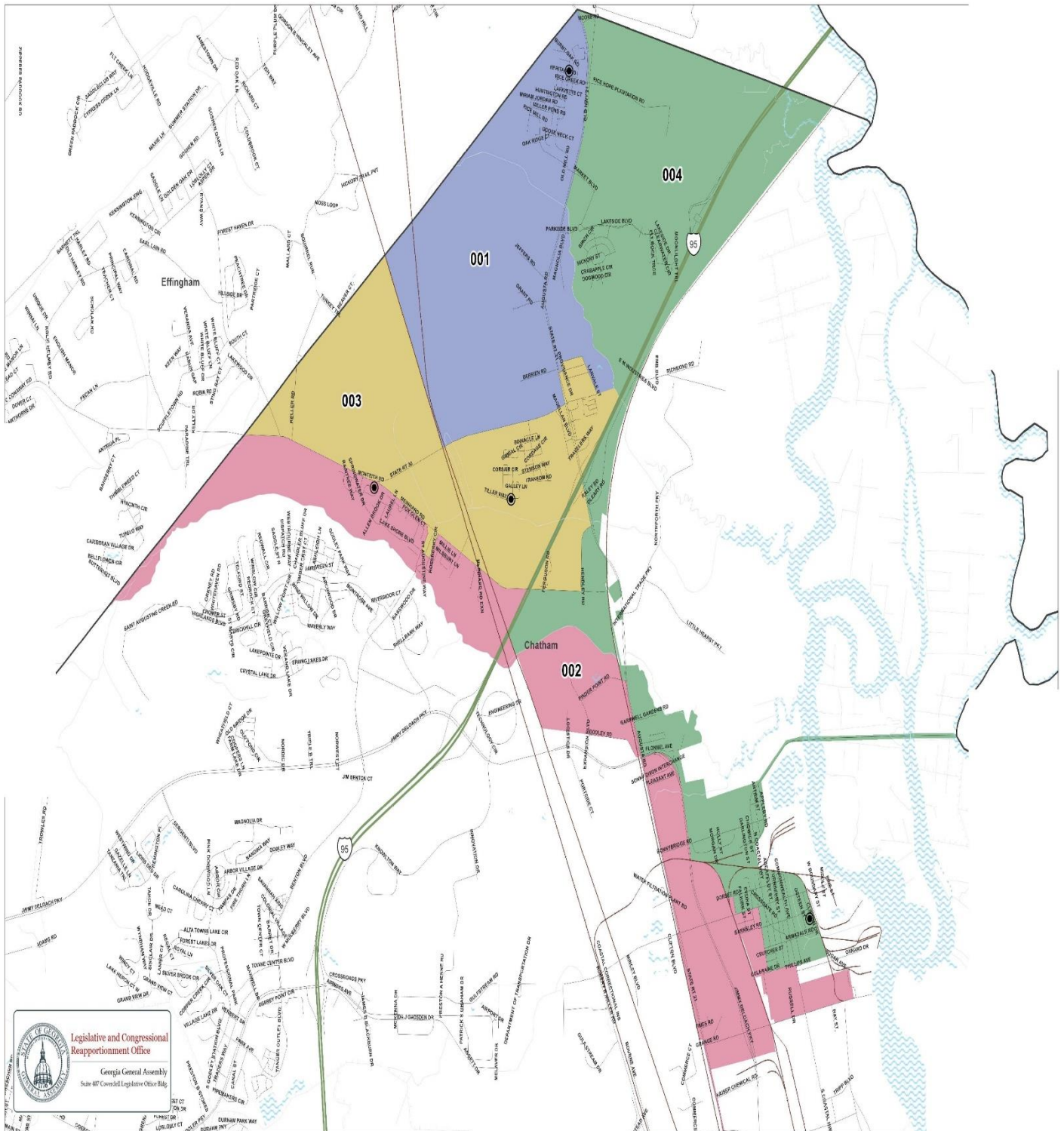
WHEREAS, the Mayor and City Council desire to reapportion election districts from which members of the municipal governing authority are elected, and desire to do so through the City's Home Rule powers;

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_ (2779 : Redistricting-2nd Reading)

- 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_ (2779 : Redistricting-2nd Reading)

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

Meeting: 12/15/22 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2775)

DOC ID: 2775

Site Plan Review Application submitted by White Oak Development Partners, LLC on behalf of PWJB, LLC., for PIN #'s 70906 04033 and 70906 04034 (5 & 7 Magnolia Blvd) for a General Development Site Plan to allow a Self-Storage Facility (Silo Self Storage) in a M-P-O (Master Plan Overlay) Zoning District

Issue/Item: Site Plan Review Application submitted by White Oak Development Partners, LLC on behalf of PWJB, LLC., for PIN #'s 70906 04033 and 70906 04034 (5 & 7 Magnolia Blvd) for a General Development Site Plan to allow a Self-Storage Facility (Silo Self Storage) in a M-P-O (Master Plan Overlay) Zoning District

Background: Currently the site is an undeveloped parcel.

Facts and Findings: The Developer has proposed developing a self storage facility. The facility will include two (2) buildings (Building 1 - approximately 19,010 sq ft, and Building 2 - approximately 14, 725 sq ft), parking and associated drainage. Access to the site will be off Magnolia Blvd. 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 Suburban Character Area.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, December 12, 2022 at 3:30 PM.

ATTACHMENTS:

- PW SELF STG FACILITY 7-0906-04-033 & 034 G-SITE PLAN 2022-Application (PDF)
- PW SELF STG FACILITY 7-0906-04-033 & 034 G-SITE PLAN 2022-Prop Owners (PDF)
- PW SELF STG FACILITY 7-0906-04-033 & 034 G-SITE PLAN 2022-Timeline (DOCX)
- PW SELF STG FACILITY 7-0906-04-033 & 034 G-SITE PLAN 2022-GDP PLAN (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: 5 & 7 Magnolia Blvd. Port Wentworth, GA 31411

PIN #(s): 70906 04033 & 70906 04034

Zoning: M-P-O- Estimated Cost of Construction: \$ 7,500,000

Type of Construction: Commercial

Project Name: Silo Self Storage - Port Wentworth

Applicant's Name: White Oak Development Partners, LLC

Mailing Address: 4300 Paces Ferry Road, Suite 500
Atlanta, GA 30339

Phone #: 404.256.0401 Email: jhampton@whiteoakre.com

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

Mailing Address: 124 GRAYS CREEK DR.
SAVANNAH, GA, 31410

Phone #: 912-484-3794 Email: jandrews@savcomrealestate.com

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

Dolly Williams
 Applicant's Signature

10/20/2022
 Date

[Signature]
 Owner's Signature (If Different from Applicant)

10/20/22
 Date

BY: WHITE OAK DEVELOPMENT PARTNERS, LLC

Please see page 2 for required submittal checklist

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

Site Plan Review Application Submittal Checklist

Documentation below is required for a complete submittal.

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

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

I have read and agree to the above additional fee statement

Dolly Williams
 Applicant's Signature

10/20/2022
 Date

<u>Parcel Number</u>	<u>Owner Address</u>	<u>Owner</u>
70906 04065	PO Box 450233 Atlanta, GA, 31145	RICE HOPE – CJ LLC
70906 04037	PO Box 450233 Atlanta, GA 31145	RICE HOPE – CJ LLC
70906 04067	PO Box 450233 Atlanta, GA, 31145	RICE HOPE – CJ LLC
70906 04032	6602 Estate Fortuna St Thomas, VI, 00802	DOLAWK LLC
70906 04031	1 Palm Grove Ct Savannah, GA 31410	RIYA PROPERTIES LLC
70906 04030	124 Grays Creek Drive Savannah, GA 31410	PWJB, LLC
70906 04029	118 Pipemakers Circle Suite 100 Pooler, GA 31322	J RICE HOPE LLC
70906 04075	100 Lakeside Blvd Port Wentworth, GA 31407	BEP RICE HOPE LLC
70906 04036	305 S Coastal Hwy Port Wentworth, GA 31407	CITY OF PORT WENTWORTH

PW SELF STG FACILITY 7-0906-04-033 & 034 G-SITE PLAN 2022

Project Timeline

Project Number: 220494

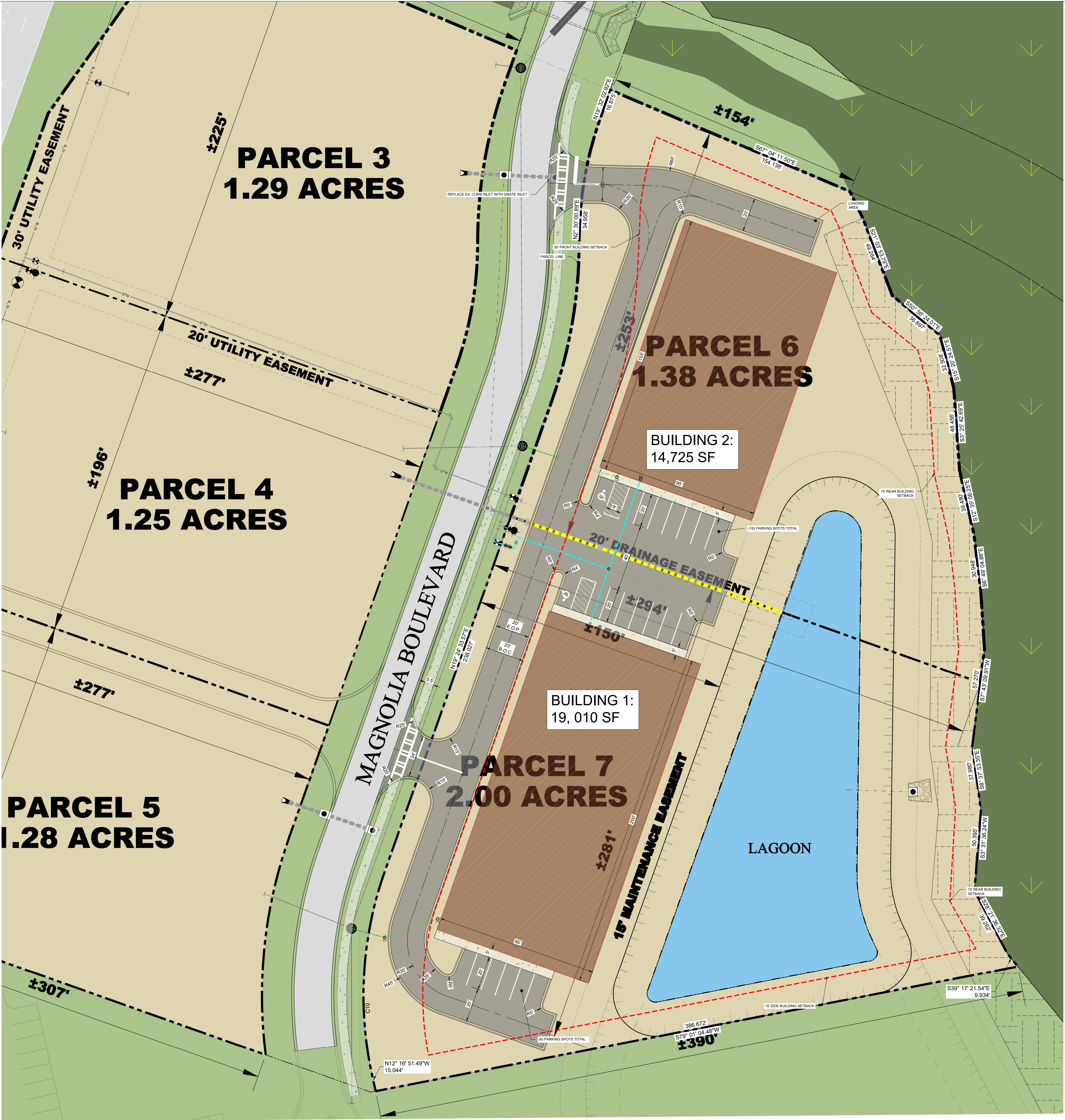
Project Name: PW SELF STG FACILITY 7-0906-04-033 & 034 G-SITE PLAN 2022

Applicant / Engineer: White Oak Development Partners, LLC/Roberts Civil Engineering

Owner: PWJB, LLC

City Review Engineer:

- 10/20/2022 – General Site Plan Application Received: Complete



GENERAL NOTES

1. INTENDED USE:
THE PROPOSED PORT WENTWORTH DEVELOPMENT ASSOCIATED WITH A STORAGE DEVELOPMENT LOCATED AT PARCELS 70908 04033 & 70906 04034 IN PORT WENTWORTH, GEORGIA. THE PROPOSED PROJECT WILL CONSISTS OF (2) 3 STORY BUILDINGS, FOR A TOTAL OF ±101,205 SF. THE DEVELOPMENT WILL INCLUDE PARKING LOTS FOR LOADING AND UNLOADING AND ASSOCIATED INFRASTRUCTURE TO BE CONSTRUCTED ON ±3.38 AC.

2. OWNER/DEVELOPER:
WHITE OAK DEVELOPMENT PARTNERS, LLC
C/O KYLE WARD & JOHN HAMPTON
1200 WILD AZALEA LANE
ATHENS, GA 30606

3. PARKING REQUIREMENTS FOR DEVELOPMENT ZONE:
 - CURRENT CITY ZONING ORDINANCE SECTION 4.10 DOES NOT HAVE A MINIMUM PARKING SPACE REQUIREMENT FOR COMMERCIAL SELF-STORAGE OR MINI WAREHOUSE FACILITIES.TOTAL SPACES REQUIRED: N/A

TOTAL SPACES PROVIDED : 22 SPACES

ALL PARKING SPACES AND STRIPED H/C SPACES ARE 20' X 9' MIN
ALL CURBING WILL BE 1.5" MOUNTED (ROLLED)
ALL SIDEWALKS WILL BE 5' WIDE, CONCRETE

4. SITE COVERAGE:
TOTAL PARCEL AREA: ±3.38 AC ±3.38 AC
UPLAND: ±3.38 AC ±0.00 AC
WETLAND: ±0.00 AC

TOTAL DISTURBED AREA: ±3.38 AC

TOTAL IMPERVIOUS: ±2.27 AC
TOTAL BUILDING AREA: ±0.77 AC
TOTAL PAVEMENT: ±0.94 AC
TOTAL SIDEWALKS: ±0.09 AC
TOTAL WET POND: ±0.47 AC

TOTAL DISTURBED PERVIOUS: ± 0.80 AC
GREENSPACE REQUIRED: ±0.34 AC (10%)
GREENSPACE PROVIDED: ±1.11 AC (32.84%)
5. SITE DESCRIPTION: THIS PARCEL IS CURRENTLY UNDEVELOPED AND DISCHARGES INTO THE ADJACENT WETLAND SYSTEM.

6. DEVELOPMENT STANDARDS ARE BASED ON THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RICE HOPE DEVELOPMENT
 - ZONING: M-P-O
 - COVERAGE:
 - MAXIMUM BUILDING COVERAGE ALLOWED: ±3.04 AC (90%)
 - BUILDING AREA PROPOSED: ±2.27 AC (67.16%)
 - MAXIMUM BUILDING HEIGHT: 35'
 - FRONT SETBACK: 35'
 - SIDE YARD SETBACKS: 15'
 - REAR YARD SETBACK: 15'
 - WETLAND SETBACKS: 25' WETLAND BUFFER

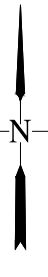
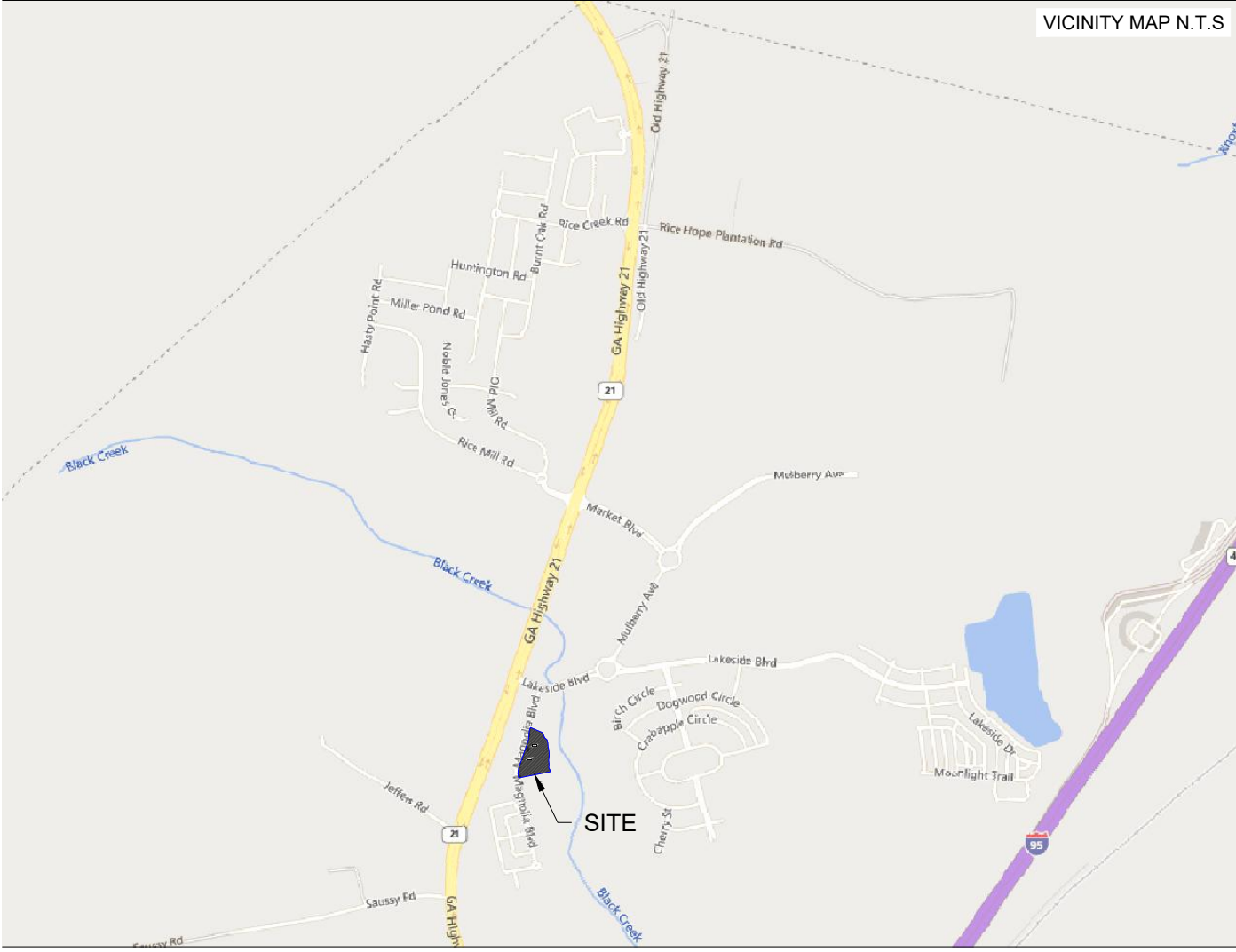
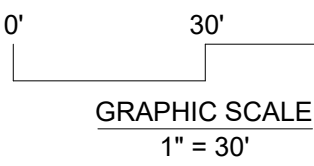
7. PROPOSED UTILITIES:
WATER: AN 4" (MINIMUM) WATER MAIN TIE INTO THE EXISTING CONNECTION LOCATED WITHIN THE RIGHT OF WAY OF MAGNOLIA BLVD.

SEWER: AN 6" GRAVITY SEWER WILL TIE INTO THE EXISTING CONNECTION LOCATED WITHIN THE RIGHT OF WAY OF MAGNOLIA BLVD.

STORM WATER: A STORM PIPE SYSTEM WILL BE PROVIDED ONSITE AND ROUTED TO AN EXISTING ON-SITE DETENTION SYSTEM, WHICH WILL DISCHARGE TO THE EXISTING WETLAND.

8. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 13051C0030G, DATED 8-16-2018 THE SITE IS LOCATED IN ZONE "X" /AE "

9. SIGNAGE FOR THIS SITE WILL BE COMPLIANT WITH THE PORT WENTWORTH ORDINANCES.



DATE: 10/20/2022

PROJECT NUMBER: 22527

DRAWN BY: AES & QAP

CHECKED BY: SW

SCALE: 1"=30' (FOR 24"X36" PLOT)

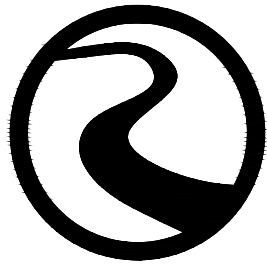
GENERAL DEVELOPMENT PLAN

SELF STORAGE FACILITY

PORT WENTWORTH, GA

PREPARED FOR:

KYLE WARD & JOHN HAMPTON



ROBERTS
CIVIL ENGINEERING

ST. SIMONS ISLAND | SAVANNAH | JACKSONVILLE | CHARLESTON
WWW.ROBERTSCIVILENGINEERING.COM

REVISIONS

NOT RELEASED
FOR
CONSTRUCTION



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2774)

Meeting: 12/15/22 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

13.B

DOC ID: 2774

Alcoholic Beverage License Application submitted by Shahid Mehmood for a Beer / Wine and Sunday Sales License for Mehmood Traders 2022, LLC., DBA Fast Market (7308 Highway 21) located in a P-C-1 (Planned Neighborhood Business) Zoning District

Issue/Item: Alcoholic Beverage License Application submitted by Shahid Mehmood for a Beer / Wine and Sunday Sales License for Mehmood Traders 2022, LLC., DBA Fast Market (7308 Highway 21) located in a P-C-1 (Planned Neighborhood Business) Zoning District

Background: The applicant has submitted this application due to a change in ownership.

Facts and Findings: The applicant, Shahid Mehmood, has properly completed and filed the City application and paid all applicable fees. Mr. Mehmood has listed three residents of the City as references, and he has passed the criminal background check conducted by the Port Wentworth Police Department.

Funding: N/A

Recommendation: This item will be heard before the City Planning Commission on Monday, December 12, 2022, at 3:30 PM.

ATTACHMENTS:

- Alcoholic Beverage License Beer Wine Sunday Sales 7308 Hwy 21 DEC 2022 (PDF)

CITY OF PORT WENTWORTH

ALCOHOLIC BEVERAGE LICENSE APPLICATION

Administration Department | 7224 GA Highway 21, Port Wentworth, Georgia 31407

Phone: 912.964.4379 | Fax: 912.966.7429

This application must be completely filled out for processing. Please type or print legibly in blue or black ink.

LICENSE DETAILS

ALL LICENSES REQUIRE AN ANNUAL RENEWAL. FAILURE TO RENEW MAY RESULT IN FINES, SUSPENSION OR LOSS OF LICENSE.

TYPE OF ALCOHOL PERMIT:

☒ New License ☐ Change in Ownership (\$25.00 fee will be accessed) ☐ Renewal

LICENSE TYPE:

☒ \$738.41 Beer/Wine/Liquor ☐ \$2,219.95 Package Shop ☐ \$2,639.38 Pouring Beer/Wine/Liquor ☐ \$271.63 Wine
☒ \$461.25 Sunday Sales (Must accompany one of the other licenses above)
☒ \$100.00 Administrative Fee (Applied to all NEW licenses) ☐ \$25.00 Change in Ownership Fee

TOTAL ALCOHOL PERMIT FEE \$ 1,299 . 66

ALCOHOL LICENSE REGISTRATION:

Georgia Alcoholic Beverage License Number

Occupational Tax Number

Alcohol License Number

APPLICANT INFORMATION

APPLICANT FULL LEGAL NAME (Last, First, Middle):

SHAHID MEHMOOD

ISSUING STATE/DRIVER LICENSE NUMBER:

SOCIAL SECURITY NUMBER:

DATE OF BIRTH (mm/dd/yyyy):

PLACE OF BIRTH (City, State, Country):

RACE:

ASIAN

SEX:

MALE

HEIGHT:

5'9

WEIGHT:

195 lb

HAIR COLOR:

BLACK

EYE COLOR:

BROWN

PHYSICAL HOME ADDRESS:

1625 GINNY DRIVE

CITY:

MACON

STATE:

GA

ZIP CODE:

31220

MAILING ADDRESS: (if different)

CITY:

STATE:

ZIP CODE:

HOME PHONE NUMBER:

—

MOBILE NUMBER:

347-962-2061

EMAIL ADDRESS:

mehmoodtraders2022@gmail.com

RESIDENT STATUS

Are you a U.S. citizen? ☒ YES ☐ NO If YES, answer the following: ☐ Native Born ☒ Naturalized

If Naturalized, provide Alien Registration Number _____ issued from the U.S. Department of Immigration & Naturalization Service (DHS)

If NO, please state your legal status in the United States?

Provide supporting documents i.e. Visa, Resident Alien, Employment Authorization Documents, etc. Attach additional sheet if needed.

RESIDENTIAL ADDRESSES

List residential addresses for the past five (5) years starting with your current address. If additional space is needed, please attach a list with the information shown below.

Number and Street	City, State, Zip	From (mm/yyyy)	To (mm/yyyy)
1625 GINNY DRIVE	MACON GA 31220	08/2021	PRESENT
5744 Thomaston Road	MACON GA 31220	10/2019	08/2021
1003 Claxton Dairy Rd	Dublin GA 31021	11/2018	10/2019

566 B

EMPLOYMENT HISTORY

List employment for the past five (5) years beginning with your current employer. Indicate periods of unemployment, retirement or self-employment, including dates. If retired or self-employed, include name of company from which you retired or owned, and the position you held, or type of business owned. If additional space is needed, please attach a list with the information shown below.

Name of Employer/Company	Address (Street, City, State, Zip)	Position Held/Business Type	From (mm/yyyy)	To (mm/yyyy)
ZHS Groceries LLC	1286 Anthony Road Macon GA 31206	owner/Manager	04/2021	Present
Sm 605 Groceries LLC	605 Pionero Ave Macon GA 31204	owner/Manager	06/2021	Present

EDUCATION

List schools attended including High School and Postgraduate, location, certificates, diplomas or degrees received, and dates attended. If additional space is needed, please attach a list with the information shown below.

Name of School	Address (Street, City, State, Zip)	Certificate/Diploma/Degree	From (mm/yyyy)	To (mm/yyyy)
HAILEY COLLEGE	LAHORE, PUNJAB, PAKISTAN	BACHELOR IN ACCOUNTING	04/1975	05/1979

MILITARY SERVICE

List branch of service, serial numbers, type of discharge if applicable and periods of service. If additional space is needed, please attach a list with the information shown below.

Branch of Service	Serial Number	Type of Discharge	From (mm/yyyy)	To (mm/yyyy)
/	/	/	/	/

CRIMINAL HISTORY

WARNING – Failure to make full disclosure in responses to these questions may result in denial or subsequent revocation of the license.

Has the applicant or any person connected with or having an interest in said business:

- a. Ever been convicted of any crime or violation of law in any locality?
If yes, was conviction for other than a traffic violation? ☐ Yes ☒ No ☐ Yes ☒ No
- b. Ever served time in prison or other correctional institution? ☐ Yes ☒ No
- c. Ever had an alcoholic beverage license suspended or revoked at any time in any locality? ☐ Yes ☒ No
- d. Ever been cited for an alcoholic beverage violation?
If yes, list on separate sheet of paper. ☐ Yes ☒ No

If the answer to any part of the above questions is yes for the applicant or any person connected with or having an interest in said business, describe the circumstances for each person. For *convictions* include (a) the name of the person convicted, (b) nature of the crime, (c) the sentence or fine levied, (d) the date of the conviction, and (e) the jurisdiction in which said conviction occurred. For *alcoholic beverage license suspensions and revocations* include (a) the name of the person involved, (b) basis for suspension or revocation, (c) the punitive action taken, (d) the date of the action, and (e) the jurisdiction in which the suspension or revocation action was taken.

Listed on separate paper? ☐ Yes ☒ No, such convictions, license suspensions or revocations.

BUSINESS INFORMATION

LEGAL BUSINESS NAME: (As filed with Clerk of Superior Court: Chatham Co.) Mehmood Traders 2022 LLC		DOING BUSINESS AS (DBA) NAME If applicable: FAST MARKET	
BUSINESS TYPE: <input checked="" type="checkbox"/> Convenience Store <input type="checkbox"/> Hotel <input type="checkbox"/> Package Shop <input type="checkbox"/> Restaurant <input type="checkbox"/> Wholesale <input type="checkbox"/> Supermarket <input type="checkbox"/> Other (Explain) _____			
FEDERAL EMPLOYMENT ID NUMBER (FEIN): 88-3687852		GEORGIA SALES TAX ID NUMBER (STIN): 308768816	
BUSINESS ADDRESS (Physical Location): 7308 GA-21		CITY: PORT WENTWORTH	STATE: GA
		ZIP CODE: 31407	

BUSINESS MAILING ADDRESS: 7308 GA-21		CITY: Port Wentworth GA	STATE: GA	ZIP CODE: 31407
DISTANCE FROM NEAREST SCHOOL OR CHURCH (Distance in miles or feet):			ZONING DISTRICT:	
PRIMARY PHONE NUMBER: 912-966-2276		SECONDARY PHONE NUMBER: 347-962-2061		
BUSINESS EMAIL ADDRESS: mehmoodtraders2022@gmail.com				

OWNER INFORMATION *If business has more than one owner, attach additional sheet with the information below.***LEGAL STRUCTURE OF OWNERSHIP ENTITY:**

____ Sole Proprietor ____ Corporation ☒ LLC ____ Partnership

OWNER FULL LEGAL NAME (Last, First, Middle):

SHAHID MEHMOOD

ISSUING STATE/DRIVER LICENSE NUMBER:

SOCIAL SECURITY NUMBER:

DATE OF BIRTH (mm/dd/yyyy):

PLACE OF BIRTH (City, State, Country):

RACE:

SEX:

HEIGHT:

WEIGHT:

HAIR COLOR:

EYE COLOR:

PHYSICAL HOME ADDRESS:

CITY:

STATE:

ZIP CODE:

MAILING ADDRESS: (if different)

CITY:

STATE:

ZIP CODE:

HOME PHONE NUMBER:

MOBILE NUMBER:

EMAIL ADDRESS:

FINANCING

Please provide investment details, including notes, loans, gifts, cash, services or equipment, and operating capital. If additional space is needed, please attach a list with the information shown below.

INVESTOR	Owner	AMOUNT INVESTED	\$ 45,000.00
INVESTOR	Party Other Than the Owner	AMOUNT INVESTED	\$ 0
INVESTOR	Any Party / Parties	AMOUNT INVESTED	\$ 0
		TOTAL AMOUNT OF INVESTMENT	\$

BORROWED CAPITAL

Name of Lender	Date Borrowed	Amount Borrowed	Interest Rate
NONE		\$	%
		\$	%
		\$	%

Please list the names all of parent, affiliates, or subsidiary corporations who own more than 10% of the business who have received or will receive, as a result of your operation under the requested license, any financial gain, loss or payment derived from any interest or income from the operation. If additional space is needed, please attach a list with the information shown below.

NONE					
Individual/Business Name	Social Security Number	Issuing State/Driver License Number	Date of Birth	Sex	% of Ownership

REFERENCES

Give the names, addresses, and telephone numbers of three (3) citizens residing within City limits of Port Wentworth as references:

Name	Address (Number and Street)	Contact Number

ACKNOWLEDGEMENT

The applicant for a license to dispense alcoholic beverages shall be (a) a citizen of the United States of America or Resident Alien, (b) a resident of Chatham County, Georgia, or if not, the designated manager with day-to-day operating responsibility must be a resident of Chatham County, and (c) the owner of the business, or if the owner of the business is a corporation, partnership, or other legal entity, the applicant shall be (1) a substantial and major stockholder or (2) the manager of the business who regularly operates and supervises the business on the licensed premises.

ALL ABOVE INFORMATION IS FULLY UNDERSTOOD AND ALL STATEMENTS SHOWN ABOVE, AND ON ANY ATTACHMENTS ARE GIVEN UNDER OATH, WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND ARE HEREBY SWORN TO BE TRUE, CORRECT AND COMPLETE, UNDER PENALTY FOR FALSE SWEARING AS PROVIDED BY LAW.

SIGN AND NOTARIZE APPLICATION**WARNING – Georgia Code Title 16. Crimes and Offenses § 16-10-20**

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

I, under penalty of law, hereby swear that I have read all the information provided in this document and any attachments and the information is true and correct. I also understand any false statement or representation in this application can result in my application being denied and/or criminal charges filed against me. I also authorize the City of Port Wentworth to use all legal means to verify the information provided.

Mahmoud
APPLICANT SIGNATURE

08 / 17 / 2022
DATE SIGNED BY APPLICANT

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF Aug, 20 22.

NOTARY PUBLIC

My Commission Expires: June 21, 2025

**OFFICE USE ONLY**

\$ 407.42
License Fee

\$ _____
Advertising Fee

\$ 407.42
Total Amount Paid

FORM OF PAYMENT:

_____ Cash ☒ Cashier's Check/Money Order _____ Credit/Debit Card

REVIEW DATES:

_____ Date Reviewed by Planning & Zoning _____ Date Reviewed by Council

LICENSE STATUS:

_____ Approved
_____ Denied
_____ Temporary License Issued

APPROVAL SIGNATURES:

_____ City Administrator
_____ Director of Public Safety
_____ Director of Development Services

GEORGIA CJIS NETWORK POLICY MANUAL CONSENT FORM

I hereby authorize the City of Port Wentworth to receive any criminal history record information pertaining to me which may be in files of any state or local justice agency in Georgia.

SHAHID MEHMOOD 08.17.2022
Full Name (Please Print) Date

1625 GINNY DRIVE MAWON, GA 31220
Address City, State Zip

MALE ASIAN [REDACTED] [REDACTED]
Sex Race Date of Birth Social Security Number

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 17th day of Aug, 20 22 in Macon (City), GA (State).

Shahid Mehmood - Owner.
Printed Name and Title of Authorized Officer or Agent

[Signature]
Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME THIS

17th DAY OF Aug, 20 22.
[Signature]

NOTARY PUBLIC

My Commission Expires: June 21, 2025



SAVE AFFIDAVIT
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT
PURSUANT TO O.C.G.A. § 50-36-1(E)(2)

By executing this affidavit under oath, as an applicant for a City of Port Wentworth, Georgia Occupational Tax Certificate (Business License), Alcohol Beverage License, or other public benefit as referenced in O.C.G.A. § 50-36-1, the undersigned applicant representing the entity known as

MEHMOOD TRADERS 2022 LLC

Name of Private Employer (Business)

verifies one of the following with respect to my application for a public benefit:

- 1) ✓ I am a United States citizen.
- 2) _____ I am legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.*

The secure and verifiable document provided with this affidavit can be best classified as:

GEORGIA DRIVING LICENSE

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed in Macon (City), GA (State).

Type of Public Benefit Applying For:

____ Occupational Tax Certificate ✓ Alcohol Beverage License

____ Other Benefit: _____

Occupational Tax Certificate (Business License) Number

SHAHID MEHMOOD
 Printed Name of Applicant

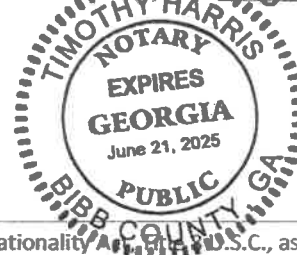
Mahmood 08/12/22
 Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON

THIS THE 17th DAY OF Aug, 20 22.


NOTARY PUBLIC

My Commission Expires June 21, 2025

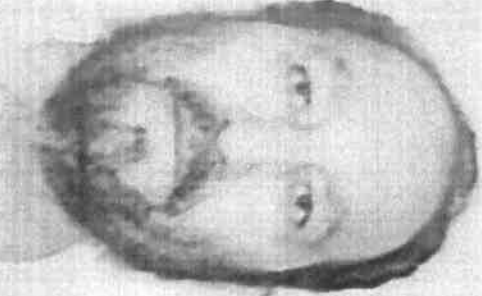


*Note: O.C.G.A. § 50-36-1 (e)(2) requires that aliens under Federal Immigration and Nationality Act, 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number here: _____

GEORGIA
DRIVER'S LICENSE

DL  USA
GA

Commissioner *Spencer R. Hall*



Governor *B. P. R.*

4d DL NO. [REDACTED]

3 DOB [REDACTED]

4b EXP 10/02/2027

9 CLASS C

2 SHAHID

1 MEHMOOD

8 1625 GINNY DR
MACON, GA 31220-5347
BIBB

12 REST A

9a END NONE

4a ISS 11/02/2021

16 SEX M

16 HGT 5'-09"

16 EYES BRO

17 WGT 195 lb

Mehmoos

5 DD 471224781660020000

Control Number : 22173726

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****CERTIFICATE OF ORGANIZATION**

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Mehmood Traders 2022 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/12/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/16/2022**.



Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 8/12/2022 12:20:12 PM

BUSINESS INFORMATION

CONTROL NUMBER 22173726
BUSINESS NAME Mehmood Traders 2022 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 08/12/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS 7308 GA-21, Port Wentworth, GA, 31407, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Shahid Mehmood	1625 Ginny Dr, Macon, GA, 31220, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Shahid Mehmood	ORGANIZER	1625 Ginny Dr, Macon, GA, 31220, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Shahid Mehmood
AUTHORIZER TITLE Organizer

Melanie Ellis

From: Ashley Lanier
Sent: Tuesday, November 29, 2022 3:48 PM
To: Melanie Ellis
Subject: FW: Naturalization Certificate

Third reference

Please see below your requested information.

Third reference:
 SHALONNA RAINEY
 1133 Coldbrook Station Circle Apt 407, Port Wentworth GA 31407

From: Ashley Lanier
Sent: Thursday, November 17, 2022 8:36 AM
To: Melanie Ellis <mellis@cityofportwentworth.com>
Subject: RE: Naturalization Certificate

References -

1: Shayla Leslie
 1133 Coldbrook Station Circle Apt. 315
 Port Wentworth, GA 31407

2: Jessica Rivera
 1133 Coldbrook Station Circle Apt. 401
 Port Wentworth, GA 31407

He is going to get me the final reference soon

Thank you

From: Melanie Ellis <mellis@cityofportwentworth.com>
Sent: Monday, November 7, 2022 2:51 PM
To: Ashley Lanier <alanier@cityofportwentworth.com>
Subject: RE: Naturalization Certificate

Thank you.

Sincerely,

Melanie B. Ellis, CPT
 Building Inspector
 City of Port Wentworth
 Development Services
 Email: mellis@cityofportwentworth.com

UNITED STATES OF AMERICA

CERTIFICATE OF NATURALIZATION

No. [redacted]

Personal description of holder
as of date of naturalization:

Date of birth: [redacted]

Sex: MALE

Height: 5 feet 09 inches

Marital status: MARRIED

Country of former nationality:
PAKISTAN



USCS Registration No. [redacted]
I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.

Indones
(Complete and true signature of holder)

It is known that, pursuant to an application filed with the Secretary of
Homeland Security,

at: CHARLESTON, SOUTH CAROLINA

The Secretary, having found that:

SHAHID MEHMOOD

residing at:

MACON, GEORGIA

having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by

U.S. CITIZENSHIP AND IMMIGRATION SERVICES
at: CHARLESTON, SOUTH CAROLINA on: JANUARY 23, 2020

such person is admitted as a citizen of the United States of America

Don C II

U. S. Citizenship and Immigration Services

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00375234 11/02/2022 2:35 PM
OPER: AL TERM: 005
REF#: 51445585348

TRAN: 111.0000 BUSINESS LICENSE
1610-12/31/22 MEHMOOD TRADERS 2022 LL
BEER/WINE 189.22CR
SUNDAY SALES 118.20CR
ADMINISTRATIVE FEE-AL 100.00CR

TENDERED: 407.42 CHECK
APPLIED: 407.42-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2783)

Meeting: 12/15/22 07:00 PM
Department: All
Category: Resolution
Prepared By: Zahnay Smoak
Department Head: Brian Harvey

DOC ID: 2783

14.A

City Council meeting dates for 2023.

Issue/Item: City Council meeting dates for 2023.

Background: In 2022 the City Council added an extra meeting every other month. This resolution would slightly modify the schedule to do the extra meeting once a quarter.

Facts and Findings: This resolution will set all the dates for City Council meetings for 2023 taking into consideration holidays.

Funding: N/A

Recommendation: Approve

ATTACHMENTS:

- 22.12.15 - PW - Resolution, 2023 CC Meeting Dates (DOCX)

RESOLUTION NO. R2022-XXXX

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

**A RESOLUTION OF THE PORT WENTWORTH CITY COUNCIL
REGARDING 2022 CITY COUNCIL MEETING DATES**

WHEREAS, Section 2.1 of the Mayor and City Council’s Rules of Procedures calls for Regular meetings to be held “at 7pm on the fourth Thursday of each month,” as well as also “at 7pm [on] the second Tuesday of each odd numbered months;”

WHEREAS, the Mayor and City Council desires to update its planned regular meetings schedule for 2023;

WHEREAS, the Mayor and City Council desires to provide as much notice and clarity as possible to the citizens and public regarding public meetings; and

WHEREAS, the Mayor and City Council has determined that meeting once a month, with one additional meeting per quarter, is prudent to carry out its duties and perform its functions for the citizens of Port Wentworth;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Wentworth, Georgia, while in regular session on December 15, 2022, as follows:

- I. The entirety of Sec. 2.1 of the Mayor and City Council’s Rules of Procedures is repealed and replaced to read as follows:
 - 1) **2.1 Regular Meetings.** The city council shall meet at 7pm on the fourth Thursday of each month. In addition, the city council shall meet at least one additional time per quarter. Regular meeting may be postponed, rescheduled, or cancelled by a majority vote of city council. Nothing in this section shall limit the City’s powers under its Charter, Code of Ordinances, or State Law.

II. City Council affirms the above and sets the following dates and times for its regular meetings for 2023:

- 1) Thursday, January 26, 2023 at 7:00 PM
- 2) Thursday, February 9, 2023 at 7:00 PM (Extra meeting per quarter)
- 3) Thursday, February 23, 2023 at 7:00 PM
- 4) Thursday, March 23, 2023 at 7:00 PM
- 5) Thursday, April 27, 2023 at 7:00 PM
- 6) Thursday, May 11, 2023 at 7:00 PM (Extra meeting per quarter)
- 7) Thursday, May 25, 2023 at 7:00 PM
- 8) Thursday, June 22, 2023 at 7:00 PM
- 9) Thursday, July 27, 2023 at 7:00 PM
- 10) Thursday, August 10, 2023 at 7:00 PM (Extra meeting per quarter)
- 11) Thursday, August 24, 2023 at 7:00 PM
- 12) Thursday, September 28, 2023 at 7:00 PM
- 13) Thursday, October 26, 2023 at 7:00 PM
- 14) Thursday, November 9, 2023 at 7:00 PM (Extra meeting per quarter)
- 15) Thursday, November 30, 2023 at 7:00 PM (Rescheduled from November 23, Thanksgiving Day)
- 16) Thursday, December 21, 2023 at 7:00 PM (Rescheduled from December 28, week between Christmas and New Years)

III. The City Manager and City staff shall take such actions deemed necessary or advisable to provide as much notice and clarity as possible to the citizens and public regarding public meetings.

IV. All laws and parts of laws in conflict with this Resolution are hereby repealed.

V. This Resolution shall become effective immediately upon its passage and adoption.

SO RESOLVED this the 15th day of December, 2022.

Approved:

Gary Norton, Mayor

Attest:

Clerk, or City Staff

Attachment: 22.12.15 - PW - Resolution, 2023 CC Meeting Dates (2783 : City Council meeting dates for 2023.)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 12/15/22 07:00 PM
Department: All
Category: Resolution
Prepared By: Zahnay Smoak
Department Head: Steve Davis

14.B

AGENDA ITEM (ID # 2782)

DOC ID: 2782

Industrial Moratorium Extension

Issue/Item: Industrial properties may not be adequately addressed by the current City zoning ordinances and therefore the city has a ongoing moratorium.

Background: In the June 2022 regular City Council meeting a 6 month moratorium was passed. During this time the city has hired Horizon Planning Group to do a rewriting of our zoning ordinances.

Facts and Findings: Horizons schedule shows a completion date that will allow for City Council to have a first reading in March. The passage of the new Zoning Ordinances will require 2 readings making final passage for the April regular City Council meeting.

Funding: N/A

Recommendation: Approve

ATTACHMENTS:

- 22.12.15- SDupdate - PW - Industrial Moratorium Rezoning (DOCX)

RESOLUTION No. R2022-XXXX

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

RESOLUTION OF THE CITY OF PORT WENTWORTH

A RESOLUTION EXTENDING A MORATORIUM ON THE RE-ZONING OF ANY PROPERTY TO AN INDUSTRIAL ZONING CLASSIFICATION OR DISTRICT FOR A PERIOD NOT TO EXCEED FOUR (4) MONTHS WHILE THE CITY CONSIDERS CHANGES TO ITS ZONING ORDINANCES; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE AND EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, recent development trends in the City of Port Wentworth suggest that current trends for industrial use may not be adequately addressed by the current City zoning ordinances;

WHEREAS, the Mayor and Council of Port Wentworth is vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City;

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same;

WHEREAS, Georgia courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis;

WHEREAS, to justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference, and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals;

WHEREAS, the Mayor and Council has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals, and general welfare purposes by means which are reasonable and not unduly oppressive;

WHEREAS, the Mayor and Council has, as a part of planning, zoning, and growth management, been in review of its zoning ordinances, and has been studying, with concern, the City's best estimates and projections of the anticipated industrial development within Port Wentworth;

WHEREAS, the Mayor and Council deems it important to prudently and deliberately develop its zoning ordinances in a manner which integrates the above-mentioned concerns and therefore considers a moratorium a proper exercise of its police powers;

WHEREAS, the Mayor and Council considers it paramount that land use regulation continues in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City;

WHEREAS, the Mayor and Council has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics, and the general welfare of the community and, in particular, the lessening of traffic on City roads, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements;

WHEREAS, it is the belief of the Mayor and City Council: that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the Mayor and Council to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled;

WHEREAS, it is also the opinion of the Mayor and Council that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City;

WHEREAS, the Mayor and Council is, and has been, interested in developing a cohesive and coherent policy regarding certain uses in the City, and has intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole;

WHEREAS, the Mayor and City Council is evaluating possible revisions to the City's zoning ordinances with respect to the regulation of industrial development so as to address current development trends; and

WHEREAS, the Mayor and City Council enacted the initial moratorium at the June 23, 2022 City Council meeting, with such moratorium having a six (6) month term;

WHEREAS, since the June 23, 2022 City Council meeting, the City has undertaken and engaged to rewrite the City's Zoning Ordinance, as well as the City's Comprehensive Plan and Map in accordance therewith;

WHEREAS, the City and its partners have diligently worked on rewriting the City's Zoning Ordinance, with plans for its completion on or before the end of April 2023;

WHEREAS, the Mayor and City Council desires to complete the process of drafting, considering, and enacting the new Zoning Ordinance while at the same time providing for the

smallest disruption of normal zoning and rezoning duties within the City;

WHEREAS, the Mayor and City Council believes it is in the best interest of the citizens of the City to extend the moratorium on the application and issuance of industrial rezonings until the review is completed.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF PORT WENTWORTH, GEORGIA, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. It is hereby determined that the City's zoning ordinances require review as they relate to industrial development; that substantial detriment and irreparable harm may result if further regulation of industrial development is needed and not implemented; that such review requires that there be a cessation of limited duration of all re-zonings to industrial; and that it is necessary and in the public's interest to delay, for a reasonable and finite period of time, the acceptance or processing of any applications for the rezoning of any property to an industrial classification or district to ensure that the design, development, and location of industrial uses are consistent with the long-term planning objectives of the City.
2. There is hereby extended a moratorium on the acceptance and processing by City staff of rezoning applications for the re-zoning of any property within the City to an industrial classification or district under the current zoning ordinances of the City.
3. The duration of this moratorium shall be until the City adopts amendments to its zoning ordinances to address the above-mentioned concerns, abandons this effort by vote of the Mayor and Council, or until 5:00pm on April 28, 2023, whichever date is earliest.
4. This moratorium shall have no effect upon completed applications for industrial rezoning which have been accepted for processing by the City's staff prior to the effective date of this Resolution, or the initial moratorium resolution; nor shall the moratorium have an effect on rezoning occurring before such effective date.
5. This moratorium shall have no effect upon rezoning occurring before the effective date of this Resolution.
6. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or

otherwise unenforceable by the valid judgement or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional, or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

7. All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

8. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

9. The proper officers and agents of the City are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

10. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the Mayor and Council of Port Wentworth, Georgia,
this the 15th day of December, 2022.

GARY NORTON, Mayor

ZAHNAY SMOAK, Clerk of Council