

CITY OF PORT WENTWORTH

CITY COUNCIL

FEBRUARY 15, 2024

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. PUBLIC COMMENTS REGISTERED SPEAKERS
- 6. **RECOGNITION OF SPECIAL GUESTS**
- 7. ELECTIONS & APPOINTMENTS
- 8. ADOPTION OF MINUTES
 - A. Regular Council Meeting Minutes January 18, 2023
- 9. COMMUNICATIONS & PETITIONS
 - A. Black History Month Proclamation

10. COMMITTEE REPORTS

- 11. CONSENT AGENDA
 - A. Recommended State Wide Mutual Aid Agreement
 - B. Well Permit Application for Danny McSpaddew at 1128 Meinhard Rd
 - C. CORE MPO MOU

12. UNFINISHED BUSINESS

- A. Budget Amendment For The Years Ending 6/30/2023 and 6/30/2024- 2nd Reading
- B. Budget Amendment For The Years Ending 6/30/2024- 2nd Reading

13. NEW BUSINESS

A. A Zoning Map Amendment Application submitted by Philip R. McCorkle as Agent for Inter Metro Properties (GA), LLC, requesting to rezone 2.6 acres from R-1 to I-1, to allow for expansion of a logistics yard. PIN # 7-0003-01-006, located in the 4th Council District, at 324 Flonnel Avenue.

➢Public Hearing

≻Action

B. Zoning Map Amendment Application submitted by City of Port Wentworth, requesting to rezone 20.85 acres from R-3 to PUD, to allow for residential development. PIN # 7-0014-06-001, located in the 2nd Council District, between Coleraine Drive and Barnsley Road

Public HearingAction

C. Zoning Map Amendment Application submitted by Southern Wood Company, LLC as Agent for Yash Desai, requesting to rezone 15.38 of 22.59 acres from C-2 to R-3, to allow for a multi-family residential development. PIN # 7-0037-02-004, located in the 3rd Council District, on Georgia Highway 21.

Public HearingAction

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

15. EXECUTIVE SESSION

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

16. ADJOURNMENT



City Council 7224 GA Highway 21 Port Wentworth, GA 31407

DRAFT

Meeting: 02/15/24 07:00 PM Department: All Category: Agreement Prepared By: Zahnay Smoak Department Head: Lance Moore

DOC ID: 2946

Recommended State Wide Mutual Aid Agreement

Issue/Item: We are recommending renewing our current statewide mutual aid agreement that is reviewed every four (4) years.

Background: Pre-existing agreements for mutual aid assistance in emergency help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance.

Facts and Findings: This agreement provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a participating party, whether arising from natural disasters, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or any other significant event.

Funding: N/A

Recommendation: Approval of Statewide Mutual Aid Agreement from March 1, 2024-March 1, 2028.

ATTACHMENTS:

• Aid Agreement (PDF)





Chatham Emergency Management Agency 124 Bull Street, Room 140 Savannah, Georgia 31401 Office: 912-201-4500



January 8, 2024

Steve Davis City Manager City of Port Wentworth 7224 GA Highway 21 Port Wentworth, GA 31407

Dear Mr. Davis,

Every four years, the Georgia Emergency Management Agency (GEMA) renews Statewide Mutual Aid Agreements (SWMAA) between political jurisdictions throughout Georgia. The current SWMAA is set to expire on March 1, 2024. This SWMAA supports and compliments the existing Local Disaster Mutual Aid Agreement between your jurisdiction and Chatham County.

These agreements, collectively, solidify cooperative relationships and define how assistance to and from your jurisdiction will be coordinated and managed when requested. These Agreements are also designed to ensure connectivity for resources from CEMA and GEMA during emergency and disaster situations. Both documents are in line with the Georgia Emergency Management Act O.C.G.A §38-3-29 and the Chatham County Emergency Management Ordinance §4-304.1.c.

Attached, please find 1) A fact sheet providing more information about the SWMAA; 2) the previous SWMAA signed by your jurisdiction in 2020, and 3) the current SWMAA as distributed by GEMA.

Thank you for your continued support. We are one community, and the efforts you have taken ensure the whole community will be as prepared as possible. If I can answer any questions, please don't hesitate to contact me at 912-201-4500.

Best.

Dennis Jones, CEM, GAPEM Director Chatham Emergency Management Agency

Enclosures

Pac



Chatham Emergency Management Agency 124 Bull Street, Room 140 Savannah, Georgia 31401 Office: 912-201-4500



11.A.a

Statewide Mutual Aid Agreement (SWMAA) FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the <u>operational</u> control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Pa

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: CITY OF PORT WENTWORTH

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

Statewide Mutual Aid and Assistance Agreement- 2024

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

Page 2 of 8

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

Page 3 of 8

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

Page 4 of 8

Statewide Mutual Aid and Assistance Agreement- 2024

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Statewide Mutual Aid and Assistance Agreement- 2024

Page 5 of 8

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer - Print Name

County/Municipality: <u>CITY OF PORT WENTWORTH</u>

Date:____/___/____

GEMA/HS Director – Signature

GEMA/HS Director - Print Name

Date:____/___/

Statewide Mutual Aid and Assistance Agreement- 2024

Page 6 of 8

11.A.a

APPENDIX A AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for **CITY OF PORT WENTWORTH** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above- named county/municipality:

DENNIS T. JONES

Print Name

CEMA DIRECTOR

Job Title/Position

Signature of Above Individual

ANCC

Print Name

MOOTE

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: 1

Chief Executive Officer - Print Name

Statewide Mutual Aid and Assistance Agreement- 2024

hie F Job Title/Position

Attachment: Aid Agreement (2946 : Recommended State Wide Mutual Aid Agreement)

APPENDIX B DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for <u>CITY OF PORT</u> <u>WENTWORTH</u> (county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Chief Executive Officer - Signature	Date://

Chief Executive Officer - Print Name

Statewide Mutual Aid and Assistance Agreement- 2024

Page 8 of 8



City Council 7224 GA Highway 21 Port Wentworth, GA 31407

SUBMITTED

Meeting: 02/15/24 07:00 PM Department: Public Services Category: Planning/Zoning Item Prepared By: Omar Senati-Martinez Department Head: Omar Senati-Martinez 11.B

DOC ID: 2945

AGENDA ITEM (ID # 2945)

Well Permit Application for Danny McSpaddew at 1128 Meinhard Rd

Issue/Item: Well Permit Application for Danny McSpaddew at 1128 Meinhard Rd

Background: Currently the resident is using a shared private well for water to the property. The current shared well is located on the next door property and has been sold. Danny McSpaddew is requesting to install a well on property.

Facts and Findings: This property does not have access to City utilities at 1128 Meinhard Rd. Danny MvSpaddew has retained a well driller who will, upon City approval, install the a new well on the property.

Funding: N/A

Recommendation: Approval

ATTACHMENTS:

• 1128 Meinhard Rd (PDF)

11.B.a

Attachment: 1128 Meinhard Rd (2945 : 1128 Meinhard Rd Well Permit Application)

City of Port Wentworth

7306 Highway 21 Suite 301 • Port Wentworth, Georgia 31407 • (912) 999-2084

BUILDING AND DEVELOPMENT PERMIT APPLICATION

	ТҮР	E OF PERMIT		
 Single Family Multi-Family Commercial Fire Alarm Demolition Manufactured I 	 Fire Sprinkler Pool Landfills, Mining, Ponds Accessory Building Dock Home – Year 	 Driveway Pipe Air Curtain Dest Addition Moving of Hous Moving of Bldg/ Model 	Mecha e え Other Structure	ing
If in the opinion of the E underestimated on the a Valuation Service to dete from Marshall and Swift	Estimated Value: Building Inspector or City Administrate pplication, the City will utilize the Ma ermine the valuation. The valuation fi is determined by final cost to the buy	or, the valuation of the bu rshall and Swift's Resident rom Marshall and Swift wi rer/owner of the structure	lding, alteration or struct ial Cost Handbook and M II be the basis for permit i	ure appears to be arshall and Swift ssuance. Valuation
	Structure: 1128 M	reinhard	Ka	
Lot #:		:		d Zone:
Setbacks: F	R S	_ Total Sq. Ft. c	of Lot:	
Heated Sq. Ft:		Non-Heated	Sq. Ft:	
Total Sq. Ft. of Build	ing / Addition:		No. of Storie	es:
Bedrooms:	Bathrooms:		Fireplaces:	
Sewer	└ Septic** └ S	Sprinkler System	□ Fire Alarm	
U Public Water	Private Well 🛛 🖓 Aut	omatic Fire Control S	ystem	
USE: Single Family Resi Apartment Storage Building	∐ Warehouse ∐ Repair Garage	 □ Duplex □ Private Garage □ Church □ Other: 	Service Station	
TYPE OF CONSTRUC	TION:			
L'Erect L'Re	epair 🗌 Alter 🎽 Ma	ake Addition To	L Demolish	∐ Move
•	ne, Address & Phone Number 1	_		
OWNER: DANN	y m Spadden)	Phone #: 912-0	677-6580
Address: 1125	y mSpadden Meinhard I	<u>City</u> , S	tate, Zip: portwe	Packet Pg. 1

ARCHITECT:	Phone #:
Address:	_City, State, Zip:
CONTRACTOR:	Phone #:
Address:	_City, State, Zip:
ELECTRICAL CONTRACTOR:	Phone #:
	_City, State, Zip:
PLUMBING CONTRACTOR: <u>Sheppard well Orig</u>	1:19 Phone #: 912 - 857 - 354
PLUMBING CONTRACTOR: <u>Sheppard well Orin</u> Address: <u>290 Sheppard Switch Rd</u>	City, State, Zip: Sylvania 6A 30
MECHANICAL CONTRACTOR:	
Address:	_City, State, Zip:

A Site Plan and two (2) complete sets of plans must accompany this application. This form must be filled out completely before consideration of application. Construction in some areas may impact wetlands and require a 404 permit from the Corps of Engineers. Permit Holder agrees to hold the City of Port Wentworth harmless on any construction covered by this permit resulting in construction in wetlands. This permit becomes null and void if work or construction authorized is not commenced within a one (1) year period.

In consideration of the granting of the above requested permit, I do hereby agree that I will in all respects construct the work in accordance with the above statement and the Plans and Specifications herewith submitted, and filed with the City of Port Wentworth, and in compliance with all the state and local laws and ordinances.

Signature of Applica Danny 1128 Meinhard Address GA 31407 ortwentworth. City, State & Zip Code **Contact Number** ellsouth net

in	ances.	
		FEES:
	Permit Fee:	\$
	Admin Fee:	\$
	Plan Check Fee:	\$
	Tap Fee:	\$
	Aid-to-Const:	\$
	Other:	\$
	Total:	\$
	Date	

Email Address

APPROVED:

Date: _____

Building Inspector

NOTES:

Attachment: 1128 Meinhard Rd (2945 : 1128 Meinhard Rd Well Permit Applicatio

11.B.a



City Council 7224 GA Highway 21 Port Wentworth, GA 31407

DRAFT

Meeting: 02/15/24 07:00 PM Department: All Category: Amendment Prepared By: Zahnay Smoak Department Head: Steve Davis

AGENDA ITEM (ID # 2948)

Budget Amendment For The Years Ending 6/30/2023 and 6/30/2024- 2nd Reading

Issue/Item: Budget Amendment

Background: The City approved the FY 23 and FY 24 budget for lease and technology expenses. This amendment aligns the recording/reporting of those expenses with the Government Finance Officers Association Guidance on Leases (GASB 87) effective date 6/15/2021 and Subscription Based Information Technology Arrangements (GASB 96) effective date 6/15/2022.

Facts and Findings:

- 1. The City historical budgeted and recorded lease and technology subscription by line expense and annually adjusted the reporting of those expenses in accordance with GASB 87 and 96 Guidance.
- 2. The City will record/report GASB 87 and 96 expenses for FY 23 and FY 24.
- 3. Going forward, the City will budget these expenses in alignment with the guidance, implementing classification of expenses thru the budget process to provide consistent accounting and financial reporting, and more comparable information about SBITAs are significant and justify the perceived costs of implementation and ongoing compliance.

Funding:

No increase or decrease in funding or expenditures: Reclassification of exiting expenses.

Recommendation: Approve

ATTACHMENTS:

• BUDGET AMENDMENT - JANUARY 18 2024 MEETING GASB (PDF)

City of Port Wentworth Budget amendment for GASB 87 & 96 (reclass of expense) FY24

<u>GASB 87</u>	Effect: Amount is moved from rent expense to debt service expense		
7306 Hwy 21 Suites 301 & 302			
	44,545.95 Payment		
	6,274.05 Interest on 12 month amortization of Payment		
Dept 7200	50,820.00 Total		
2 Magnolia Blvd Units F&G			
	45,576.43 Payment		
	1,277.57 Interest on 12 month amortization of Payment		
Dept 1500	46,854.00 Total		
2 Magnolia Blvd Units C,D,E			
	63,135.72 Payment		
	17,252.28 Interest on 12 month amortization of Payment		
Dept 3200 33%; Dept 1600 67%	80,388.00 Total		
<u>GASB 96</u>	Effect: Amount is moved from software expense to debt service expense		
Tyler software	54,696.00 Payment		
	1,116.60 Interest on 12 month amortization of Payment		
	55,812.60 Total		
IAPro software	19,500.00 Payment		
	398.04 Interest on 12 month amortization of Payment		
	19,898.04 Total		

City of Port Wentworth Budget amendment for GASB 87 & 96 (reclass of expense) FY23

<u>GASB 87</u>	Effect: Amount is moved from rent expense to debt service expense	
7306 Hwy 21 Suites 301 & 302		
	40,599.97 Payment	
	7,800.03 Interest on 12 month amortization of Payment	
Dept 7200	48,400.00 Total	
2 Magnolia Blvd Units F&G		
	39,246.92 Payment	
	2,553.08 Interest on 12 month amortization of Payment	
Dept 1500	41,800.00 Total	
2 Magnolia Blvd Units C,D,E		
	41 482 60 Doumant	
	41,483.60 Payment	
Dept 3200 33%; Dept 1600 67%	11,316.40 Interest on 12 month amortization of Payment 52,800.00 Total	
Dept 3200 33%, Dept 1000 67%	52,800.00 Total	
<u>GASB 96</u>	Effect: Amount is moved from software expense to debt service expense	
Tyler software	44,012.72 Payment	
	1,243.64 Interest on 12 month amortization of Payment	
	45,256.36 Total	
IAPro software	11,300.25 Payment	
	Interest on 6 month amortization of Payment	
	11,300.25 Total	

Recording of leases and SBITAs in accordance with GASB 87 and 96GASB 87547,619.00GASB 9674,196.00Other financing sources621,815.00

General administration 302,606.00

Packet Pg. 19



City Council 7224 GA Highway 21 Port Wentworth, GA 31407

DRAFT

Meeting: 02/15/24 07:00 PM Department: All Category: Amendment Prepared By: Zahnay Smoak Department Head: Steve Davis

AGENDA ITEM (ID # 2947)

Budget Amendment For The Years Ending 6/30/2024- 2nd Reading

Issue/Item: Budget Amendment - New Revenue

Background: The City approved the FY 24 budget on June 22, 2023. Since the adoption of the authorized budget, additional unprojected revenue and a GDOT grant have been received. The amendment both recognizes and authorizes the use of funds as presented.

Facts and Findings:

General Fund (100)

- 1. GDOT LMIG Grant Award totaling \$ 128,219.
- 2. Sale of two parcels of land and received totaling of \$800,000.
- 3. Interest Income of \$306,500 and miscellaneous revenue of \$65,500.
- 4. Total Revenue: \$1,300,219.
- 5. Unbudgeted expenses impacted four (4) departments.
- 6.

Water/Sewer/Sanitation Fund (505)

- 1. Interest Income of \$ 204,639 and miscellaneous revenue of \$161,000
- 2. Reclassify Landfill Host Fee revenue from General Fund \$80,000.
- 3. Projection of Water Meter Revenue \$155,800.
- 4. Total Revenue \$601,439
- 5. Unbudgeted expenses impacted four (4) departments.

Funding:

General Fund (100)

Revenue \$1,300,219 Reduction of Fund Balance, W/S transfers and Landfill Host fees \$945,500

Expenditures: \$354,719

Department	Total
Legislative	\$25,500
Technology	\$90,000
Public Works	\$139,219
Economic Development	\$100,000
	\$354,719

Page 1

Revenue \$601,439 Reduction of Revenue and Fund Balance \$233,960

Expenditures: \$82,118

\$1,547
\$51,546
\$21,185
\$7 <i>,</i> 840
\$82,118

Recap of Fund 100 and 505

Fund	Revenue	FB/Transfer Reduction	Transfers	Expense Increases
100	1,300,219	(945,500)	-	354,719
505	601,439	(223,960)	(295,361)	82,118

This amendment removes the use of Prior Year Fund Balance and all interfund transfers for FY24.

Recommendation: Approve

12.B



City Council 7224 GA Highway 21 Port Wentworth, GA 31407

SUBMITTED

AGENDA ITEM (ID # 2942)

Meeting: 02/15/24 07:00 PM Department: Development Services Category: Ordinance Prepared By: Melanie Ellis Department Head: Melanie Ellis

DOC ID: 2942 A

A Zoning Map Amendment Application submitted by Philip R. McCorkle as Agent for Inter Metro Properties (GA), LLC, requesting to rezone 2.6 acres from R-1 to I-1, to allow for expansion of a logistics yard. PIN # 7-0003-01-006, located in the 4th Council District, at 324 Flonnel Avenue.

Issue/Item: A Zoning Map Amendment Application submitted by Philip R. McCorkle as Agent for Inter Metro Properties (GA), LLC, requesting to rezone 2.6 acres from R-1 to I-1, to allow for expansion of a logistics yard. PIN # 7-0003-01-006, located in the 4th Council District, at 324 Flonnel Avenue.

Background: The applicant requests I-1 zoning to create truck parking and effectively expand existing operations for a logistics facility/container yard which is comprised of approximately 40 acres of contiguous I-1 zoned property.

Facts and Findings:

- Adjacent property to the north and west is within the I-1 zoning district.
- The property is bordered to the east by Waters of the State.
- The parcel to the south is within the R-1 zoning district. As it is under ownership of the Georgia Ports Authority and has a pervasive wetlands presence, it is unlikely that residential development would occur.
- The 2021-2041 Comprehensive Plan shows this parcel to be located within the industrial park character area, which is intended for high intensity use, to include transportation operations.
- The property does <u>not</u> meet the minimum acreage requirement (5 acres) for the I-1 zoning district. It must be combined to meet the minimum acreage, and should be combined with the entirety of the overall logistics development.

Funding: N/A

<u>Recommendation</u>: The proposed rezoning meets applicable zoning criteria and the intended use is consistent with Port Wentworth's Comprehensive Plan.

Approval for this request must include a condition that a recombination plat, bringing the parcel to the required 5 acre minimum, be recorded prior to the rezoning taking effect. The Planning Commission will hear this application on February 12, 2024 at 3:30 PM.

(PDF)

ATTACHMENTS:

- ZMA 324 FLONNEL AVE 7-0003-01-006 2023-Application (PDF)
- ZMA 324 FLONNEL AVE 7-0003-01-006 2023-Adj. Property Owners
- ZMA 324 FLONNEL AVE 7-0003-01-006 2023-Legal Description (PDF)
- ZMA 324 FLONNEL AVE 7-0003-01-006 2023-Warranty Deed (PDF)
- 20240108112209558 (PDF)
- 20240108112213402 (PDF)

APPLICATIO	N TO AMEND THE ZONING MAP OF P	ORT WENTWORTH, GEORGIA
Applicant: Phillip R. McCorl	kle	Phone # 912-232-7416
Mailing Address: 319 Tattna	ll Street, Savannah, Georgia 31401	BY:
Property Owner: Inter Metro	Properties (GA) LLC Use back if more than one owner	Phone # <u>973-624-6444</u>
Owner Address: P.O. Box 65	51, Basking Ridge, New Jersey 07920	<u></u>
PIN #('s): 7-0003-01-006		# of Acres 2.6
Zoning Classification:	Present <u>R-1</u>	Requested <u>I-1</u>
Use of Property:	Present Single Family Home	Requested Truck Parking

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

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

The parcel is bordered on two sides by an existing and expanding truck facility owned by Inter Metro, and on the other two sides by undevelopable property owned by Georgia Ports Authority. It will become part of the existing truck facility with direct access to Jimmy Deloach Parkway.

Attach the following documents:

- 1. Written legal description of the property (e.g. copy of deed) full metes and bounds description rather than plat reference.
- 2. Name, PIN #, property address and mailing address of property owners withing 300 feet of this property.
- Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit three (3) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
- 4. Site Plan of proposed use of property. Submit three (3) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
- 5. Disclosure of Campaign Contributions and Gifts form.
- 6. Disclosure of Financial Interests form
- 7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
- 8. Filing fee of \$500.00 + \$50.00 per acre + \$75.00 Administrative Fee, payable to the City of Port Wentworth.

APPLICATION MUST BE FILED 20 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

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

Sworn to and subscribed before	me this 223
ih. tro	EXPIRES GEORGIA
Notary Public	05/13/2025
Updated 8/25/2023	A HAM COUNT

Signature of Applicant

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Decemb Reference: Application filed on 20 23 to rezone real property described as follows:

See Attached Exhibit A"

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



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

> FXPIRES GEORGIA 05/13/2025

" ALTERATORY

Sworn to and subscribed before me this Hay of Tecember 2023

Notary Public

Signature of Applicant



DISCLOSURE OF FINANCIAL INTERESTS

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

Reference:	Application filed on	Decem	ber 4	, 20 2-3	, to rezone real property
described as f					
	See	Attached	Exh.s	:FA	

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

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

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

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

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

Sworn to and subscribed before me this

_____ day of _____, 20____.

Signature of Official

Notary Public Updated 7/13/2023

Attachment: ZMA 324 FLONNEL AVE 7-0003-01-006 2023-Application(2942:ZMA 70003 01006 324 Flonnel Ave R1-I1 FEB 24)

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: Phillip R. McCorkle

Address: 319 Tattnall Street, Savannah, Georgia 31401

Telephone Number: 912-232-7416

INTER METRO PROPERTIES (GA) LLC

Signatur

Personally appeared before me

ROBERT D. SANSONE

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

Notary Public

Date



Updated 7/13/2023

Surrounding Property Owners Within 300 Feet

Georgia Ports Authority PINs: 70003 01007 Property Addresses: Flonell Avenue, Port Wentworth 31407 Mailing Address: Post Office Box 2406, Savannah, Georgia 31402-2406

Georgia Ports Authority PINs: 10812 01001 Property Address: International Trade Parkway, Port Wentworth 31407 Mailing Address: Post Office Box 2406, Savannah, Georgia 31402-2406

Inter Metro Properties (GA) LLC PINs: 70003 01005 Properties Addresses: 277 Flonell Avenue, Port Wentworth 31407 Mailing Address: Post Office Box 651, Basking Ridge, New Jersey 07920

Inter Metro Properties (GA) LLC PINs: 70003 01010 Properties Addresses: Flonell Avenue, Port Wentworth 31407 Mailing Address: Post Office Box 651, Basking Ridge, New Jersey 07920

Inter Metro Properties (GA) LLC PINs: 70003 01011 Properties Addresses: 302 Flonell Avenue, Port Wentworth 31407 Mailing Address: Post Office Box 651, Basking Ridge, New Jersey 07920

Inter Metro Properties (GA) LLC PINs: 70003 01012 Properties Addresses: 301 Flonell Avenue, Port Wentworth 31407 Mailing Address: Post Office Box 651, Basking Ridge, New Jersey 07920

Inter Metro Properties (GA) LLC PINs: 70003 01013 Properties Addresses: Flonell Avenue, Port Wentworth 31407 Mailing Address: Post Office Box 651, Basking Ridge, New Jersey 07920



Exhibit "A"

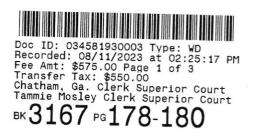
Legal Description

All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, approximately six (6) miles northwest of Savannah city limits on Highway 21, containing Two and Six tenths (2.6) acres, more or less, and being a part of the southern portion of properties owned by C.R. Mock, Jr., which adjoin the property now or formerly belonging to Port Wentworth Terminal Co., said property herein conveyed being shown as belonging to C.G. Braddock on a map or plat made for him by Ray Bailey, dated November 27, 1957, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book I, Folio 63, containing a frame bungalow with asbestos siding with four (4) rooms and bath, and being more particularly described as follows:

Beginning at a point (iron pin) where the southeastern corner of the property shown on said map as belonging to C.G. Braddock intersects the property shown on said map as belonging to Port Wentworth Terminal Company and running thence in a northerly direction along the Augustine Creek Ninety-seven and Ninety-one One Hundredths (97.91) feet to a stake; thence in a westerly direction Two Hundred Seventy-four and Thirty-for One Hundredths (274.34) feet to a stake; thence in a northwesterly direction Two Hundred Twenty-four and Forty-one One Hundredths (224.41) feet to a stake; thence continuing in a northwesterly direction One Hundred Ninety-four and Eighty-two One Hundredths (194.82) feet to a stake; thence in a southwesterly direction Two Hundred Fifty-one and Forty-seven One Hundredths (251.47) feet to a stake on the dividing line between the property herein conveyed and the property of said Port Wentworth Terminal Co.; thence in an easterly direction along said dividing line for a distance of Seven Hundred Forty and Seventy-One Hundredths (740.70) feet to a point of beginning; being bounded on the south by Port Wentworth Terminal Co., on the north and west by property of C.R. Mock, Jr. and on the east by Augustine Creek. Also conveyed herein is right of way for ingress and egress of the Twenty (20) feet wide by Three Hundred Sixty-two and Fifty-five One Hundredths (362.55) feet along access road located in the southern portion of the property of C.R. Mock, Jr. on the dividing line between the property of C.R. Mock, Jr. and the property of Port Wentworth Terminal Co.

Being 324 Flonell Avenue, Port Wentworth, Georgia 31407 and having PIN No. 70003-01006.

Packet Pg. 28



Above Space Reserved for Recorder's Use

Prepared by and return to:

MJM McCorkle, Johnson & McCoy, LLP 319 Tattnall Street Savannah, Georgia 31401 Attn: Phillip R. McCorkle

STATE OF GEORGIA **COUNTY OF CHATHAM**

LIMITED WARRANTY DEED

)))

)

THIS INDENTURE is made and entered into this <u>IH-day</u> of August, 2023, between SYBIL CANNON, by Sheryl Cannon as attorney-in-fact, as "Grantor(s)", and INTER METRO PROPERTIES (GA) LLC, as "Grantee(s)",

WITNESSETH:

That the said Grantor(s) for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell or convey unto the said Grantee(s) all that tract or parcel of land located in Chatham County, Georgia, which is more fully described in the attached Exhibit "A," incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee(s) forever in FEE SIMPLE. IN WITNESS WHEREOF, the said Grantor(s) have hereunto set their hand(s) and seal(s) on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Public

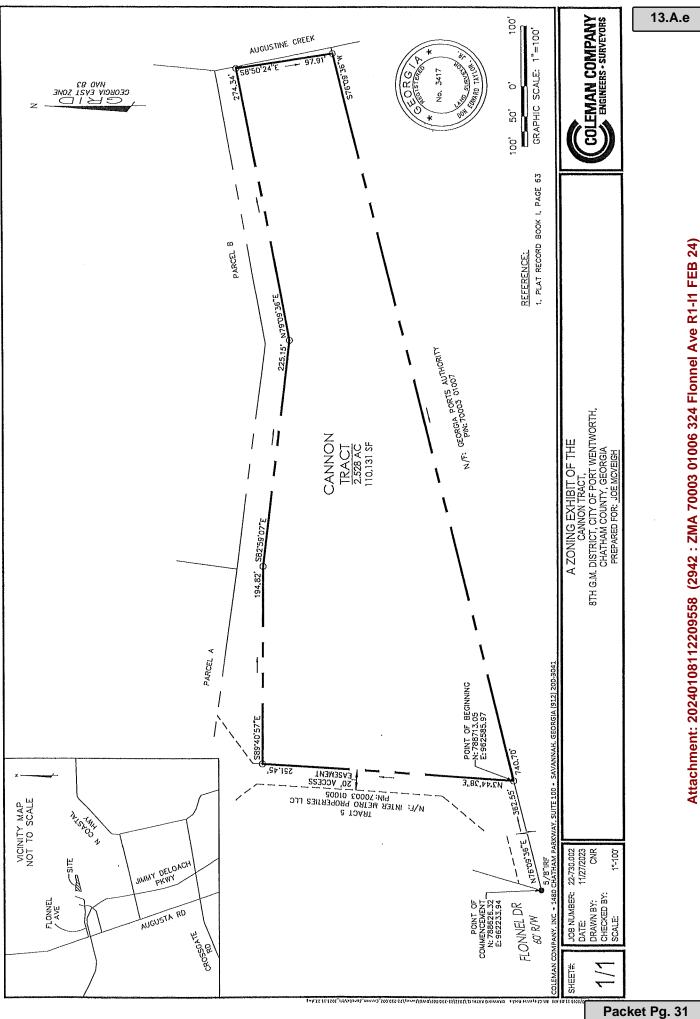
nnm

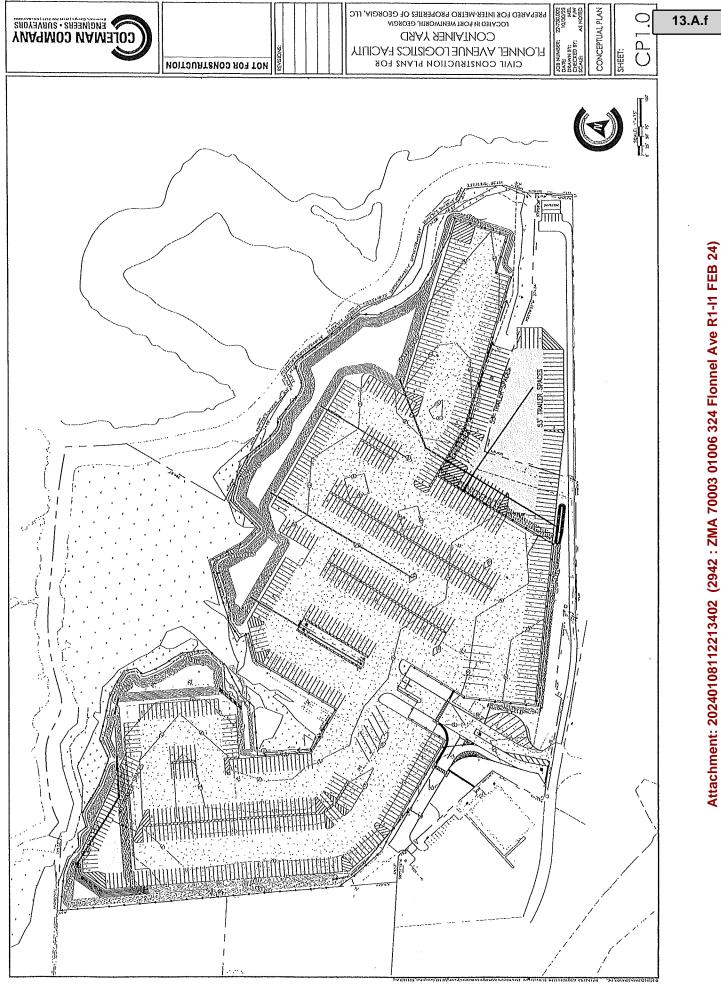
Sybil Cannon, by Sheryl Cannon as attorney-in-fact

(Notary Seal)

- SARCAAL CURRENT AND THE REAL **EGIA**

13.A.d







City Council 7224 GA Highway 21 Port Wentworth, GA 31407

SUBMITTED

AGENDA ITEM (ID # 2944)

Meeting: 02/15/24 07:00 PM Department: Development Services Category: Ordinance Prepared By: Melanie Ellis Department Head: Melanie Ellis

DOC ID: 2944 A

Zoning Map Amendment Application submitted by City of Port Wentworth, requesting to rezone 20.85 acres from R-3 to PUD, to allow for residential development. PIN # 7-0014-06-001, located in the 2nd Council District, between Coleraine Drive and Barnsley Road

Issue/Item: Zoning Map Amendment Application submitted by City of Port Wentworth, requesting to rezone 20.85 acres from R-3 to PUD, to allow for residential development. PIN # 7-0014-06-001, located in the 2nd Council District, between Coleraine Drive and Barnsley Road

Background:

- The applicant proposes to create a residential PUD. The submitted concept plan shows up to 92 units with a mix of single-family dwellings and townhomes. Community features are shown to include open space, walking trails, a pond, and connectivity to Port Wentworth soccer fields.
- A portion of approximately 2 acres is reserved to continue as undeveloped land for use by the adjacent police department.
- The surrounding properties to the North, East, and South are within the R-3 (Old Town Residential) zoning district; their uses are single-family residential, and a City-owned parcel with recreation fields and a police station. The western side of the property borders a 30' strip of industrial land owned by Georgia Ports Authority, which could reasonably serve to expand the adjacent railway.
- Water and sewer are to be provided by City of Port Wentworth.
- Access to the PUD is proposed at two points (Barnsley Road and Coleraine Road) by means of extending Falkirk Street through the entirety of the development.
- The PUD will be developed by Habitat for Humanity.
- At a townhall meeting on January 24, 2024, neighboring residents expressed concerns about the proposed rezoning. The concerns specific to the rezoning request included:
 - Increased traffic
 - Potential drainage issues to surrounding properties
 - Loss of existing buffering from railway noise
 - Lack of existing commercial resources and local schools to support the residential development

Facts and Findings:

- Adjacent, non-industrial, properties are within the R-3 zoning district. The Port Wentworth Zoning Ordinance, Section 3.20c describes the R-3 district as "...intended for a range of detached single-family dwellings, two-family dwellings, and attached singlefamily townhomes within the Old Town area of Port Wentworth. This district recognizes the Old Towns as a traditional urban village where infill or redevelopment projects may occur. Characteristics of lands zoned R-3 include established neighborhoods on traditional grid pattern street systems with sidewalks, or the feasibility of sidewalks, as it is a walkable traditional neighborhood."
 - The proposed PUD is complimentary to surrounding zoning and is consistent with

Page 1

intended area use.

- The qualifying conditions for a PUD are stated in Section 5.20 of the Port Wentworth Zoning Ordinance. These conditions include the demonstration of at least 3 purposes as outlined in Section 5.10, including the following:
 - "preserve existing natural assets, such as stands of trees, floodplains, open fields, marshes, rivers, streams, and the like"
 - The submitted concept plan demonstrates preservation of wetlands, as well as the inclusion of widespread green space.
 - "encourage the use of lands in ways that are most in accord with their character and adaptability"
 - The proposed PUD is consistent with and complementary to surrounding zoning and use.
 - "result in recognizable public benefits to the community-at-large"
 - The submitted concept plan shows "a complementary mix of land uses of housing types that address a demonstrated community need".
 - The Habitat for Humanity program may aid with the continual reduction of mortgaged cost burdened housing (as identified in Section 5.4 of the 2021-2021 Comprehensive Plan)
- The 2021-2041 Comprehensive Plan specifically identifies the addition of mixed-use housing in the vicinity of police and fire station, including under the Implementation Strategies component of the Traditional Village Character Area (in which this property is located) section.

Funding: N/A

Recommendation: The proposed rezoning meets applicable zoning criteria and is consistent with the City Comprehensive Plan. The PUD must continue to adhere, in all ways, to the City Ordinance during all stages of review and development. Council may wish to consider specific conditions for approval, to address appropriate buffering and/or screening of the nearby railway. The Planning Commission will hear this application on February 12, 2024 at 3:30 PM.

ATTACHMENTS:

- Habitat for Humanity Project 2024-Application (PDF)
- Habitat for Humanity Project 2024-APO (PDF)
- Habitat for Humanity Project 2024-Deed (PDF)
- Habitat for Humanity Project 2024-Exhibit Opts. 1 and 2 (PDF)
- Habitat Narrative (DOCX)
- Drawing1-Model (1) (PDF)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA				
Applicant: City of Port Wertworth Phone # 912-964-4379				
Mailing Address: 7224 GA Hwy 21, Port Wentworth, GA 31407				
Property Owner: City of Port Wentworth Phone #				
Owner Address: Coleraine DR/Barnsley Rd., Port Wentworth, GA 314	Feb 24)			
PIN #('s): 7-0014-06-001 # of Acres 20.85	UD F			
Zoning Classification: Present <u>R-3</u> Requested <u>PUD</u>	:t R3-P			
Use of Property: Present Old Town Residential Requested Planned United Develop	rojec' ہ			
If the requested change is to extend an existing adjacent zoning district to include this property, explain belo why the proposed change should be made.	Habitat F			
If the requested change is not to extend an adjacent zoning district, explain below why this property should I placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why				
should it be subject to different restrictions than those applying to adjoining properties?) <u>Property</u> requested to Rezone is to be used for the Habitat for <u>Humanity</u> Housing Development Project.	ZMA 70014			
	44:2			

Attach the following documents:

- 1. Written legal description of the property (e.g. copy of deed) full metes and bounds description rather than plat reference.
- 2. Name, PIN #, property address and mailing address of property owners withing 300 feet of this property.
- 3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit three (3) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
- 4. Site Plan of proposed use of property. Submit three (3) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
- 5. Disclosure of Campaign Contributions and Gifts form.
- 6. Disclosure of Financial Interests form
- 7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
- 8. Filing fee of \$500.00 + \$50.00 per acre + \$75.00 Administrative Fee, payable to the City of Port Wentworth.

APPLICATION MUST BE FILED 20 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

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

Sworn to and subscribe	ed before me this
Kata	DOM
Notary Public	101 15 M
Updated 8/25/2023	2 CO 1 C

Signature of Applicant

PIN Owner 10729 01002 GEORGIA PORTS AUTHORITY 70013 01001 DAVID W & KAREN M AYRES 70013 01002 PORT WENTWORTH METHODIST CHURC 70013 01003 PORT WENTWORTH UNITED METHODIST CHURCH 70013 02001 GARNASIA L & JERRY A BOGUS 70013 02002 PORT WENTWORTH ALLIANCE CHURCH 70013 02003 ANTHONY T & PATRICIA L DAVIS TRUSTEES 70013 02004 MAX DUNIGAN 70013 19006 JAMIE L COOMBE 70013 19007 SARA ANN HARRELL BROWNING 70013 19008 OLIVIA CONSTANCE BROWN 70013 19009 JOHN BERRY 70013 19010 DONNA LATHAM JACKSON 70013 19013 GARY G BRAZELL 70013 21021 LIZABETH A GOODSON 70013 21022 FREDDIE PAUL SALTER 70013 21023 EDDIE H & LINDA M SMITH 70013 21024 SHIRLEY HARRELL WOODS 70013 21025 DERRICK R & STACI L POOLE 70013 21026 LAUREE M SANJUAN 70014 02010 LAURIE LEE NORMAN 70014 02011 LESLIE R HARLEY 70014 03015 BOARD OF EDUCATION 70014 03016 LULA MANN 70014 03017 BRANDON LEE MILLER & CHRISTINA HAMPTON 70014 03018 BRENDA V HUBBARD 70014 04002 ANGEL C BROWN-HUTCHINSON 70014 04003 BRENDA BOULWARE 70014 04004 STEVEN H YOUNG 70014 05001 TJ A BARNWELL 70014 05002 BETTY SUE DAVIS 70014 05012 DORIS WALLACE 70014 05013 GENE A BURN 70014 06002 BRANDON WATERS LLC 70014 06003 FAYE W LOVE 70014 06004 MICHAEL W. MCDOUGALD 70014 06005 MICHAEL E OUINNEY 70014 06006 KENYATTA BRUEN 70014 06007 GREGORY A WILLINGHAM 70014 06008 JAMES FREDERICK DUNIGAN JR 70014 06009 ALICE C HOWARD 70014 06010 TPR INVESTMENTS LLC 70014 06011 STEPHEN LEE PHILLIPS 70014 06012 VIRGINIA K JACKSON 70014 06013 JOHN W & JACKIE R MCMILLAN 70033 01004 LRE CROSSGATE SOUTH, LLC

Mailing Address	City	State	
PO BOX 2406	SAVANNAH	GA	31402
901 BARNSLEY RD	PORT WENTWORTH	GA	31407
C/O REV VEAL 827 CROSSGATE RD	SAVANNAH	GA	31407
201 TURNBERRY ST	PORT WENTWORTH	GA	31407
908 BARNSLEY RD	SAVANNAH	GA	31407
906 BARNSLEY RD	SAVANNAH	GA	31407
904 BARNSLEY RD	PT WENTWORTH	GA	31407
902 BARNSELY RD	SAVANNAH	GA	31407
314 CANTYRE STREET	PORT WENTWORTH	GA	31407
316 CANTYRE STREET	PORT WENTWORTH	GA	31407
318 CANTYRE STREET	PORT WENTWORTH	GA	31407
215 SHEAROUSE RD	GUYTON	GA	31312
PO BOX 7244	GARDEN CITY	GA	31408
PO BOX 4073	SAVANNAH	GA	31407
832 BARNSLEY RD	PT WENTWORTH	GA	31407
43 FARNSLEIGH AVE	BLUFFTON	SC	29910
828 BARNSLEY RD	PORT WENTWORTH	GA	31407
827 BARNSLEY RD	SAVANNAH	GA	31407
10 SHELBY RD	SAVANNAH	GA	31407
831 BARNSLEY RD	PT WENTWORTH	GA	31407
400 CANTYRE STREET	PORT WENTWORTH	GA	31407
P O BOX 8755	SAVANNAH	GA	31412
208 BULL ST	SAVANNAH	GA	31401
201 COLERAINE DR	PT WENTWORTH	GA	31407
203 COLERAINE DR	PORT WENTWORTH	GA	31407
2 HORNE PLACE	PORT WENTWORTH	GA	31407
3 HORNE PL	PT WENTWORTH	GA	31407
1 HORNE PL	SAVANNAH	GA	31407
5 HORNE PL	SAVANNAH	GA	31407
114 COLERAINE DR	SAVANNAH	GA	31407
112 COLERAINE DR	SAVANNAH	GA	31407
409 PHILLIPS AVE	PORT WENTWORTH	GA	31407
406 CANTYRE ST	PT WENTWORTH	GA	31407
PO BOX 23	GLENNVILLE	GA	30427
206 COLERAINE DR	SAVANNAH	GA	31407
202 COLERAINE DRIVE	PORT WENTWORTH	GA	31407
415 CANTYRE ST	PORT WENTWORTH	GA	31407
413 CANTYRE STREET	PORT WENTWORTH	GA	31407
411 CANTYRE ST	PORT WENTWORTH	GA	31407
317 BIRKENHEAD RD	PORT WENTWORTH	GA	31407
407 CANTYRE ST	PORT WENTWORTH	GA	31407
28 CLARENDON ROAD	SAVANNAH	GA	31410
403 CANTYRE ST	PORT WENTWORTH	GA	31407
403 CANTRE ST 401 CANTYRE STREET	PORT WENTWORTH	GA	31407
401 CANTRE ST	SAVANNAH	GA	31407
TRIAD 1828 CENTRE 10TH FLR 2 COOPER STREET	CAMDEN	NJ	08102



Space Above This Line for Recorder's Use

After recording, please return to: McCorkle & Johnson, LLP 319 Tattnall Street Savannah, Georgia 31401 Attn: Phillip R. McCorkle

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

GIFT DEED

THIS INDENTURE is made this <u>215+</u> day of November, 2019, by and between L-A SAVANNAH-CROSSGATE, LLC, as "Grantor", and CITY OF PORT WENTWORTH, as "Grantee".

$\underline{WITNESSETH}$:

THAT, for and in consideration of Grantor's charitable giving plans and goals, Grantor has given, granted and conveyed its entire interest in, and by these presents does give, grant and confirm unto the said Grantee the following described real property, to wit:

A certain parcel of land situate, lying and being south of Crossgate Road, approximately 900 feet southeast of the intersection of Crossgate Road and Norfolk Southern Railway Company (50-foot right-of-way), and being in the 8th G.M. District, City of Port Wentworth, Chatham County, Georgia, and further described as follows:

Commencing at a right-of-way concrete monument (found) at the intersection of the southerly right-of-way line of Crossgate Road (80-foot right-of-way) and the easterly right-of-way line of U. S. Highway 21 (Augusta Road 150-foot right-of-way); thence, with the southerly right-of-way line of Crossgate Road, North 58°09'48" East, a distance of 91.77 feet

Q \DATA\WPDATA\6400\6422\6422-14 gift deed.docx

to a right-of-way concrete monument (found); thence, North 77°02'18" East, a distance of 140.05 feet to an iron pipe (set); thence, North 77°04'02" East, a distance of 2,648.88 feet to a point in the easterly rightof-way line of Norfolk Southern Railway Company and corner to Port Wentworth Church of Christ; thence; leaving the southerly right-of-way line of Crossgate Road with the easterly right-of-way line of Norfolk Southern Railway Company, South 27°37'47" East, a distance of 899.74 feet to a point; thence, leaving the easterly right-of-way line of Norfolk Southern Railway Company, North 77°02'46" East, a distance of 31.01 feet to an iron pipe (set) in the line of Tompkins Crossgate Subdivision which is the POINT OF BEGINNING;

1.

Thence leaving the POINT OF BEGINNING with the line of Thompkins Crossgate Subdivision, North 77°02'46" East, a distance of 566.45 feet to a concrete monument (found) and corner to lands of the City of Port Wentworth; thence, with the line of Port Wentworth, South 12°49'51" East, a distance of 126.55 feet to an iron rebar (found); thence, South 77°02'46" West, a distance of 86.70 feet to an iron pipe (set); thence, South 12°56'12" East a distance of 120,77 feet to an iron pipe (set); thence, North 77°02'46" East, a distance of 123.10 feet to an iron rebar (found); thence, South 12°50'32" East, a distance of 147.89 feet to an iron pipe (set); thence, North 77°05'20" East, a distance of 313.12 feet to an iron rebar (found); thence, South 12°54'40" East, a distance of 274.99 feet to an iron pipe (set) in the line of John and Jackie McMillan; thence, North 77°05'20" East, a distance of 20.00 feet to an iron pipe (set); thence, leaving the line of Port Wentworth with the line of various owners, South 12°48'19" East, a distance of 69.72 feet to an iron rebar (found); thence, South 12°25'43" East, a distance of 190.23 feet to an iron pipe (found); thence, South 13°29'33" East, a distance of 59.91 feet to an iron pipe (found); thence, South 13°36'19" East, a distance of 159.77 feet to an iron rebar (found); thence, South 12°55'12" East, a distance of 60.09 feet to an iron rebar (found); thence, South 12°20'52" East, a distance of 100.64 feet to an iron rebar (found); thence, South 77°32'37" West, a distance of 129.20 feet to an iron pipe (set); thence, South 13°13'55" East, a distance of 146.30 feet to a concrete monument (found) in the northerly right-ofway line of Colleraine Drive (80-foot right-of-way); thence, with the northerly right-of-way line of Colleraine Drive, South 77°12'31" West, a distance of 425.04 feet to a point in the line of the Georgia Ports Authority; thence, with the line of the Georgia Ports Authority North 27°37'47" West, a distance of 1503.82 feet to an iron pipe (set) which is

Attachment: Habitat for Humanity Project 2024-Deed(2944 : ZMA 70014 06001 Habitat Project R3-PUD Feb 24)

the POINT OF BEGINNING, having an area of 908,052 square feet, or 20.846 acres.

TITLE NOT EXAMINED OR CERTIFIED BY AN ATTORNEY

TOGETHER WITH ALL AND SINGULAR, the improvements, easements, rights, members, hereditaments and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property and premises above described and conveyed unto the said Grantee, its successors and assigns, forever, in fee simple.

IN WITNESS WHEREOF, the said Grantor has hereto set its hand and affixed its seal on the day and year first above written as the date hereof.

GRANTOR:

Signed, sealed and delivered in the presence of:

Notary Public

My Commission Expires:

[Notary Seal]

Commonwealth of Pennsylvania - Notary Seal Catherine Fox, Notary Public Philadelphia County My commission expires December 22, 2024 Commission number 1212369 Member, Pennsylvania Association of Notaries

L-A SAVANNAH-CROSSGATE, LLC, a Georgia limited liability company

 By: L-A Savannah-Crossgate Manager, LLC, a Georgia limited liability company
 Its: Manager

By: Name: R. Eric Emrich Title: CFO, Treasurer & Principal

3

LEGEND

- A Community Trail
- Single-Family Housing
- **C** Town Homes
- Pond D
- Preserved Wetland Ε

Barnsle

N/F EY WC DO13-21

Pump Station

Port Wentworth Soccer Fields

B

B

HABITAT FOR HUMANITY

PORT WE METHODIST WORTH PIN FODIST CHURCH



EMENT

163

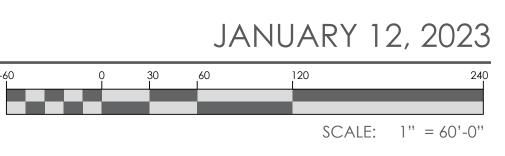
ap illustrates a general plan of the development which is **IOMAS Constant Constant**



HABITAT FOR HUMANITY HOUSING DEVELOPMENT - OPTION 1 PORT WENTWORTH, GA







 \mathbf{F}

LEGEND

- A Community Trail
- Single-Family Housing
- **C** Town Homes
- Pond D
- Preserved Wetland Ε

Barnsle

PORT NET METHODIST WORM

Pump Station

Port Wentworth Soccer Fields





SEMENT

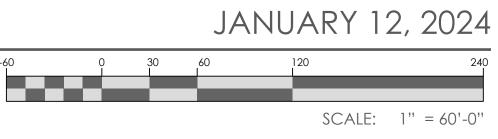
165

p illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/ developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries, and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

HABITAT FOR HUMANITY HOUSING DEVELOPMENT - OPTION 2 PORT WENTWORTH, GA







 \mathbf{E}

Packet Pg. 41

CITY OF PORT WENTWORTH

7224 GA Highway 21 | Port Wentworth, Georgia 31407 Phone (912) 964-4379 | Fax (912) 966-7429 <u>www.cityofportwentworth.com</u>

Attachment: Habitat Narrative(2944:ZMA 70014 06001 Habitat Project R3-PUD Feb 24)

ELECTED OFFICIALS

MAYOR Gary Norton

COUNCIL MEMBERS

Gabrielle Nelson District 1

Mark Stephens District 2

Rufus Bright District 3

Nishant Randerwala District 4

Thomas Barbee At-Large

Artlise Alston-Cone At-Large

City Manager

Steve Davis

PUD Project Narrative: PIN# 7-0014-06-001

General:

The proposed PUD identifies 2 acres as undeveloped land, for use by the City of Port Wentworth Police Department. The majority of acreage (18.65 acres) is planned as mixed residential development, to include both single-family and townhome units, up to 92 units in total. The residential component will offer amenities such as walking trails which connect to adjacent public recreation assets.

Property Owner Association:

A Property Owners Association shall be established to ensure proper use and maintenance of the PUD property.

Covenants shall include that future development within the property be required to first present the proposal to City of Port Wentworth Development Services in anticipation that an amendment of the PUD will be required prior to development. Installation of amenities (such as pools, playground equipment, dog parks) shall be at the discretion of the POA but must be properly evaluated and permitted prior to construction.

The POA shall accept responsibility for maintenance, appearance, repair, and improvement to all common areas, multi-unit building facades, drainage, landscaping, and all other community components. The right of way connecting points of access between Barnsley Road and Coleraine Drive is to be dedicated to the City of Port Wentworth at the time of final plat approval.

Deviations from Zoning Requirements:

There are no requested deviations. Residential development is to comply with the R-5 zoning district as described in Appendix B, Article III of the City of Port Wentworth Code of Ordinances.

Density of Residential Development:

Overall proposed density for residential development of this PUD is:

Gross Density: 4.9 dwelling units per acre

Net Density: Approximated at 10 dwelling units per acre.

Common Open Space:

Total: +/-11 acres, accounting for approximately 59% of residential development area.



HABITAT FOR HUMANITY

HABITAT FOR HUMANITY HOUSING DEVELOPMENT - OPTION 2 PORT WENTWORTH, GA



13.B.f



City Council 7224 GA Highway 21 Port Wentworth, GA 31407

SUBMITTED

Meeting: 02/15/24 07:00 PM Department: Development Services Category: Ordinance Prepared By: Melanie Ellis Department Head: Melanie Ellis

DOC ID: 2943

AGENDA ITEM (ID # 2943)

Zoning Map Amendment Application submitted by Southern Wood Company, LLC as Agent for Yash Desai, requesting to rezone 15.38 of 22.59 acres from C-2 to R-3, to allow for a multi-family residential development. PIN # 7-0037-02-004, located in the 3rd Council District, on Georgia Highway 21.

Issue/Item: Zoning Map Amendment Application submitted by Southern Wood Company, LLC as Agent for Yash Desai, requesting to rezone 15.38 of 22.59 acres from C-2 to R-3, to allow for a multi-family residential development. PIN # 7-0037-02-004, located in the 3rd Council District, on Georgia Highway 21.

Background: The applicant proposes to develop a 288-unit residential complex.

- The concept plan shows 12, 3-story buildings, each with 24 units which are to be comprised of studio, one, two, and three bedroom apartments.
- Community features shown on the concept sketch include a dog park, pickleball courts, and a 2-story amenities center.
- After subdivision, the remaining 7+/- acre parcel's future use is planned for retail development and 95-room hotel and conference center.
- A minor subdivision plat has been submitted to Development Services for review.

Facts and Findings:

- The R-5 zoning district is described in Appendix B, Article 3, Section 3.20 of the City of Port Wentworth Code of Ordinances as "intended for multi-family residential buildings. This district also allows for limited civic and recreational uses, as well as single-family and two-family residences and townhomes. Characteristics of lands zoned R-5 include apartment complex facilities and denser townhome communities closer to goods and services or planned mixed-use village areas...." Adjacent properties to the north and east are in the C-2 (General Commercial) zoning district. The adjacent property to the south is in the R-4 (Mixed Residential) zoning district.
- The 2021-2041 Comprehensive Plan indicates that this parcel lies within the Highway Commercial Interchange Area. While residential use is not specifically listed as an intended use in this character area, the fact that it abuts a Suburban character area (to the west) indicates that R-5 is appropriate for transitional zoning.
- The parcel has frontage on both Georgia Highway 21 and Interstate 95.
- Access is proposed to Newport Boulevard via PIN # 7-0037-02-019. This parcel is under different ownership, Staff is unaware of an existing access agreement.

Funding: N/A

Recommendation: The proposed rezoning meets applicable zoning criteria. The surrounding commercial properties support the intended characteristics of R-5. This placement of R-5 also continues a logical increase in density between single family dwellings along Highway 30 and commercial development along Highway 21. The Planning Commission will hear this application on February 12, 2024 at 3:30 PM.

(PDF)

13.C

ATTACHMENTS:

- ZMA HWY 21 7-0037-02-004 2023-Application (PDF)
- ZMA HWY 21 7-0037-02-004 2023-Adj. Prop. Owners (PDF)
- ZMA HWY 21 7-0037-02-004 2023-Legal Description A & B
- ZMA HWY 21 7-0037-02-004 2023-Limited Warranty Deed (PDF)
- ZMA HWY 21 7-0037-02-004 2023-Land Survey (PDF)
- ZMA HWY 21 7-0037-02-004 2023-Rezoning Exhibit (PDF)
- ZMA HWY 21 7-0037-02-004 2023-Site Plan 1.22.24 (PDF)

3	0509 A	PPLICATION TO AMEND THE ZONING MAP		GEORGIA 1 3 2023
	Applicant:	Southern Wood Company LLC.		912-398-0280
	Mailing Address:	118 Pipemakers Circle, Ste 100, Pooler, GA 3	1312	DI
	Property Owner:	Yash Desai	Phone#	912-398-0280
		Use back if more than one owner		
	Owner Address:	0 Hwy 21, Port Wentworth, GA 31407		
	PIN #('s): 700	37 02004	# of Acres	15.38
	Zoning Classificatior	n: Present P.C.3	Requested _R5	
	Use of Property:	Present N/A, general business	Requested Multi-Fami	lv Residential

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

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

We are requesting to rezone a portion of PIN # 70037 02004 to R-5 to meet the requirements for denser multi-family

residential buildings uses allowed under R-5 (Multi - Family Residential)

Attach the following documents:

- 1. Written legal description of the property (e.g. copy of deed) -full metes and bounds description rather than plat reference.
- 2. Name, PIN#, property address and mailing address of property owners withing 300 feet of this property.
- 3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit three (3) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
- 4. Site Plan of proposed use of property. Submit three (3) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
- 5. Disclosure of Campaign Contributions and Gifts form.
- 6. Disclosure of Financial Interests form
- 7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
- 8. Filing fee of \$500.00 + \$50.00 per acre+ \$75.00 Administrative Fee, payable to the City of Port Wentworth.

APPLICATION MUST BE FILED 20 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

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

Sworn to and subscribed before me	this
(oth day of December	2023 1111 VIDA CAL
She	LE Stenature of Applicant
Notary Public	
Updated 8/25/2023	CHATHAM

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Reference:	Application filed on	December 7	, 20 23	, to rezone real property described
as follows:				

PIN # 70037 02004 0 Hwy 21, Port Wentworth, GA 31407

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

No contributions made

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

Sworn to and subscribed before me this 202 (all day of Signature of Applicant Notary Public In DALLAN

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: Yash Desai, managing member Southern Wood Company LLC.

Address: 118 Pipemakers Circle, Ste 100, Pooler, GA 31312

Telephone Number: 912-398-0280

Signature of Owner

Personally appeared before me

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

Notary Public

Date

Jate



Updated 8/25/2023

DISCLOSURE OF FINANCIAL INTERESTS

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

Reference: Application filed on <u>December 7</u>, 20<u>23</u>, to rezone real property described as follows: PIN # 70037 02004

0 Hwy 21, Port Wentworth, GA 31407

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

None

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

None

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

None

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

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

Sworn to and subscribed before me this Official day of Notary Public Updated 8/25/2023

Thuite to community meeting

Neighboring addresses to the Savannah Gateway West project on Parcel 2B, Magellan Boulevard:

\bigcap	PIN/Prop. Address:	Property Owner:	Legal Desc.:
()	70976 02021 50 Newport Blvd.	OREI POINTE GRAND PROPERTY OWNER, LLC 888 BRICKELL AVE 3RD FLOOR MIAMI, FL, 33131	PT OF TRACT 3 MEADOW LAKES SUB PH 1 SMB 25S 46 3
0	70037 02014 0 MAGELLAN BLVD	1311 EUCLID LLC 1128 24TH ST SANTA MONICA, CA, 90403	PARCEL 8 SAVANNAH GATEWAY WEST PHASE 1 PRB 47P 32
5	70037 02019 0 Highway 21	COASTAL CLUB PORT WENTWORTH, LLC 1031 WEST MORSE BLVD STE 240 WINTER PARK, FL, 32789	PT PARCEL 2A FORMER BOARDMAN TRACT
P	70037 01001A 7106 HIGHWAY 21	TRI-RIVERS FOODS LP PO BOX 1767 CLEMSON, SC, 29633	PT OF HUBERT KELLER TCT N E INTERSECTION 1-95 + H

Attachment: ZMA HWY 21 7-0037-02-004 2023-Legal Description A & B(2943:ZMA 70037 02004 Hwy 21 C2-R5 FEB 24)

EXHIBIT "A"

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, and shown as Lot 9 on that plat entitled "Phase 1 Savannah Gateway West, Being a Subdivision of a Portion of Lands of the Savannah West, LLC, Eighth G.M. District, City of Port Wentworth, Chatham County, Georgia", prepared by Hussey, Gay, Bell & DeYoung, Inc. and James M. Sims, G.R.L.S. No. 2280, dated July 31, 2008, recorded in Plat Book 41-S, page 11, Chatham County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

AND, Also,

ALL that certain lot, tract or parcel of land situate, lying and being in the Eighth G.M. District, City of Port Wentworth, Chatham County, Georgia, being Parcel 2 of a Revised Minor Subdivision Survey Former Boardman Tract, last revised and recorded on May 12, 2020, in Plat Book 52, page 428, Chatham County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

LESS AND EXCEPT FROM SAID PARCEL 2:

ALL that certain lot, tract or parcel of land situate, lying and being in the Eighth G.M. District, City of Port Wentworth, Chatham County, Georgia, being Parcel 2-A of a Minor Subdivision Plat of Parcel 2-A, Savannah Gateway West, dated February 21, 2020, and recorded on February 27, 2020, in Plat Book 52, page 363, Chatham County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.



eteler .

Attachment: ZMA HWY 21 7-0037-02-004 2023-Legal Description A & B(2943:ZMA 70037 02004 Hwy 21 C2-R5 FEB 24)

EXHIBIT "B"

- 1. Ad valorem property taxes for 2022 and subsequent years, which are liens not currently due and payable.
- Matters revealed by that plat entitled "Plat of a Portion of the Former Hubert Keller Tract Located West of Georgia Highway 21 in the 8th G.M.D.", prepared by Dan E. Sewell, G.R.L.S. No. 1116, dated April 24, 1964, and recorded in Plat Book P, page 111, Chatham County, Georgia, records.
- As to Parcel 2 only, Easement for Right-of-Way from Clayton B. Boardman, Jr., Barney D. Boardman, and Ward S. Claussen to Savannah Electric and Power company dated December 27, 1972, and recorded in Deed Book 101Q, page 721, Chatham County, Georgia, records.
- 4. Limited access rights contained in that Case Number J100613 dated April 17, 1973, and recorded in Deed Book 103U, page 872, Chatham County, Georgia, records.
- Department of Transportation State of Georgia Conveyance of Access Rights from Clayton P. Boardman, Sr., Ward S. Claussen, and Barney J. Boardman, dated November 12, 1987, and recorded in Deed Book 136Q, page 321, Chatham County, Georgia, records.
- 6. As to Parcel 2 only, well site and access and utility easement rights contained in Warranty Deed from Barney D. Boardman, Clayton P. Boardman, Jr., and Ward S. Claussen to City of Port Wentworth, Georgia, a Municipal Corporation dated July 27, 1988, and recorded in Deed Book 139D, page 731, Chatham County, Georgia. records as shown on that p.at entitled "Plat of a Proposed Well Site, Being Lands of Boardman and Clausen, 8th G.M. District, City of Port Wentworth," dated June 14, 1988, and recorded in Plat Book 19P, age 195, Chatham County, Georgia, records.
- 7. Restrictive Covenant from by Ann Carter Boardman, as Trustee for Carter B. Brown, Braye C. Boardman, Clayton P. Boardman, III, Barney D. Boardman, and Hollis B. Willig dated January 14, 1997, and recorded in Deed Book 183G, page 627, Chatham County, Georgia, records, and amended by that First Amendment and Extension of Restrictive Covenant by Jules B. Paderewski, John S. Kern and Barnard M. Portman, Hollis B. Willig, Ann Carter Boardman, as Trustee for Carter B. Brown under Trust Agreement Dated September 29, 1986, The Summit Works, LLLP, Chattooga Partners, LLP and Eric W. Sulzbertger, as Trustee of the Stephanie Page Boardman Trust U/W of Barney D. Boardman, Deceased, and New City Development, LLC dated August 23, 2002, and recorded in Deed Book 241T, page 647, Chatham County, Georgia, records, as shown on that plat entitled "A Wetland Plat of a 353.30 Acre Tract, Being a Portion of the Herbert Keller Tract, 8th G.M. District, Port Wentworth, Chatham County, State of Georgia, dated February 28, 2002, prepared by Terry Mack Coleman, Georgia Registered Land Surveyor Number 2486, of Kern-Coleman & Co., and recorded in Plat Book 22P, page 59A, Chatham County, Georgia, records.
- 8. As to Parcel 2 only, Natural Gas Transmission Easement from Eric W. Sulzberger, as Trustee of the Stephanie Page Boardman Trust u/w Barney Boardman, a/k/a Barney Dunbar Boardman, deceased, The Summit Works, LLLP Chattooga Partners, LLLP, Hollis R. Willig, and Ann Carter Boardman, as Trustee for Carter B. Brown under Trust Agreement dated September 29, 1986 to SCG Pipeline, Inc. dated November 21, 2002, and recorded in Deed Book 247V, page 266, Chatham County, Georgia, records.

- 9. Matters revealed by that plat entitled "Plat of a 20' Utility Easement Through Lands of McKamey Investments, LLC, Eighth G.M. District, City of Port Wentworth, Chatham County, Georgia", prepared by Hussey, Gay, Bell, & DeYoung, Inc., Consulting Engineers, and James M. Sims, G.R.L.S. No.2280, dated November 23, 2004, revised January 17, 2005, recorded in Plat Book 30P, page 25, Chatham County, Georgia, records.
- Declaration of Restrictive Covenant, by McKamey Investments, LLC, dated August 12, 2005, recorded in Deed Book 293L, page 212, Chatham County, Georgia, records.
- 11. License Agreement between Georgia Power Company and Savannah West, LLC dated June 18, 2007, and recorded in Deed Book 332I, page 597, Chatham County, Georgia, records.
- Encroachment Agreement for Easement between Georgia Power Company and Savannah West LLC dated June 18, 2007, and recorded in Deed Book 330N, page 757, Chatham County, Georgia, records.
- 13. As to Lot 9, matters revealed by that plat entitled "Phase 1, Savannah Gateway West Being a Subdivision of a Portion of Lands of the Savannah West, LLC, Eighth G.M. District, City of Port Wentworth, Chatham County, Georgia", prepared by Hussey, Gay, Bell, & DeYoung, Inc., Consulting Engineers, and James M. Sims, G.R.L.S. No. 2280, dated July 31, 2008, recorded in Plat Book 41S, page 11, Chatham County, Georgia, records.
- 14. Master Declaration of Easements, Covenants, Conditions and Restrictions for Savannah Gateway West, by Savannah Gateway West, LLC, dated April 16, 2009, recorded in Deed Book 350U, page 687, Chatham County, Georgia, records; as affected by Acknowledgment, Agreement and Consent by and among Land Holding, LLC, Coastal Club Port Wentworth, LLC, and PNC Bank, National Association, dated February 27, 2020, and recorded in Deed Book 1861, page 258, Chatham County, Georgia, records; and as affected by Quitclaim Assignment and Assumption of Developer Rights between Land Holdings, LLC, Coastal Club Port Wentworth, LLC, and PNC Bank, National Association, dated February 27, 2020, and recorded in Deed Book 1861, page 365, Chatham County, Georgia, records.
- Declaration of Use Restrictions, by Savannah Interests, LLC, dated August 19, 2012, in Deed Book 380S, page 363, Chatham County, Georgia, records; as amended by Amendment to Declaration of Use Restrictions, by Savannah Interests, LLC, dated November 19, 2013, recorded in Deed Book 392U, page 820, Chatham County, Georgia, records.
- 16. As to Parcel 2 only, matters revealed by that plat entitled "Minor Subdivision Survey, Former Boardman Tract, Being a Subdivision of an 88.27 Acre Parcel of the Former Boardman Tract, 8th G.M. District, City of Port Wentworth, Chatham County, Georgia," dated December 18, 2017, revised January 22, 2018, and last revised January 23, 2018, prepared by Michael A. Hussey, Georgia Registered Land Surveyor Number 2509, of Sundial Land Surveying, PC, and recorded in Plat Book 52, page 233, Chatham County, Georgia, records.
- 17. As to Parcel 2 only, Easement from Land Holding, LLC to Savannah Electric and Power Company dated May 24, 2019, and recorded in Deed Book 1653, pages 606-610, Chatham County, Georgia, records as corrected in Easement from Land Holding, LLC to Savannah Electric and Power Company dated May 24, 2019, and recorded in Deed Book 2351, pages 574-578, Chatham County, Georgia, records.

Attachment: ZMA HWY 21 7-0037-02-004 2023-Legal Description A & B(2943:ZMA 70037 02004 Hwy 21 C2-R5 FEB 24)

- 18. As to Parcel 2 only, matters revealed by that plat entitled "Minor Subdivision, Former Boardman Tract, Being a Division of Parcel 2, a 77.27 Acre Portion of the Former Boardman Tract, 8th G.M. District, City of Port Wentworth, Chatham County, Georgia," dated January 28, 2020, prepared by Michael A. Hussey, Georgia Registered Land Surveyor Number 2509, of Sundial Land Surveying, and recorded in Plat Book 52, page 353, Chatham County, Georgia, records.
- 19. As to Parcel 2 only, matters revealed by that plat entitled "Revised Minor Subdivision Survey, Former Boardman Tract, Being a Division of Parcel 2, a 77.32 Acre Portion of the Former Boardman Tract, 8th G.M. District, City of Port Wentworth, Chatham County, Georgia," dated January 28, 2020, revised February 26, 2020, prepared by Michael A. Hussey, Georgia Registered Land Surveyor Number 2509, of Sundial Land Surveying, PC and recorded in Plat Book 52, page 360, Chatham County, Georgia, records, as superseded by that plat entitled "Revised Minor Subdivision Survey, Former Boardman Tract, Being a Division of Parcel 2, a 77.32 Acre Portion of the Former Boardman Tract, 8th G.M. District, City of Port Wentworth, Chatham County, Georgia," dated January 28, 2020, revised February 26, 2020, and last revised May 12, 2020, and recorded in Plat Book 52, page 428, Chatham County, Georgia, records.
- 20. Matters revealed by that plat entitled "A Minor Subdivision Plat of Parcel 2A, Savannah Gateway West, a Portion of Tax Parcel No. 7-0037 -02-004, 8th G.M.D., The City of Port Wentworth, Chatham County, Georgia," dated February 21, 2020, prepared by Thomas W. Hurley, Georgia Professional Land Surveyor Number 2468, of Atlas Surveying, Inc., recorded in Plat Book 52, page 363, Chatham County, Georgia, records.
- 21. Matters revealed by that unrecorded plat entitled "Boundary Survey, Lots 1, 2, 5, 7, 9 & Sign Parcel, Phase 1, Savannah Gateway West, and Parcels 2B & 4, Former Boardman Tract, Being a Division of Parcel 2, a 77.32 Acre Portion of the Former Boardman Tract, 8th G.M. District, City of Port Wentworth, Chatham County, Georgia", prepared by Thomas & Hutton and Wright C. Powers, Jr., G.R.L.S. No. 2612, dated April 24, 2020, last revised May 20, 2020, Job No. 28247.
- 22. As to Lot 9 only, Declaration of Restrictive Covenant by Double Reverse, LLC dated February 2, 2021, and recorded in Deed Book 2229, pages 353-358, Chatham County, Georgia, records.
- Use restriction contained in Limited Warranty Deed from Double Reverse, LLC to Port City Car Wash LLC dated February 2, 2021, and recorded in Deed Book 2229, pages 534-538, Chatham County, Georgia, records.

Type: WD Kind: WARRANTY DEED Recorded: 8/24/2022 1:49:00 PM Fee Amt: \$2,650.00 Page 1 of 6 Transfer Tax: \$2,625.00 Chatham, Ga. Clerk Superior Court Tammie Mosley Clerk Superior Court

Participant ID(s): 4878462932, 7067927936

BK 2896 PG 554 - 559

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

BOUHAN FALLIGANT ATTORNEYS & COUNSELORS AT LAW One West Park Avenue Savannah, Georgia 31401 ATTN: Harris G. Martin (912) 644-5744 File No.: 19846-0040

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of $\underline{August 24}$, 2022, by and between DOUBLE REVERSE, LLC, a Florida limited liability company ("Grantor"), and SOUTHERN WOOD COMPANY, LLC, a Georgia limited liability company ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all those tracts or parcels of land lying and being located in Chatham County, Georgia, and being known as Lot 9 and Remaining Portion of Parcel 2, Savannah Gateway West Subdivision, City of Port Wentworth, and more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").

THIS CONVEYANCE and the warranties contained herein are expressly made subject to those liens, encumbrances, restrictions and other matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said described Property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor, shall at any time, by any means or ways, have, claim or demand any right or title to the said described Property or appurtenances, or any rights thereof.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities owning, holding or claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial

My Commission Expires: -

[NOTARY SEAL]



GRANTOR:

DOUBLE REVERSE, LLC, a Florida limited liability company

By: Wentworth Land Manager, LLC, a Florida limited liability company

Its: Manager By:

Michael F. Beale, as Manager

	Curve	Radius	Longth	Chord	Chord Bear.
			Length		
	C1 C2	<u>130.00'</u> 70.00'	26.27' 26.39'	26.23' 26.23'	S 24°10'16" E N 29°13'58" W

Course

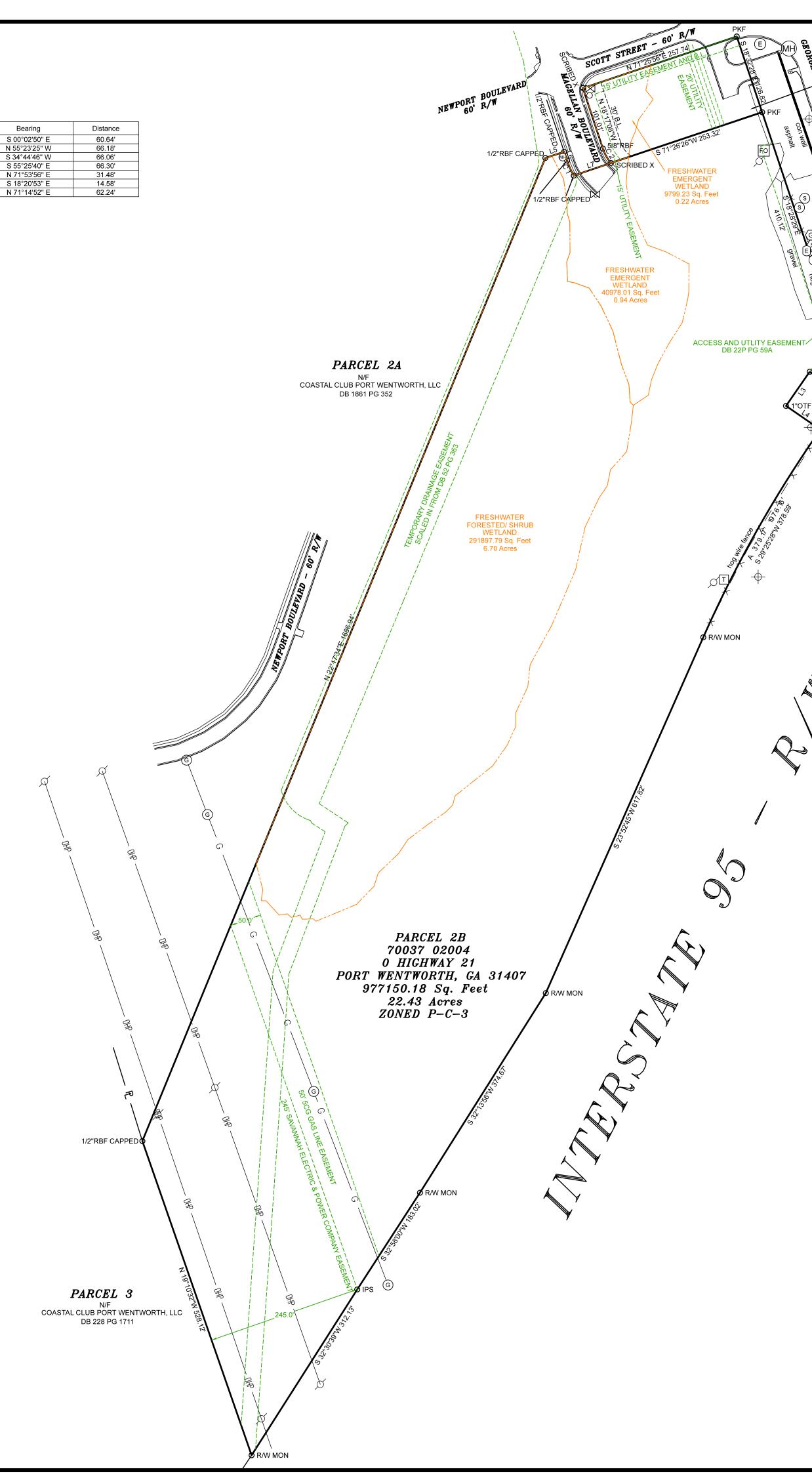
L1

L2 L3 L4



NOTES NOTES
 ALL IRON PINS SET ARE 1/2" REBAR UNLESS STATED OTHERWISE.
 SURVEY AND BEARING BASIS ESTABLISHED WITH GPS USING A NETWORK ADJUSTED REAL TIME KINEMATIC ROVER.
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS RELATIVE POSITIONAL ACCURACY OF +-0.03 FEET.
 THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 150,000 FEET.
 EQUIPMENT USED IN THIS SURVEY WAS A CARLSON MESA 2 DATA COLLECTOR AND A GEOMAX ZOOM 40 TOTAL STATION.
 FIELD WORK COMPLETED ON. JUNE 3, 2022 6. FIELD WORK COMPLETED ON JUNE 3, 2022.
 7. SETBACKS ARE SHOWN FROM COUNTY CODE INFORMATION. GARMON

LAND SURVEYING, LLC IS NOT LIABLE FOR ANY DISCREPANCIES.



	13.C.
PARCEL 9 70037 02015	LEGEND CON= CONCRETE IPF=IRON PIN FOUND P/L=PROPERTY LINE
PARCEL 9 70037 02015 0 MAGELLAN ROAD PORT WENTWORTH, GA 31407 32675.91 Sq. Feet 0.75 Acres ZONED P-C-3	P/L=PROPERTY LINE = GRATE INLET \swarrow = POWER POLE
32675.91 Sq. Feet 0.75 Acres ZONED P-C-3	(S) =SEWER MANHOLE
AUGUS	U =CAMERA POLE
AUGUSTA ROAD	FO=FIBER OPTIC BOX
`````````````````````````````````````	$\boxed{T} = TELEPHONE BOX$ $\boxed{E} = POWER MANHOLE$
	MH =STORM MANHOLE G =GAS POST M =FIRE HYDRANT
တိ block building	$\langle S \rangle = SUMP PUMP$ $\langle G \rangle = GENERATOR PUMP$
	WATER VALVE E =POWER METER
s	W) = WELL
PS CITY OF PORT WENTWORTH	
NO SALES INFO	
	SURVEYORS CERTIFICATION:
	This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are
	stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR
	REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia
	Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
	GEORG
	No. 3230 PROFESSIONAL
	THE SURVETOR
	CONY P GAR
	SURVEY FOR: SOUTHERN WOOD COMPANY LLC
	G.M.D.: DATE 8 B/18/2022 GARM N
0 100 200 300	DISTRICT: SCALE LAND SURVEYING
	SECTION:         1"=100'         1920 Railroad Street Statham Ga 30666           678-726-7582         678-726-7582

678-726-7582 garmonsurveying@gmail.com

JOB NO.

COUNTY: CHATHAM

