



**CITY OF PORT WENTWORTH**  
**CITY COUNCIL**  
**NOVEMBER 21, 2024**

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**Council Meeting Room**

**Regular Session**

**7:00 PM**

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

- 1. CALL MEETING TO ORDER**
- 2. PRAYER AND PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL - CLERK OF COUNCIL**
- 4. APPROVAL OF AGENDA**
- 5. RECOGNITION OF SPECIAL GUESTS**
  - A. Port Wentworth Gymnastics Team**
- 6. PUBLIC COMMENTS - REGISTERED SPEAKERS**
- 7. ELECTIONS & APPOINTMENTS**
- 8. ADOPTION OF MINUTES**
  - A. Regular Council Meeting Minutes - October 17, 2024**
- 9. COMMUNICATIONS & PETITIONS**
- 10. COMMITTEE REPORTS**
- 11. CONSENT AGENDA**
  - A. Chatham Fire Mutual Aid Agreement
  - B. Hwy 30 & Anchor Park Blvd Intersection Change Order No.
  - C. City Hall Expansion RFP
- 12. UNFINISHED BUSINESS**
  - A. Ethics Ordinance-2nd Reading
- 13. NEW BUSINESS**
  - A. Peter Schoenauer as Agent for Shayanam, LLC requests the approval of a General Site Plan for "Hilton LivSmart & Hilton Tru". PIN# 7-0037-02-017 located on Hospitality Lane in the 3rd Council District, zoned C-2.

- B. Phillip McCorkle as Agent for Ronald Royal and SPH 21, LLC, requests the approval of a General Site Plan for "Port Wentworth Commerce Center". PINs# 7-0975-01-01024, 7-0975-01-028, 7-0906-01-001B located off Highway 21 in the 1st Council District, zoned I-1.
- C. Fifth Amendment to the 2001 Water Service Agreement
- D. Port Wentworth Commercial Development Incentive Package
- E. Port Wentworth Memorandum of Understanding (MOU) for the "Port Collective"

**14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS**

- A. Budget Amendment For The Years Ending 6/30/2025-1st Reading
  - Public Hearing
- B. Amendment to the Nuisance Ordinance-1st Reading
  - Public Hearing
- C. Amend the City of Port Wentworth Zoning Ordinance-1st Reading
  - Public Hearing

**15. EXECUTIVE SESSION**

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

**16. ADJOURNMENT**



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

Meeting: 11/21/24  
Department: Fire Department  
Category: Agreement  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

DOC ID:

**Chatham Fire Mutual Aid Agreement**

**Issue/Item:** Chatham County Fire Mutual Aid Agreement

**Background:** This agreement was in place with this department when it fell under Chatham County Fire/EMS however it is now county ran which caused the agreement to undergo an update with the new entity name. Mutual Aid is a great resource to have in the case of a large-scale incident we can both give and receive assistance.

**Facts and Finding:** N/A

**Funding:** N/A

**Recommendation:** Approval

STATE OF GEORGIA                    )  
COUNTY OF CHATHAM                )

**AGREEMENT FOR FIRE SERVICE MUTUAL AID**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **CHATHAM COUNTY, GEORGIA** and **PORT WENTWORTH, GEORGIA**.

**WHEREAS**, the law of Georgia permits Mutual Aid Agreements between Municipal Fire Departments, Fire Protection Districts and Fire Protection Associations; and

**WHEREAS**, the law of Georgia permits Municipal Fire Departments and Fire Protection Districts to enter into contracts to provide mutual aid regarding emergency services; and

**WHEREAS**, this Agreement is entered into pursuant to the authority granted by the Official Code of Georgia Annotated (O.C.G.A.) Title 38, Chapter 3, Article 3, and O.C.G.A. Title 25, Chapter 6, which authorizes counties and cities to enter into mutual aid agreements for the provision of emergency services.

**WHEREAS**, the parties hereto are governmental entities and fire service organizations qualified under the law to secure to their respective geographical areas the benefits of mutual aid with each other in fire service equipment, personnel and other resources for the protection of life and property at the time of a significant emergency such as fires, emergency medical incidents, rescue incidents, hazardous material occurrences and natural disasters or at the time emergency services are given as a result of a request for assistance under certain circumstances; and

**WHEREAS**, there might arise in one of said fire service organization's jurisdictions an emergency of such proportion, or under such circumstances, as to require the assistance of other parties in controlling or managing such significant emergency; and

**WHEREAS**, there might arise in one of said fire service organization's jurisdictions an emergency requiring emergency services to which either the other fire service organization can make a more timely response or the fire service organization requires assistance in fulfilling its assigned coverage responsibilities as a result of a significant reduction of resources due to an on-going emergency response; and

**WHEREAS**, the parties hereto desire an agreement to aid each other at the time of a significant emergency and to aid each other at the time emergency services are given as a result of a request for assistance under certain circumstances or to provide automatic aid to each other; therefore: and

**IT IS MUTUALLY AGREED**, for and in consideration of the mutual agreements between the parties hereto, that:

## **I. PURPOSE**

The purpose of this Agreement is to establish a framework for the mutual provision of aid and assistance between the Parties in the event of disasters, emergencies, and other related incidents that require additional resources beyond the capabilities of either Party.

## **II. SCOPE**

1. The Parties agree to provide mutual aid and assistance to each other in accordance with the terms and conditions of this Agreement.
2. The types of assistance to be provided may include, but are not limited to, fire suppression, rescue operations, hazardous materials response, and emergency medical services.
3. Requests for mutual aid and assistance shall be made through the agency's respective communication center.

## **III. TERMS AND CONDITIONS**

1. Each Party shall designate a representative to serve as a point of contact for the coordination of mutual aid and assistance.
2. The Agreement shall be effective for a term of five (5) years from the date of execution and may be renewed for additional terms upon mutual agreement of the Parties.
3. This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party.
4. The requesting Party shall not be obligated to reimburse the assisting Party for any costs incurred in providing assistance, unless mutually agreed upon by both Parties.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

## **IV. INDEMINITY**

1. Each Party shall be responsible for the payment of its own personnel participating in the provision of mutual aid and assistance under this Agreement. Neither Party shall be liable for the payment of compensation, benefits, or other expenses of the other Party's personnel, except as otherwise agreed upon in writing.
2. Each Party shall be responsible for the actions and safety of its own personnel participating in the provision of mutual aid and assistance under this Agreement. Each Party agrees to indemnify and hold harmless the other Party from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the actions of its personnel, except to the extent caused by the gross negligence or willful misconduct of the other Party.
3. Each Party shall be responsible for the maintenance, repair, and replacement of its own equipment and apparatus used in the provision of mutual aid and assistance under this Agreement. Neither Party shall be liable for any damage to the other Party's

equipment or apparatus, except to the extent caused by the gross negligence or willful misconduct of the other Party.

## V. DEFINITIONS

1. Mutual aid is assistance that is dispatched, upon request, by the responding fire department. Usually, it is requested upon arrival at the scene.
2. Recognition of Mutual Aid:
  - A. The assistance must be prearranged and according to a response plan.
  - B. The aid must be dispatched to reported structure fires upon request.
  - C. The aid must be provided 24 hours a day, 365 days a year.
  - D. The assistance may be fire department companies — including apparatus and firefighters — or only firefighters.
  - E. For fireground communications, the communities will utilize common dispatch and tactical radio frequency capability and standard operating procedures.

## VI. REFERENCES

1. Official Code of Georgia Annotated (O.C.G.A.) Title 38, Chapter 3, Article 3 - Georgia Emergency Management Act of 1981
2. Official Code of Georgia Annotated (O.C.G.A.) Title 25, Chapter 6, Mutual Aid Resources Pacts

## VII. PERIODIC REVIEW

This Agreement shall be reviewed annually by the Parties to ensure its continued effectiveness and compliance with applicable laws and regulations. Any amendments or modifications to this Agreement shall be made in writing and shall be signed by authorized representatives of both Parties.

## VIII. FURTHER CONSIDERATION

1. Upon request for mutual aid assistance the requested fire service organization will send units, equipment, personnel and other resources to any point within the requesting fire service organization fire service jurisdiction; provided, however, that response is to be **given** only when the fire department called on for mutual aid, in the judgment of its fire chief, or such chief's designee, can reasonably furnish such assistance without unreasonably imperiling the safety of the citizens served by the fire service organization called upon for mutual aid.

2. The parties agree not to call for mutual aid unless significant emergency circumstances exist wherein the requesting party's resources have been significantly reduced by emergency responses. The parties do not enter into this Agreement for the purpose of a reduction of staffing by either party.

3. The incident commander in charge of a response shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.

4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a. Any request for mutual aid shall include either a statement of the significant emergency circumstances and the requested resources and shall specify the location for response or a statement of the circumstances allowing the mutual assistance provided for by this Agreement.

b. The parties agree to operate and coordinate the emergency incident within the organizational framework of the Emergency Incident Command System as adopted by the Georgia Standards and Training Council.

c. The responding operational departments shall be under the immediate supervision of the person designated by the responding department.

d. A responding department shall be released by the department that requested mutual aid when, in the judgment of the incident commander, the services of the responding department are no longer required.

e. Each party owes its primary allegiance and fire services to its own citizens. Therefore, a responding party's units and resources may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding party to render services within its own jurisdiction.

5. Each party in consideration of the mutual covenants herein does waive any and all claims against the other party for damages or compensation for loss, damage, personal injury, death, or any other claim arising as a consequence of performance of services pursuant to the terms of this Agreement and neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to either the rendering or the acceptance of equipment or staffing pursuant to the terms of this Agreement.

6. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.

7. Unless renewed by the parties within ninety (90) days prior to its termination date, this Agreement will terminate five years from the date the Agreement was entered into or, if renewed,

five years from the date of the Agreement's most recent renewal. A party may cancel this Agreement at any time, provided a ninety (90) day advance written notice is mailed or delivered to the other party.

8. The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.

9. The parties may review the provisions of this Agreement every ninety (90) days to determine whether to negotiate an amendment to such Agreement.

**[Signatures Appear on Following Page(s) ]**

**IN WITNESS WHEREOF**, Parties have executed this Mutual Aid Agreement by causing their names to be hereunto subscribed by their duly authorized officers and by causing their official seal to be impressed hereon, all being done as of the day and year first above written.

**CHATHAM COUNTY, GEORGIA**

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Chester A. Ellis, Chairman  
Board of Commissioners for Chatham County

Attest: \_\_\_\_\_  
Janice E. Bocook, County Clerk  
Chatham County Commissioners

**CITY OF PORT WENTWORTH**

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Gary Norton, Mayor

Attest: \_\_\_\_\_



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

Meeting: 11/21/24  
Department: Administration  
Category: Agreement  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

**DOC ID:**

**Hwy 30 & Anchor Park Blvd Intersection Change Order No.**

**Issue/Item:** Hwy 30 & Anchor Park Blvd Intersection Change Order No. in the amount of \$ to Sikes Brothers, Inc.

**Background:** Improvements to the intersection of Highway 30 and Anchor Park Blvd. would provide access to our new fire station and Anchor Park, creating connectivity between Highway 30 and Meinhard Rd.

**Facts and Finding:** The Change Order No.? in the amount of \$ Kevin Smith with Thomas & Hutton Engineering has reviewed the quantities and recommends approving the net change order No. in the amount of \$

**Funding:** Budgeted Line Item

**Recommendation:** Approval



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

Meeting: 11/21/24  
Department: Administration  
Category: Agreement  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

**DOC ID:**

**City Hall Expansion RFP**

**Issue/Item:** Contractor to provide construction services for the City Hall Expansion project in Port Wentworth.

**Background:** The city of Port Wentworth leadership is excited to bring new growth and an opportunity to spotlight the City throughout the region. By expanding the current City Hall building, the City is able to provide a space for the employees to conduct business in a consolidated space. The proposed City Hall Expansion will have the ability to consolidate all administrative offices under one roof. The City Hall Expansion will accommodate Finance, Human Resources, Development Services, Economic Development, Legislative and Executive staff. This proposal is based on the public bid process from schematic drawings put together for the City of Port Wentworth.

**Facts and Finding:** Contractor submitted a competitive bid based off the schematic drawings presented. After a tedious review process, Contractor was selected as the best fit to complete the City Hall Expansion project. Blank company has been vetted and is insured as required. Contractor will oversee all avenues of the City Hall Expansion project, to include all sub-contractors selected and or used.

**Funding:** TBD

**Recommendation:** Approval



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

Meeting: 11/21/24  
Department: Administration  
Category: Ordinance  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

**DOC ID:**

**Ethics Ordinance-2nd Reading**

**Issue/Item:** The City is renewing its status as a Certified City of Ethics.

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

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

**Funding:** N/A

**Recommendation:** Approval

**City of Port Wentworth**

**State of Georgia**

**ORDINANCE No. \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

Create an environment of honesty, openness and integrity.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED:

Section 1.

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

**“Art. VI, Sec. 1 - PURPOSE**

The purpose of this code of ethics is to:

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

**Art. VI, Sec. 2 - SCOPE**

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

**Art. VI, Sec. 3 - DEFINITIONS**

Solely for the purpose of this code of ethics:

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

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

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

**Art. VI, Sec. 4 - PROHIBITIONS**

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

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

**Art. VI, Sec. 5 - CONFLICT OF INTEREST**

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

in which the official has a substantial interest.

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

**Art. VI, Sec. 6 – JURISDICTION OF COMPLAINTS**

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

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

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

**Art. VI, Sec. 8 - PENALTY**

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

**Art. VI, Sec. 9 - RIGHT TO APPEAL**

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

Section 2.

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

Section 3.

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

Section 4.

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

ORDAINED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Gary Norton, Hon.  
Mayor, City of Port Wentworth

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



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

Meeting: 11/21/24  
Department: Development Services  
Category: Ordinance  
Prepared By: Katie Dunnigan  
Department Head: Katie Dunnigan

**SCHEDULED**

**AGENDA ITEM (ID )**

DOC ID:

**Peter Schoenauer as Agent for Shayanam, LLC requests the approval of a General Site Plan for "Hilton LivSmart & Hilton Tru". PIN# 7-0037-02-017 located on Hospitality Lane in the 3rd Council District, zoned C-2.**

**Issue/Item:** Peter Schoenauer as Agent for Shayanam, LLC requests the approval of a General Site Plan for "Hilton LivSmart & Hilton Tru". PIN# 7-0037-02-017 located on Hospitality Lane in the 3rd Council District, zoned C-2.

**Background:** - The applicant proposes to develop two hotel buildings and associated site features.  
- The property is within the C-2 zoning district, in which hotels are a permitted use.  
- Adjacent property use to the north of the parcel is a Home2 Suites hotel.  
- Pursuant to The Code of the City of Port Wentworth Georgia, Zoning Ordinances, Section 13.20: *"After review and recommendation by the Planning Commission, the City Council shall act upon all concept plans...required in Table 13.20."*

**Facts and Finding:** - A requisite community meeting was held for this project on July 23, 2024. No community input was received.  
- Adjacent zoning to the north, east, and south of the proposed development is C-2, adjacent zoning to the east is R-4 (Newport subdivision).  
- In addition to the required 35' buffer, the adjacent residential properties are separated from this project by a 245' GA Power easement and a 50' SGC gas line easement.  
- The proposed hotels will have a combined total of approximately 227 guest rooms.  
- 1.23 acres fronting Magellan Boulevard will be left undeveloped for future commercial use.

**Suggested Action:**  
The submitted General Site Plan has been reviewed by Staff for compliance and conforms to the City of Port Wentworth Zoning Ordinances.  
At the November 12, 2024 meeting, the Planning Commission voted to recommend approval of this site plan.

**Funding:**

**Recommendation:** Approval



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

**Site Plan Review Application**

Site Plan Type (Check One):  General / Concept       Specific Development  
Site Plan Address: 32 HOSPITALITY LANE  
PIN #(s): 70037 02017  
Zoning: C-2      Estimated Cost of Construction: \$ 12,000,000  
Type of Construction: WOOD FRAME  
Project Name: HILTON PROJECT 3, HILTON TRY

Applicant's Name: Peter Schoenauer  
Mailing Address: 200 Plantation Chase  
St. Simons Island, GA 31522  
Phone #: 912 268 2164      Email: pote@tidewatereng.com

Owner's Name (if Different from Applicant): PSM 2021, LLC  
Mailing Address: 4679 US Hwy 17  
Richmond Hill, GA 31324  
Phone #: 912 572-5328      Email: patel.jitan@gmail.com

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

Peter Schoenauer  
Applicant's Signature

7.25.24  
Date

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

07/25/24  
Date

Please see page 2 for required submittal checklist

**Site Plan Review Application Submittal Checklist**

Documentation below is required for a complete submittal.

- Signed and Completed Application
- 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- 3 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- NA  2 copies of hydrology reports (if applicable)
- Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- 1 8 1/2" X 11" of site plan civil drawings or concept plan (depending on type of site plan)
- PDF of entire submittal on a flash drive or download link ONLY (NO CD'S)
- Other Engineering details or reports may be required once submittal has been received.
- If property owner and applicant are not the same, Authorization of Property Owner form.
- Site plan review fee check (Please refer to the "Business User Fee Schedule" for the current year.)
  - Concept / General - Site Plan Fee + Admin Fee = Total
  - Specific - Site Plan Fee + Admin Fee = Total

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

I have read and agree to the above additional fee statement

Pet Schum  
Applicant's Signature

7-25-24  
Date

1311 EUCLID LLC  
1128 24TH ST  
SANTA MONICA, CA 90403

3681 FIFTH AVENUE LLC & 3687 FIFTH /  
1018 GUILDFORD CT  
ENCINITAS, CA 92024

53 BEARING CIRCLE LLC  
P O BOX 15516  
SAVANNAH, GA 31416

AVALON COVE INVESTMENTS LLC  
120 COMMERCE CT  
POOLER, GA 31322

BARRETT SCOTT J  
418 LIONS DEN DR  
POOLER, GA 31322

BEARING 59 LLC  
515 LEE BLVD  
SAVANNAH, GA 31405

BHATT KETAN H  
44 CORDAGE CIRCLE  
PORT WENTWORTH, GA 31407

BIGHAM & OWENS KENNETH & SHANTE  
37 CORDAGE CIR  
PT WENTWORTH, GA 31407

BRIGHTON BLUFF INVESTMENTS LLC  
120 COMMERCE CT  
POOLER, GA 31322

CAPERS SHANTEEN  
3 HALYARD DR  
PT WENTWORTH, GA 31407

CAPITAL AVENUE INVESTMENTS LLC  
120 COMMERCE CT  
POOLER, GA 31322

COASTAL CLUB PORT WENTWORTH, LI  
1031 WEST MORSE BLVD  
STE 240  
WINTER PARK, FL 32789

COLLINS FREDDIE L II  
47 CORDAGE CIR  
PORT WENTWORTH, GA 31407

CONNER CHARLES H SR  
130 JIM WATERS RD  
STATESBORO, GA 30458

CONYERS SHEILA WILCOX  
59 D BEARING CIR  
PORT WENTWORTH, GA 31407

COOK TIFFANY R  
91 BEARING CIR  
PT WENTWORTH, GA 31407

COVE AT NEWPORT CONDOMINIUM, AS  
7160 HODGSON MEMORIAL DR.  
STE 101  
SAVANNAH, GA 31406

COVE AT NEWPORT CONDOMINIUM, AS  
7160 HODGSON MEMORIAL DR  
STE 101  
SAVANNAH, GA 31406

COVE AT NEWPORT TOWNHOME ASSC  
100 COMMERCE CT  
POOLER, GA 31322

CRAMER JEFFREY WALLIS  
55 BEARING CIRCLE  
PORT WENTWORTH, GA 31407

CUMMINGS ALICIA  
93 BEARING CIRCLE  
PORT WENTWORTH, GA 31407

DAO CUONG C  
210 FISH HAWK LN  
SAVANNAH, GA 31410

DAVIS NORMAN E JR & EVELYN\*  
139 COBBLETON DR  
RINCON, GA 31326

DEMPSEY DYNESHA D  
52 BEARING CIRCLE  
PORT WENTWORTH, GA 31407

DERRINGER HOLLY C  
4 HALYARD DR  
PORT WENTWORTH, GA 31407

DILLARD PARK INVESTMENTS LLC  
120 COMMERCE CT  
POOLER, GA 31322

DOUBLE REVERSE, LLC  
250 N. ORANGE AVENUE  
SUITE 1500  
ORLANDO, FL 32801

EDEN LAKE INVESTMENTS LLC  
120 COMMERCE CT  
POOLER, GA 31322

ELLIOTT BRENDAN  
23 DEERWOOD RD  
SAVANNAH, GA 31410

FIGARO ASNEL  
45 CORDAGE CIRCLE  
PORT WENTWORTH, GA 31407

FISHER ISLE INVESTMENTS LLC  
120 COMMERCE CT  
POOLER, GA 31322

FLOWERS DETROIT, SALIM ZUENA MOH  
95 BEARING CIRCLE  
PORT WENTWORTH, GA 31407

GARNETT RIDGE INVESTMENTS LLC  
120 COMMERCE CT  
POOLER, GA 31322

GIST JONATHAN  
58 BEARING CIRCLE  
PORT WENTWORTH, GA 31407

GORDON KAYLA  
89 BEARING CIR  
PORT WENTWORTH, GA 31407

GREAT AMERICAN RV STORAGE OF PC  
2248 MERIDIAN BOULEVARD  
SUITE H  
MINDEN, NV 89423

HARDEE GROVE INVESTMENTS LLC  
120 COMMERCE CT  
POOLER, GA 31322

HARVEY AIKEN DISHON G  
43 CORDAGE CIRCLE  
PORT WENTWORTH, GA 31407

HARVEY HORACE & BRIAN T.  
59 A BEARING CIRCLE  
PORT WENTWORTH, GA 31407

HENKEL SASA  
305 E 53RD STREET  
SAVANNAH, GA 31405

HOGAN ELIZABETH J.  
6 HALYARD DRIVE  
PORT WENTWORTH, GA 31407

JOHN P MITCHELL, DUFFEY TEBREA  
54 BEARING CIRCLE  
PORT WENTWORTH, GA 31407

LANE ROLONIA  
100 S EFFINGHAM PLANTATION DR  
GUYTON, GA 31312

MCCOY TERRY & RUBY JANIE\*  
35 CORDAGE CIRCLE  
PORT WENTWORTH, GA 31407

MOODY FARMS, LLC  
256 TOPI TRAIL  
HINESVILLE, GA 31313

MORGAN CHRISTOPHER D.  
58 BEARING CIRCLE, UNIT D  
PORT WENTWORTH, GA 31407

ONEAL KAREN  
48 CORDAGE CIR  
PORT WENTWORTH, GA 31407

PICKETT CHRISTOPHER A & ANGEL L\*  
46 CORDAGE CIRCLE  
PT WENTWORTH, GA 31407

PINTILIE CALIN  
606 LEMON DR  
ARLINGTON, TX 76018

PRIESTER DAVID  
1 HALYARD DR  
PORT WENTWORTH, GA 31407

PSM2021, LLC  
3758 US 17  
RICHMOND HILL, GA 31324

PW HOTEL, LLC  
117 POST HOUSE TRAIL  
POOLER, GA 31322

RANGEL, III ERNEST  
123 FOUR OAKS CT  
RINCON, GA 31326

REALTY INVESTORS US LLC  
105 HILLSIDE DR  
RINCON, GA 31326

RNJ INVESTMENTS LLC  
7640 ABERCORN ST  
SAVANNAH, GA 31406

RNJ INVESTMENTS LLC  
7640 ABERCORN STREET  
SAVANNAH, GA 31406

RODAS DELFIA  
2 BINNACLE LN  
PORT WENTWORTH, GA 31407

SAMS MONICA G., SAMS GLENN D.\*  
33 CORDAGE CIRCLE  
PORT WENTWORTH, GA 31407

SANCHEZ MARGARITA  
PO BOX 4314  
SAVANNAH, GA 31407

SHAYANAM, LLC  
ATTN: HEMLATA PATEL, MANAGER  
3758 US 17  
RICHMOND HILL, GA 31324

SILVA CARLOS N., GAMEZ CASTILLO LI:  
41 CORDAGE CIRCLE  
PORT WENTWORTH, GA 31407

SOUTHERN WOOD COMPANY, LLC  
118 PIPEMAKERS CIRCLE, SUITE 100  
POOLER, GA 31322

SPENCER BEULAH  
146 CROSSING CIR  
RINCON, GA 31326

TAGLIA MATTHEW TOWERY, & WAARA P  
1404 TUGALOO DRIVE  
ATLANTA, GA 30319

VOISINE HOME RENTALS, LLC  
275 N TOPI TRL  
HINESVILLE, GA 31313

WILLIAMS, JR. MICHAEL A.  
21 WYNDY COURT  
POOLER, GA 31322

























Architectural Finish, Fixture & Equipment Specifications Package A



Project Name: LivSmart Studios by Hilton
Scheme: Matcha
Issue Date: March 2024
Revisions:
Item Number: EX-01
Item Name: EIFS Wall Cladding (1) @ Exterior Building Walls
Area Name: Exterior

Manufacturer: Dryvit Systems, Inc.
Address: 828 Lebanon Street, Monroe, OH 45050
Phone: (734)243-9301
Contact: Robert Dazelo
E-mail: bob.dazel@dryvit.com
Web:
Manufacturer: Master Wall, Inc.
Address: 6975 Flat Rock Road, Midland, GA 31820
Phone: (973) 768-5347
Contact: Brian Conroy
E-mail: brianconroy@masterwall.com
Web:
Manufacturer: Sto
Address: 3800 Camp Creek Parkway SW, Building 1400, Suite 120, Atlanta, GA 30331
Phone: (616) 437-2230
Contact: Ray Redmond
E-mail: Rredmond@stocorp.com
Web: Rredmond@stocorp.com

Manufacturer: Dryvit Systems, Inc.
Product: Outsulation Plus MD
Color/Finish: Benjamin Moore AC-25 Harbor Gray/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Manufacturer: Master Wall, Inc.
Product: Rollershade Drainage CIFS
Color/Finish: Benjamin Moore AC-25 Harbor Gray/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Manufacturer: Sto
Product: StoTherm ci
Color/Finish: Benjamin Moore AC-25 Harbor Gray/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Notes: Must have high performance pigments for color retention and fade resistance
Finish sample required

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

- Instructions:
All quantities to be verified by installer prior to purchasing.
Must be of contract quality and suitable for commercial use.
All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
All interpretations of these specifications MUST be submitted to Hilton for final approval prior to purchasing or implementation of any material.

Architectural Finish, Fixture & Equipment Specifications Package A



Project Name: LivSmart Studios by Hilton
Scheme: Matcha
Issue Date: March 2024
Revisions:
Item Number: EX-02
Item Name: EIFS Wall Cladding (2) @ Exterior Building Walls
Area Name: Exterior

Manufacturer: Dryvit Systems, Inc.
Address: 828 Lebanon Street, Monroe, OH 45050
Phone: (734)243-9301
Contact: Robert Dazelo
E-mail: bob.dazel@dryvit.com
Web:
Manufacturer: Master Wall, Inc.
Address: 6975 Flat Rock Road, Midland, GA 31820
Phone: (973) 768-5347
Contact: Brian Conroy
E-mail: brianconroy@masterwall.com
Web:
Manufacturer: Sto
Address: 3800 Camp Creek Parkway SW, Building 1400, Suite 120, Atlanta, GA 30331
Phone: (616) 437-2230
Contact: Ray Redmond
E-mail: Rredmond@stocorp.com
Web: Rredmond@stocorp.com

Manufacturer: Dryvit Systems, Inc.
Product: Outsulation Plus MD
Color/Finish: Benjamin Moore CW-695 Lamplblack/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Manufacturer: Master Wall, Inc.
Product: Rollershade Drainage CIFS
Color/Finish: Benjamin Moore CW-695 Lamplblack/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Manufacturer: Sto
Product: StoTherm ci
Color/Finish: Benjamin Moore CW-695 Lamplblack/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Notes: Must have high performance pigments for color retention and fade resistance
Finish sample required

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

- Instructions:
All quantities to be verified by installer prior to purchasing.
Must be of contract quality and suitable for commercial use.
All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
All interpretations of these specifications MUST be submitted to Hilton for final approval prior to purchasing or implementation of any material.

Architectural Finish, Fixture & Equipment Specifications Package A



Project Name: LivSmart Studios by Hilton
Scheme: Matcha
Issue Date: March 2024
Revisions:
Item Number: EX-03
Item Name: EIFS Wall Cladding (3) @ Exterior Building Walls
Area Name: Exterior

Manufacturer: Dryvit Systems, Inc.
Address: 828 Lebanon Street, Monroe, OH 45050
Phone: (734)243-9301
Contact: Robert Dazelo
E-mail: bob.dazel@dryvit.com
Web:
Manufacturer: Master Wall, Inc.
Address: 6975 Flat Rock Road, Midland, GA 31820
Phone: (973) 768-5347
Contact: Brian Conroy
E-mail: brianconroy@masterwall.com
Web:
Manufacturer: Sto
Address: 3800 Camp Creek Parkway SW, Building 1400, Suite 120, Atlanta, GA 30331
Phone: (616) 437-2230
Contact: Ray Redmond
E-mail: Rredmond@stocorp.com
Web: Rredmond@stocorp.com

Manufacturer: Dryvit Systems, Inc.
Product: Outsulation Plus MD
Color/Finish: Benjamin Moore 2128-10 Black Beauty/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Manufacturer: Master Wall, Inc.
Product: Rollershade Drainage CIFS
Color/Finish: Benjamin Moore 2128-10 Black Beauty/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Manufacturer: Sto
Product: StoTherm ci
Color/Finish: Benjamin Moore 2128-10 Black Beauty/ Medium Sand Finish
Size/Dimensions: Refer to architectural drawings for locations

Notes: Must have high performance pigments for color retention and fade resistance
Primer required
Finish sample required

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

- Instructions:
All quantities to be verified by installer prior to purchasing.
Must be of contract quality and suitable for commercial use.
All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
All interpretations of these specifications MUST be submitted to Hilton for final approval prior to purchasing or implementation of any material.

Architectural Finish, Fixture & Equipment Specifications Package A



Project Name: LivSmart Studios by Hilton
Scheme: Matcha
Issue Date: March 2024
Revisions:
Item Number: REQUIRED VENDOR EX-04
Item Name: Accent EIFS Wall Cladding @ Exterior Building Walls
Area Name: Exterior

Manufacturer: Dryvit Systems, Inc.
Address: 828 Lebanon Street, Monroe, OH 45050
Phone: (734)243-9301
Contact: Robert Dazelo
E-mail: bob.dazel@dryvit.com
Web:
Manufacturer: Master Wall, Inc.
Address: 6975 Flat Rock Road, Midland, GA 31820
Phone: (973) 768-5347
Contact: Brian Conroy
E-mail: brianconroy@masterwall.com
Web:
Manufacturer: Benjamin Moore
Address: 101 Paragon Dr., Montvale, NJ 07645
Phone: 201.949.6232
Contact: Bethannie Weinhovitz
E-mail: Bethannie.Weinhovitz@Benjaminmoore.com
Web: www.benjaminmoore.com

Manufacturer: Dryvit Systems, Inc.
Product: Dryvit "Woodgrain" Architectural Coating
Color/Finish: Saddle 877
Size/Dimensions: Refer to architectural drawings for locations

1/2" x 1/2" V-groove joints at 5.5" O.C.
Manufacturer: Master Wall, Inc.
Product: CIFS - Woodgrain
Color/Finish: CLR 34090 / CLR 33545
Size/Dimensions: Refer to architectural drawings for locations

1/2" x 1/2" V-groove joints at 5.5" O.C.
Manufacturer: Sto
Product: StoCast Wood
Color/Finish: VT23208
Size/Dimensions: Refer to architectural drawings for locations

Notes: Must have high performance pigments for color retention and fade resistance
Finish sample required

Manufacturer to confirm the Product meets Hilton Design and Construction Standards.

- Instructions:
All quantities to be verified by installer prior to purchasing.
Must be of contract quality and suitable for commercial use.
All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
All interpretations of these specifications MUST be submitted to Hilton for final approval prior to purchasing or implementation of any material.

Architectural Finish, Fixture & Equipment Specifications Package A



Project Name: LivSmart Studios by Hilton
Scheme: Matcha
Issue Date: March 2024
Revisions:
Item Number: EX-05
Item Name: Accent Paint @ Exterior Trim/Details
Area Name: Exterior

Manufacturer: Benjamin Moore
Address: 101 Paragon Dr., Montvale, NJ 07645
Phone: 201.949.6232
Contact: Bethannie Weinhovitz
E-mail: Bethannie.Weinhovitz@Benjaminmoore.com
Web: www.benjaminmoore.com

Product: Grand Entrance Waterborne Alkyd
Color: 2128-10 Black Beauty
Size/Dimensions: Refer to Architectural Drawing Set for locations

Notes: Must have Anti-Fade Finish.

Unless Using A Specified Manufacturer, The Following Required Item(s) for Approval Prior to Fabrication:
Finish Sample

- Instructions:
Painter required to use 1 coat primer 2 coats paint minimum.
It is the responsibility of the owner to interpret these specifications for each property.
All interpretations of these specifications MUST be submitted to Hilton for final approval prior to purchasing or implementation of any material.
All paints to be low VOC.
All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
Refer to architectural drawings for detail & location.
Must be of contract quality and suitable for commercial use.
All quantities to be verified by installer prior to purchasing.

Architectural Finish, Fixture & Equipment Specifications Package A



Project Name: LivSmart Studios by Hilton
Scheme: Matcha
Issue Date: March 2024
Revisions:
Item Number: EX-06
Item Name: High Pressure Laminate Panel @ Exterior
Area Name: Exterior

Manufacturer: Trespa International
Address: Watering 20, 6002 SM, P.O. Box 110,6000 AC, Weert, The Netherlands
Phone: 416.938.4031
Contact: Linda Fogazzi
E-mail: linda@ats-sales.ca
Web: www.trespa.com

Product: Meteon - Lumen
Color: L90.0.0 Metropolis Black
Thickness: 8mm
Size/Dimensions: Refer to Architectural Drawing Set for locations

Notes: Must have Anti-Fade Finish.

Unless Using A Specified Manufacturer, The Following Required Item(s) for Approval Prior to Fabrication:
FINISH SAMPLE

- Instructions:
All quantities to be verified by installer prior to purchasing.
Must be of contract quality and suitable for commercial use.
All materials and methods of construction must comply with all local fire and life safety codes for use in hotels and other public spaces, and Brand Standards.
All interpretations of these specifications MUST be submitted to Hilton for final approval prior to purchasing or implementation of any material.

LivSmart BY HILTON
PORT WENTWORTH SAVANNAH L-95 N, 24-021NDD | FACILITY #61960
DESIGN CONSULTANTS
DESIGN SOLUTIONS
OWNER: MR. JITAN PATEL
3758 U.S. 17, RICHMOND HILL, GEORGIA, 31324
REVISION # DATE REMARKS
DATE ISSUED TO ISSUED FOR
07-22-2024 OWNER PRELIMINARY DESIGN
PROJECT ADDRESS: LivSmart BY HILTON, PARCEL B & D, HOSPITALITY LANE, PORT WENTWORTH, GEORGIA
LAYOUT: EXTERIOR FINISH MATERIAL
PAPER SIZE: 30x42 (ARCH E1)
SCALE: AS NOTED
SHEET NUMBER: A2.03





11/05/24

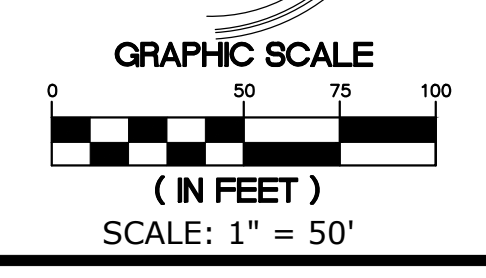
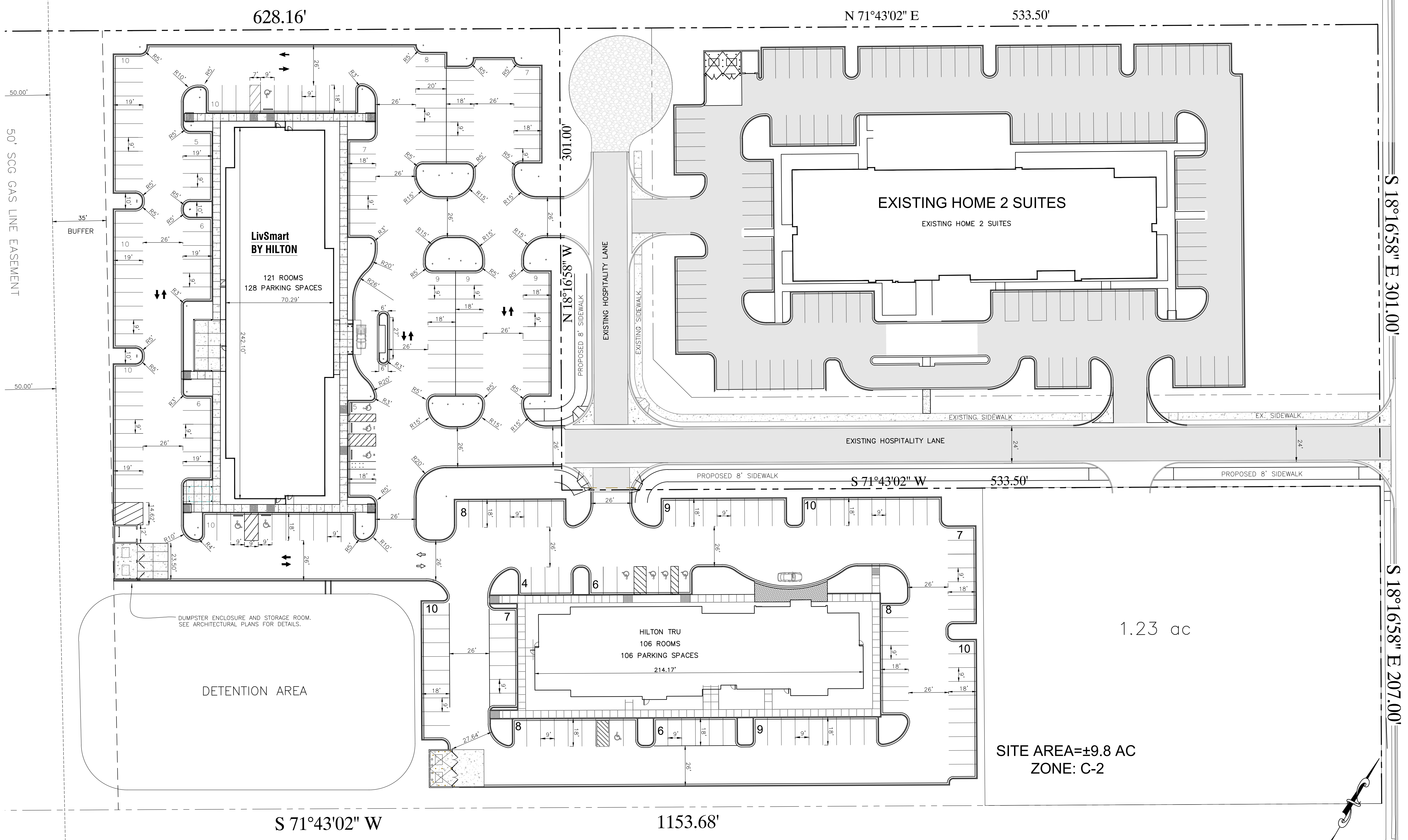
**TIDEWATER ENGINEERING, INC.**  
 200 PLANTATION CHASE  
 ST. SIMONS ISLAND, GEORGIA 31522  
 PHONE: (912) 268-2164 email: info@tidewatereng.com

REV.	DATE:	DESCRIPTION

**CONCEPTUAL SITE PLAN**  
 HILTON HOTELS  
 HOSPITALITY LANE  
 PORT WENTWORTH, GA  
**CONCEPTUAL SITE PLAN**

DRAWN: pss  
 APPROVED: pss  
 DATE:  
 PROJ#: 24-038  
 SCALE: AS SHOWN

SHEET  
**1 OF 22**





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

Meeting: 11/21/24  
Department: Development Services  
Category: Ordinance  
Prepared By: Katie Dunnigan  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

DOC ID:

**Phillip McCorkle as Agent for Ronald Royal and SPH 21, LLC, requests the approval of a General Site Plan for "Port Wentworth Commerce Center". PINs# 7-0975-01-01024, 7-0975-01-028, 7-0906-01-001B located off Highway 21 in the 1st Council District, zoned I-1.**

**Issue/Item:** Phillip McCorkle as Agent for Ronald Royal and SPH 21, LLC, requests the approval of a General Site Plan for "Port Wentworth Commerce Center". PINs# 7-0975-01-01024, 7-0975-01-028, 7-0906-01-001B located off Highway 21 in the 1st Council District, zoned I-1.

**Background:** - The applicant proposes to develop 3 warehouses equaling approximately 1,116,00 square ft. situation on 82.3 acres  
- The site is within the I-1 zoning district. Adjacent properties are R-1 to the north, I-1 to the west, and I-1 and C-2 to the south.  
- The applicant believes the number of parking spaces may exceed that allowed by Section 8.40 of the City of Port Wentworth Zoning Ordinances  
- Section 8.20 C of the Port Wentworth Zoning Ordinances provides that City Council may grant modification to parking requirements.  
- Pursuant to The Code of the City of Port Wentworth Georgia, Zoning Ordinances, Section 13.20: *"After review and recommendation by the Planning Commission, the City Council shall act upon all concept plans...required in Table 13.20."*

**Facts and Finding:** - Requisite community meetings were held for this project on September 24, 2024 and September 30, 2024. No community input was received.  
- The design of the site provides significant natural vegetative buffering to provide visual screening to the north and east. The applicant is considering multiple options to bolster the 100' buffer along Jeffers Road to ensure maximum screening.  
- Truck courts are located to the interior of the site.  
- The site plan shows a site total of 563 employee parking spaces and 198 trailer parking spaces. The applicant believes that this will exceed the 1 space per employee or 1 space per 5,000 GFA plus 10% as allowed by Section 8 of the City of Port Wentworth Zoning Ordinances.  
- The applicant's petition cites a need for 1 space per 2,000 GFA to attract tenants. This addition of impermeable surface is mitigated by the abundance of retained forested area.

**Suggested Action:**  
The submitted General Site Plan has been reviewed by Staff for compliance and conforms to the City of Port Wentworth Zoning Ordinances. Staff supports the petition for a modification to the required number of parking spaces.  
At the November 12, 2024 meeting, the Planning Commission voted to recommend approval of the general site plan, with the petitioned modification to maximum allowed parking spaces.

**Funding:**

**Recommendation:**

RECEIVED  
OCT 03 2024  
BY: \_\_\_\_\_

RECEIVED  
BY: \_\_\_\_\_

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

**Site Plan Review Application**

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

Site Plan Address: 6510 Hwy 21 Port Wentworth GA 31407

PIN #(s): 70975 01024

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

Type of Construction: II B

Project Name: Port Wentworth Commerce Center

Applicant's Name: Phillip R. McCorkle

Mailing Address: 319 Tattnall Street, Savannah, Georgia 31401


Phone #: 912-232-7416 Email: prm@mccorklejohnson.com

Owner's Name (if Different form Applicant): Ronald Royal

Mailing Address: 6510 Hwy 21 Port Wentworth GA 31407

Phone #:                      Email:                     

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

  
Applicant's Signature

9/30/24  
Date

\_\_\_\_\_  
Owner's Signature (if Different form Applicant)

\_\_\_\_\_  
Date

**Please see page 2 for required submittal checklist**


**Site Plan Review Application Submittal Checklist**

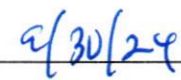
Documentation below is required for a complete submittal.

- Signed and Completed Application
- 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- 3 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- 2 copies of hydrology reports (if applicable)
- Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- 1 8 1/2" X 11" of site plan civil drawings or concept plan (depending on type of site plan)
- PDF of entire submittal on a flash drive or download link ONLY (NO CD'S)
- Other Engineering details or reports may be required once submittal has been received.
- If property owner and applicant are not the same, Authorization of Property Owner form.
- Site plan review fee check
  - o Concept / General - \$300.00 Site Plan Fee + \$75.00 Admin Fee = Total \$375.00
  - o Specific - \$1000.00 Site Plan Fee + \$75.00 Admin Fee = Total \$1075.00

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

I have read and agree to the above additional fee statement

  
\_\_\_\_\_  
Applicant's Signature

  
\_\_\_\_\_  
Date

**AUTHORIZATION OF PROPERTY OWNER**

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 <sup>concept plan approval</sup> variance or for the rezoning of this property.

Name of Applicant: Ronald A. Royal

Address: 6510 Highway 21, Port Wentworth, Georgia 31407

Telephone Number: 912-665-0449

Ronald A. Royal  
Signature of Owner

Personally appeared before me

Ronald A Royal

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

Marcella Vassell Robinson

Notary Public

09/18/2024  
Date



**Surrounding Property Owners Within 300 Feet**

FAITH GOSPEL TEMPLE DELIVERENCE CENTER, INC.

PIN: 70975 02001

Property Address: 7548 Highway 21, Port Wentworth, Georgia 31407

Mailing Address: P.O. Box 18277, Savannah, Georgia 31418

Odessa Adams

PIN: 70975 02002A

Property Address: 7550 Highway 21, Port Wentworth, Georgia 31407

Mailing Address: 105 E 9<sup>th</sup> Street, Rincon, Georgia 31326

RVF RICE HOPE PROPERTY, LLC

PIN: 70906 04067

Property Address: 80 Magnolia Blvd, Port Wentworth, Georgia 31407

Mailing Address: 356 Martin Luther King Boulevard, Unit 8, Savannah, Georgia 31401

SPH 21, LLC

PIN: 70976 01001B

Property Address: 0 Augusta Road, Port Wentworth, Georgia 31407

Mailing Address: 5 Concourse Parkway, Suite 200, Atlanta, Georgia 30328

SPH 21, LLC

PIN: 70975 01026Y, 70975 01017A, 70975 01026Z

Property Address: 222, 226 and 0 Jeffers Road, Port Wentworth, Georgia 31407

Mailing Address: 5 Concourse Parkway, Suite 200, Atlanta, Georgia 30328

Fred Steele, Jr.

PIN: 70975 01012

Property Address: 202 Grant Road, Port Wentworth, Georgia 31407

Mailing Address: 202 Grant Road, Port Wentworth, Georgia 31407

LMS-PORT WENTWORTH, LLC

PIN: 70975 01025

Property Address: 0 Jeffers Road, Port Wentworth, Georgia 31407

Mailing Address: 3975 Asbury Road, Birmingham, Alabama 35248

LEGAL DESCRIPTIONSTRACT 1

BEGINNING AT A 5/8" IRON REBAR SET BEARING THE HORIZONTAL COORDINATES OF NORTHING:805,966.99', EASTING:954,144.06' (P.O.B.1); THENCE N 11°49'54" W A DISTANCE OF 2,255.65' TO A 4"x4" CONCRETE MONUMENT FOUND; THENCE S 80°02'53" E A DISTANCE OF 968.92' TO A CORNER THAT FALLS IN A 18" LAUREL OAK; THENCE S 13°54'27" E A DISTANCE OF 1,643.94' TO A 5/8" IRON REBAR SET; THENCE S 63°22'51" W A DISTANCE OF 992.14' TO A 5/8" IRON REBAR SET; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,810,251 SQUARE FEET, 41.558 ACRES.

## Port Wentworth Commerce Center - Project Narrative

This project is proposed on an undeveloped piece of property, that is zoned for industrial use. We are proposing the first phase of the Port Wentworth Commerce Center, which includes approximately 82.3 acres. This first phase of development will include 3 speculative, class A single load buildings totaling approximately 1,116,000 sf. Building A will be a rear load facility, of approximately 377,000 sf and will include 250 employee parking spaces and 69 trailer parking spaces. Building B will be a front load facility, of approximately 378,000 sf and will include 148 employee spaces and 63 trailer parking spaces. Building C will be a rear load facility of approximately 361,000 sf and will include 195 employee parking spaces and 66 trailer parking spaces. All of the buildings will be constructed of concrete tilt-wall construction. Each of the buildings will be less than 50' tall and will be similar to the submitted proposed representative architecture including glass and aluminum store front entries We have developed the site plan for all truck courts to be internally facing to limit site lines into the loading dock areas from off site.

Parking narrative:

The applicant requests the right to exceed the maximum parking count included in the code in order to match the market standard parking levels for similar industrial buildings throughout the Savannah market. As it relates to this project, the maximum code parking for Buildings A, B and C would be 122, 122 and 117 parking spaces respectively. The typical tenants who are distribution, warehousing or light assembly users request 1 space per 2,000 sf, calculated on the entire building. If we were to build to the Port Wentworth parking requirements, we fear that our buildings would not be seen as acceptable to most tenants. IF we are able to offer 1 space per 2,000 sf, that level of parking will be sufficient for all but those users with a high employee density. We believe that amount would be sufficient for all but a few tenants who may have a high employee density. In those cases, we would ask that Port Wentworth administratively approve additional parking, to meet a tenant's specific stated need for employee parking.

---



PROJECT SITE: ± 87.30 ACRES

APPLICANT: PHILIP MCCORKLE  
 pmm@mccorklejohnson.com

EXISTING PARCEL ACREAGE: 51.68 AC.  
 (ROYAL TRACT / PIN 70975 01024)

CURRENT ZONING DISTRICT - I-1 (INDUSTRIAL)

PROPOSED LAND USE - I-1 (INDUSTRIAL)

I-1 ZONING DISTRICT SETBACKS: 50 FT

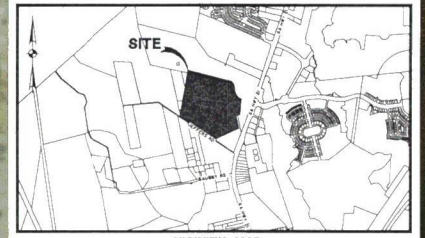
SITE SUMMARY:

PROPOSED SITE AREA: ± 87.30 AC

FLOODPLAIN MITIGATION EASEMENT AREA: ± 5.2 AC

TOTAL BUILDING SF: ± 1,116,020 SF

FEMA FLOOD ZONE AE (13 & 14)  
 FEMA PANEL: 13051C0030G  
 ANY PROPOSED FILL WITHIN THE FLOODPLAIN WILL BE MITIGATED IN ACCORDANCE WITH PORT WENTWORTH REQUIREMENTS.



## PORT WENTWORTH COMMERCE CENTER

CONCEPT PLAN  
 PORT WENTWORTH, GA

September 2024



50 PARK OF COMMERCE WAY  
 SAVANNAH, GA 31405 • 912.234.5300  
 www.thomasandhutton.com





ILLUSTRATIVE CONCEPTUAL SITE PLAN

# PORT WENTWORTH COMMERCE CENTER

PORT WENTWORTH, GEORGIA  
SEPTEMBER 2024

50 PARK OF COMMERCE WAY  
SAVANNAH, GA 31405 • 912.234.5300  
WWW.THOMASANDHUTTON.COM

This map illustrates a general plan of the development which is for illustrative purposes only. These are not final plans. The owner/developer and its subject to change and review without notice or liability to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and proper description.

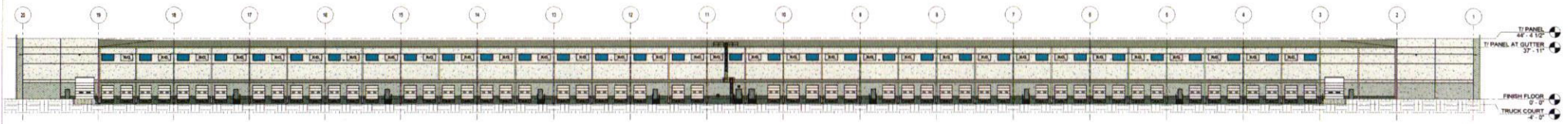
COPYRIGHT © 2024 THOMAS & HUTTON



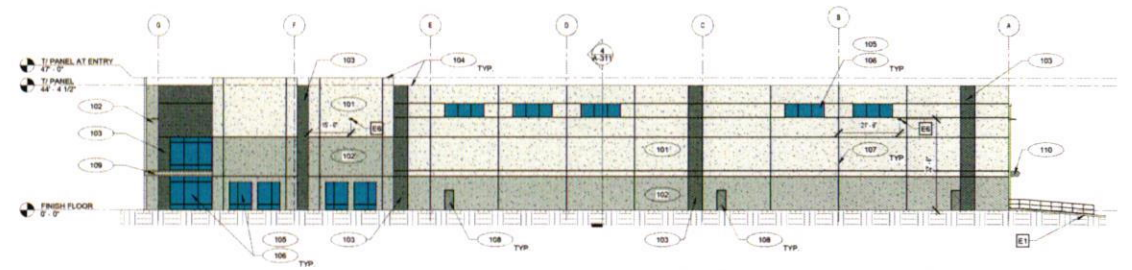
**PORT WENTWORTH COMMERCE CENTER**  
PORT WENTWORTH, GEORGIA

**HILLWOOD**  
A PEROT COMPANY\*

REPRESENTATIVE ARCHITECTURE  
SEPTEMBER 12, 2024



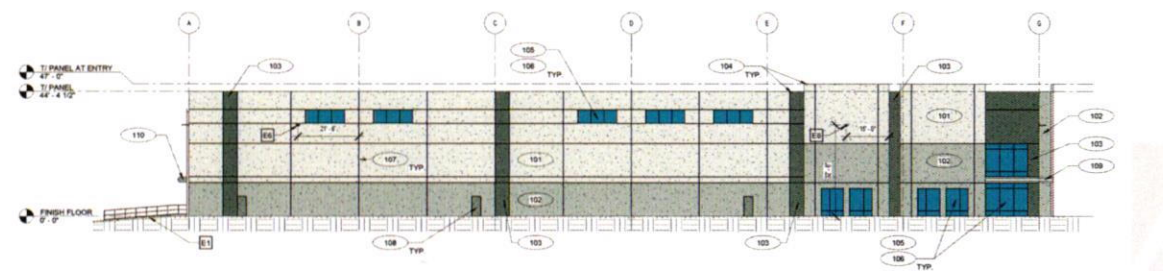
1 OVERALL NORTH ELEVATION



2 OVERALL EAST ELEVATION



3 OVERALL SOUTH ELEVATION



4 OVERALL WEST ELEVATION



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

Meeting: 11/21/24  
Department: Administration  
Category: Agreement  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

DOC ID:

**Fifth Amendment to the 2001 Water Service Agreement**

**Issue/Item:** The city partners with Savannah to supply drinking water to our residents and businesses. Our current agreement is up for renewal. Staff have negotiated a two-year deal that will meet the increased demand for water

**Background:** This agreement covers the gallons per day allocated to the City of Port Wentworth in accordance with the city's forecasted water needs. This would be the fifth amendment to the original contract.

**Facts and Finding:** The proposed amendment upon both execution by both parties and will remain in effect until December 21, 2026. This amendment sets the allocation to not exceed 1,800,00 gallons per day for 2025 and 2,100,000 gallons per day for 2026 with a maximum flow rate of 1,600 gallons per minute. The contract also stipulates cooperation for an additional water tower and a metering station to continue to achieve necessary water pressures within the region.

**Funding:**

**Recommendation:** Approval

STATE OF GEORGIA                    )  
  )  
COUNTY OF CHATHAM)           **FIFTH AMENDMENT TO  
2001 WATER SERVICE AGREEMENT**

**THIS AGREEMENT**, hereinafter referred to as “**Fifth Amendment**”, made and entered into as of the 21st day of November, 2024, by and between the CITY OF PORT WENTWORTH, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as “**Port Wentworth**”, and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation chartered under the laws of the State of Georgia, hereafter referred to as “**Savannah**”.

- W I T N E S S E T H -

**WHEREAS**, Savannah and Port Wentworth entered into a Water Service Agreement dated February 28, 2001 (hereinafter referred to as the "**2001 Agreement**") providing for the purchase of potable water by Port Wentworth from Savannah; and

**WHEREAS**, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated December 18, 2003 (hereinafter referred to as the "**First Amendment to Water Service Agreement**"); and

**WHEREAS**, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated October 26, 2005 (hereinafter referred to as the "**Second Amendment to Water Service Agreement**"); and

**WHEREAS**, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated April 27, 2017 (hereinafter referred to as the “**Third Amendment to Water Service Agreement**”); and

**WHEREAS**, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated November 30, 2023 (hereinafter referred to as the “**Fourth Amendment to Water Service Agreement**”); and

**WHEREAS**, Port Wentworth has requested that certain additional amendments be made to the 2001 Agreement to address Port Wentworth’s growing population and developments; and

**WHEREAS**, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that municipalities of the State may contract with one another for any period not exceeding fifty (50) years; and

**WHEREAS**, it is in the best interest of the citizens of the Port Wentworth and the Savannah that this agreement be consummated and that such commitments be made.

**NOW THEREFORE**, in consideration of the mutual covenants hereby made, the parties do agree to as follows:

**I. Intentions and Acknowledgments**

1. The Parties enter into this Fifth Amendment to address Port Wentworth's near-term water supply, which has been that have been thoughtfully and thoroughly discussed between the two Parties.
2. This Fifth Amendment is meant as a bridge to allow Savannah to advance and upgrade its water facilities and capabilities, so that Savannah can better allocate additional water supply capacity to Port Wentworth.
3. Savannah acknowledges that Port Wentworth wishes to add a new water metering station along Montieith Rd. Port Wentworth acknowledges that the Savannah wishes to add a water tower near the intersection of Highway 21 and International Trade Pkwy and/or obtain an easement for a water main along Dorset Road. The Parties agree to work together to find mutually beneficial locations and assistance in these areas.
4. Port Wentworth acknowledges that Savannah is in the process of undertaking a series of major water supply projects, including but not limited to increasing its production capacity, upgrading the pumping and piping systems, and modifications and upgrades to the source water intake, pumping, and transmission systems.
5. Port Wentworth acknowledges that Savannah will allocate to Port Wentworth a pro-rata share of future capital improvements, with such allocation and increase supply to be in future Agreements or Amendments between the Parties.
6. Savannah acknowledges that short- and long-term capital planning efforts should result a scaling back of the extent of future capital expenditures to its systems, which could result in scaling back the Capital Cost Recovery and Equivalent Residential Unit fees charged by Savannah in the future. To this end, in the future Savannah desires to negotiate for Port Wentworth's groundwater permit capacity, provided the Georgia EPD approves such arrangement. Port Wentworth acknowledges it will favorably consider such an arrangement in the future, provided that the Parties negotiate and agree on mutually acceptable terms. The Parties acknowledge that such discussion and negotiations will likely be part of any ensuing or following Agreement or Amendment between the Parties on this subject.
7. Port Wentworth will notify the City of Savannah of construction activities within City of Savannah Utility Easements or proximate to Savannah water infrastructure.

## II. Amendments to the 2001 Agreement to Provide for Adequate Water Supply

### 1. Daily Water Supply

- a. Savannah shall allocate water supply to Port Wentworth for an aggregate monthly average of **1,800,000 GPD** (Gallons Per Day) for calendar year 2025.
- b. Savannah shall allocate water supply to Port Wentworth for an aggregate monthly average of **2,100,000 GPD** (Gallons Per Day) for calendar year 2026.
- c. The Parties agree such aggregate monthly average is in accordance with Port Wentworth's forecasted water supply needs (see Exhibit 1) as well as the current status of Savannah's water withdrawal and drinking water production permits with the Georgia EPD.
- d. In the event Port Wentworth exceeds the GPD limit established in this Fourth Amendment, Savannah may charge an equitable surcharge in an amount to be agreed upon by the two parties at that time.

### 2. Maximum Flow Rate

- a. The combined, concurrent maximum flow rate Savannah will make available to Port Wentworth at each of Port Wentworth's three Water Delivery points shall be **1,600 GPM** (Gallons Per Minute).
- b. The Parties agree this combined, concurrent maximum flow rate is in place to ensure Savannah's system can provide and sustain sufficient pressure and flow at the three Port Wentworth delivery points (i.e. metering stations).
- c. In the event Port Wentworth exceeds the designated maximum flow rate of 1,600 GPM established in this Fifth Amendment, Port Wentworth shall pay to Savannah a per occurrence surcharge in accordance with the following schedule:  
Tier 1: 1,601 GPM to 1,800 GPM (\$500 per occurrence)  
Tier 2: 1,801 GPM to 2,000 GPM (\$2,500 per occurrence)  
Tier 3: Greater than 2,000 GPM (\$5,000 per occurrence)  
Under the Fifth Amendment, the maximum surcharge amount for any given month shall be \$15,000.
- d. The Parties agree this combined, concurrent maximum flow rate shall not apply to flow rate exceedances that could occur which are directly attributable to documented Port Wentworth Fire Department (PWFD) incident response, the PWFD's firefighting activities, or any other local fire department utilizing the Port Wentworth water system (e.g. a Savannah Fire Department firefighting event using the Port Wentworth water system).

- e. To help manage the maximum flow rate requirement, Port Wentworth will strive to fill its elevated water storage tanks during off peak time periods: such periods being from 11:00 PM to 5:00 AM every day.

**3. Reselling Restriction**

- a. Port Wentworth shall not resell the water provided pursuant to this Amendment and Agreement to any other municipal water provider without proper written authorization and authority from Savannah.

**4. Equivalent Residential Unit**

- a. Port Wentworth shall pay Savannah the established fees per ERU (Equivalent Residential Unit) as set forth in the current Savannah Revenue Ordinance at the time of connection.
- b. At the time of this Fifth Amendment, the per ERU fee on November 13, 2024 is \$900 per ERU.
- c. Upon adoption and applicability, Port Wentworth shall remit applicable water and sewer fees related to capital cost recovery to the City of Savannah as may be established and adopted in the Savannah Revenue Ordinance in the future.

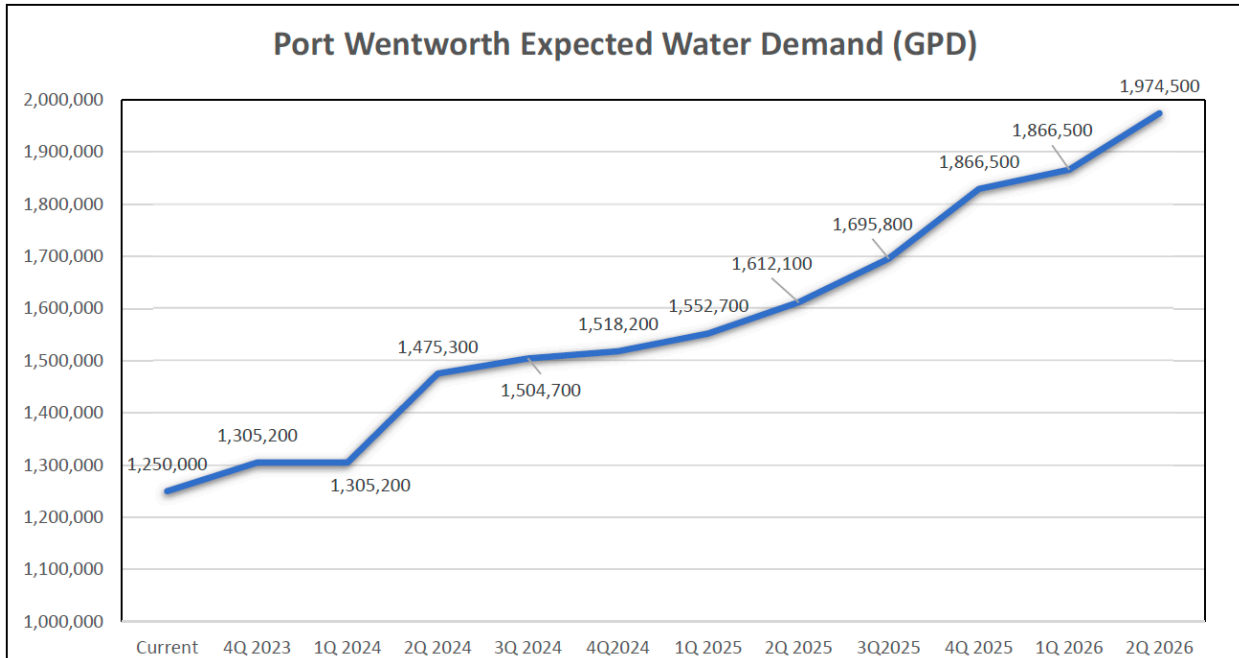
**III. Term and Renewal of Amendment**

**1. Term and Renewal of Amendment**

- a. This Fifth Amendment shall be effective upon its execution by both Parties.
- b. This Fifth Amendment shall remain in effect until December 31, 2026.
- c. This Fifth Amendment may be renewed by written consent of the Parties.

**IV. Exhibit 1**

**Exhibit 1**



**V. All other Sections of the 2001 Agreement and the First , Second, Third and Fourth Amendments to Water Service Agreement Remain in Effect.**

1. All sections of the 2001 Agreement and the First, Second, Third, and Fourth Amendments to the Water Service Agreement not amended by this Fifth Amendment remain in full force and effect as originally set forth in said agreements.
2. All sections or provisions of the 2001 Agreement and the First, Second, Third and Fourth Amendments to Water Service Agreement that are amended by this Fifth Amendment are considered amended pursuant herein.

[ SIGNATURES ON FOLLOWING PAGE ]

IN WITNESS WHEREOF, Port Wentworth and Savannah have caused this agreement to be executed by their proper corporate officers with their seals duly attached and attested to as of the day and year first written above.

**CITY OF PORT WENTWORTH**

**THE MAYOR AND  
ALDERMEN OF  
THE CITY OF SAVANNAH**

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Port Wentworth City Council

ATTEST: \_\_\_\_\_  
Clerk of Savannah City Council



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

Meeting: 11/21/24  
Department:  
Category: Agreement  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

DOC ID:

**Port Wentworth Commercial Development Incentive Package**

**Issue/Item:** Port Wentworth Commercial Development Incentive Package

**Background:** The City of Port Wentworth has seen significant residential growth, with a population nearing 16,000 residents and over 3,000 housing permits in the pipeline. With this realized growth, is time to seize the opportunity to shape our city's future, ensuring it remains vibrant and sustainable for future generations. As we update our comprehensive plan, we have additionally completed and affirmed a downtown vision and streetscape plans and have a trail plan currently underway.

**Facts and Finding:** The city is currently competing against other established cities within 100 miles (Pooler, Richmond Hill, Statesboro, Savannah, Brunswick, etc. that offer a variety of incentives, including, but not limited to:

- Property Tax Abatements
- Investment Tax Credits
- Opportunity Zone benefits
- Business License Fee Waivers for startups
- Economic Development Grants for job creation
- Infrastructure Assistance for new commercial developments
- Impact Fee reductions for commercial projects
- Business Tax Incentives for new developments
- Assistance with permitting and zoning

**Funding:** N/A

**Recommendation:** Approval

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

**A RESOLUTION TO ENCOURAGE NEW COMMERCIAL DEVELOPMENTS  
WITHIN THE CITY OF PORT WENTWORTH BY REDUCING FEES BY 50%**

**WHEREAS**, the Mayor and City Council is tasked with shepherding the City of Port Wentworth with all the tools and means available through our Ordinances, Charter, and State law; and

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

**WHEREAS**, the City of Port Wentworth is granted the power to levy and provide for the collection of license fees, other fees, and taxes on businesses, and to provide for the manner and method of payment of such licenses, fees, and taxes; and

**WHEREAS**, the Mayor and City Council sets the City's fee schedules according to all local, State, and federal rules and laws, and such fee schedules are in compliance with same; and

**WHEREAS**, the Mayor and City Council recognize the City is in a tremendous position to grow commercially within the next few years, and desires to support and manage this growth in a responsible manner; and

**WHEREAS**, new developments within the City are a driving force of commerce, industry, and spur further and additional new developments themselves; and

**WHEREAS**, the Mayor and City Council desires to encourage new development within the City; and

**WHEREAS**, the Mayor and City Council desires to utilize its power over fees to encourage new development, by temporarily reducing fees associated with new developments; and

**WHEREAS**, the Mayor and City Council additionally desires to achieve these goals while remaining fiscally and professionally responsible to the citizens of the City;

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

1. In order to encourage and incentivize new Commercial developments within the City of Port Wentworth, fees associated with the City's Fee Schedule for new Commercial developments are hereby amended as follows:
  - a. Development Fees are reduced by 50% - to include all fees listed under Development Fees of the City's Fee Schedule; and
  - b. Building Permit Fees are reduced by 50% - to include all fees listed under Building Permit Fees of the City's Fee Schedule; and
  - c. Tap Fees are reduced by 50% - to include all fees listed under Tap Fees of the City's Fee Schedule; and
  - d. Aid-To-Construction Fees are reduced by 50% - to include all fees listed under Aid To Construction of the City's Fee Schedule.
  
2. This Resolution shall apply only to the following Commercial uses:
  - a. General Offices and Services uses, as defined in Sec. 25.70 of the Zoning Ordinance, to include and limited to:
    - i. Child Day Care Center
    - ii. General Offices and Services – Financial Services
    - iii. General Offices and Services – Medical
    - iv. Hospital
  
  - b. General Accommodations, Hospitality, and Entertainment uses, as defined in Sec. 25.30 of the Zoning Ordinance, to include and limited to:
    - i. Banquet or Meeting Hall
    - ii. Bed and Breakfast
    - iii. Commercial Indoor Recreation Facility
    - iv. Commercial Outdoor Recreation Facility
    - v. Commercial Outdoor Recreation, Low-intensity
    - vi. Golf Course
    - vii. Hotel or Motel
    - viii. Indoor Theater
    - ix. Outdoor Theater
    - x. Restaurant
    - xi. Restaurant with Drive-Through
    - xii. Tavern
  
  - c. Civic and Institutional uses, as defined in Sec. 25.50 of the Zoning Ordinance, to include and limited to:
    - i. School – Pre-school to 12

3. This Resolution shall become effective upon its passage and adoption.
4. This Resolution shall apply to all applicable permits, applications, and requests submitted to the Department of Development Services after its passage and adoption.
5. This Resolution shall not be retroactive or supersede previous Development Agreements without express agreement.
6. This Resolution shall remain effective until and shall expire on December 31, 2025.

**RESOLVED** this 21st day of November, 2024.

Approved:

\_\_\_\_\_  
Gary Norton, Mayor

Attest:

\_\_\_\_\_  
Zahnay Smoak, City Clerk



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

Meeting: 11/21/24  
Department: Administration  
Category: Agreement  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

DOC ID:

**Port Wentworth Memorandum of Understanding (MOU) for the "Port Collective"**

**Issue/Item:** Port Wentworth Memorandum of Understanding (MOU) for the "Port Collective"

**Background:** As part of a focus on retail and restaurants, as well as positioning Port Wentworth to be a main attraction, with Anchor Park and beyond, for years to come, we have recruited a developer in alignment with our goals to develop a "food park," inside of Anchor Park, with multiple stationary food options (Container Park), a futuristic putting course, similar to Tiger Wood's "Pop Stroke," a mini-music entertainment area (not to compete with the Amphitheater or Fron Porch Friday, eight beach volleyball and eight pickleball courts, with aesthetically pleasing features.

**Facts and Finding:** As we compete with other regions to attract businesses and investment in a tight lending environment, incentives can help ensure Port Wentworth is attractive by offsetting perceived risks and costs. Tax breaks, grants, or infrastructure assistance can significantly reduce the upfront capital a business needs, making projects more feasible.

We are proposing the attached development package, and accompanying MOU, which provides the city with a retail, restaurant, and entertainment component to complement other offerings within the park while allowing the developer flexibility in financing the development. Both the city and developer realize monetary benefits as well as intangible and intrinsic benefits for the city.

**Funding:** This can be seen on the Excel breakdown sheet provided.

**Recommendation:** Approval

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF PORT WENTWORTH**  
**AND THE PORT COLLECTIVE**

This Memorandum of Understanding (MOU), entered into this date of execution by both parties, is made between the CITY OF PORT WENTWORTH (City) and the COLLECTIVE HOSPITALITY GROUP, dba PORT COLLECTIVE (Port Collective), regarding the Port Collective's proposed development at the City's Anchor Park, and agree as follows:

**WHEREAS**, the Mayor and City Council is tasked with shepherding the City of Port Wentworth with all the tools and means available through our Ordinances, Charter, and State law; and

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

**WHEREAS**, the City of Port Wentworth is granted the power to levy and provide for the collection of license fees, other fees, and taxes on businesses, and to provide for the manner and method of payment of such licenses, fees, and taxes; and

**WHEREAS**, new developments within the City are a driving force of commerce, industry, and spur further and additional new developments themselves; and

**WHEREAS**, the Mayor and City Council desires to encourage new development within the City; and

**WHEREAS**, the Port Collective desires to develop a commercial development project at the City's Anchor Park; and

**WHEREAS**, the Port Collective desires to bring commercial, dining, leisure, and sporting opportunities the proposed development Port Collective at Anchor Park;

**WHEREAS**, the Parties desire to work together in good faith to achieve these goals, and for their mutual benefit; and

**NOW, THEREFORE**, in consideration and compensation already agreed upon and exchanged, the Parties agree as follows:

1. **PURPOSE**

- a. The Purpose of this MOU is generally to outline various incentives between the Parties, and generally to confirm and affirm the Parties' commitments to work together in good faith to bring an exciting addition to Anchor Park.

2. TERM

- a. This MOU will take effect upon its execution by all Parties, and will remain in full force and effect until either Party enters an intent of their withdrawal in writing.

3. FEE DISCOUNT TO ENCOURAGE DEVELOPMENT

- a. The City has passed a Resolution to encourage Development by reducing certain fees. The City affirms and confirms its commitment to encourage the Port Collective at Anchor Park development with the following fee discounts:
  - i. Development Fees are reduced by 50% - to include all fees listed under Development Fees of the City's Fee Schedule; and
  - ii. Building Permit Fees are reduced by 50% - to include all fees listed under Building Permit Fees of the City's Fee Schedule; and
  - iii. Tap Fees are reduced by 50% - to include all fees listed under Tap Fees of the City's Fee Schedule; and
  - iv. Aid-To-Construction Fees are reduced by 50% - to include all fees listed under Aid To Construction of the City's Fee Schedule.

4. PARTNERSHIP WITH PORT WENTWORTH DEVELOPMENT AUTHORITY

- a. Port Collective desires to partner with the Port Wentworth Development Authority (PWDA) to explore tax savings and other incentives available through partnership with the PWDA.
- b. The City desires a strong and vibrant PWDA to be a partner encouraging growth and development within the City.
- c. The Parties will work together to explore options and incentives available through partnership with the PWDA.

5. MISCELANEOUS

- a. This MOU represents a general understanding between the City and Port Collective for the purposes stated herein.
- b. The Parties understand, acknowledge, and accept their duties and responsibilities pursuant to this MOU, and will carry out same in good faith to the extent allowable by law.

**IN WITNESS WHEREOF**, the Parties hereto execute this Memorandum of Understanding to be executed under seal as the day and year noted below.

**CITY OF PORT WENTWORTH**

\_\_\_\_\_ (signature)

Gary Norton, Hon.  
Mayor of Port Wentworth

\_\_\_\_\_ (date)

Attest:

\_\_\_\_\_  
Zahnay Smiley, City Clerk

**COLLECTIVE HOSPITALITY GROUP,  
dba PORT COLLECTIVE AT ANCHOR PARK**

\_\_\_\_\_ (signature)

\_\_\_\_\_ (name, print)

\_\_\_\_\_ (title)

\_\_\_\_\_ (date)

SWORN TO AND SUBSCRIBED before me

this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC



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

Meeting: 11/21/24  
Department: Administration  
Category: Ordinance  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

**DOC ID:**

**Budget Amendment For The Years Ending 6/30/2025-1st Reading**

**Issue/Item:** Budget Item

**Background:** The City approved the FY 25 budget on June 20, 2024. Since the adoption of the authorized budget, additional unprojected Grant Revenue and expenses as detailed:  
- GEMA/FEMA agreement to increase purchase price of three homes for green space on Bonny Bridge Road  
- GEMA/FEMA Hurricane Helene 9/26/2024 Disaster Recovery Cleanup Funds.  
In addition, the Police Department is requesting to use a portion of the unexpended Court Fine Technology Fund Balance to purchase upgraded officer cameras and tasers.  
The amendment both recognizes and authorizes the use of funds as follows

- Facts and Finding:**
1. Amend GEMA/FEMA Green Space Grant. Increase in previously approved budget based on new purchase agreement with GEMA/FEMA and three (3) Homeowners.
    - a. Increase in total FEMA funding \$ \$462,356 Revenue and Expenses
    - b. Increase in local share (Fund Balance) match requirement \$51,373
    - c. Total \$513,729 Revenue and Expenses
  2. GEMA/FEMA Hurricane Grant totaling \$626,250.00 no matching share requirement.
    - a. Increase Revenue \$626,250 FEMA emergency funds
    - b. Increase Expenses \$626,250 cleanup of city communities
  3. Court Technology Prior Year Fund Balance – Upgrade of Police Cameras and Tasers \$91,150.
    - a. Increase Prior Year Fund Balance generated through court fines.
    - b. Increase related Expenses to purchase upgraded cameras and tasers.

- Funding:**
1. GEMA/FEMA Grant funds increase totaling \$ 1,088,606
  2. GEMA/FEMA matching share (Fund Balance) increase totaling \$51,373
  3. Police Technology Court Fines Fund Balance increase \$91,150

**Recommendation:** Approval



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

Meeting: 11/21/24  
Department: Police  
Category: Ordinance  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

**DOC ID:**

**Amendment to the Nuisance Ordinance-1st Reading**

•

**Issue/Item:** To more efficiently and effectively improve the quality of life for the residents of the City, the Code Enforcement Unit needs improvements to current ordinances to properly effectuate positive change, reduce blight and protect the overall welfare of the residents.

**Background:** The updated ordinance permits the Code Enforcement Unit and the City Attorney to utilize the City’s utility bill and tax assessment authority as vehicles for fines and fees associated with aggravated and continuous code enforcement violations throughout the City. The imposition of these penalties will be in conjunction with the legally required notice and abatement procedures as prescribed by local and state law

**Facts and Finding:** The proposed amendment shall permit the Code Enforcement Unit to work in conjunction with the City Utility Department and the City Attorney to enforce the Ordinances of the City by assessing fees for noncompliance or nuisance abatement. At times the owner of the property in violation fails to cooperate, communicate or remediate the issues identified. In such cases a penalty will be assessed to the violator’s utility bill, which has been found to be an effective tool to resolve and prevent current and future violations.

**Funding:**

**Recommendation:** Approval

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

**AN ORDINANCE TO AMEND THE CITY OF PORT WENTWORTH  
NUISANCE ORDINANCE**

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

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

**WHEREAS**, the City of Port Wentworth is granted the power to provide for the enforcement of such standards, listed above; and

**WHEREAS**, the City of Port Wentworth is granted the power to operate public utilities, to fix the charges, fees, and assessments on any public utility, and to provide for regulations, penalties, and withdrawal of service for refusal or failure to pay same, to be enforced by the City; and

**WHEREAS**, the City of Port Wentworth is granted the power address public hazards and nuisances; and

**WHEREAS**, the City of Port Wentworth is granted the power to provide penalties of any ordinance adopted pursuant to its Charter and Ordinances; and

**WHEREAS**, the City of Port Wentworth desires to update its Nuisances Ordinance; and

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

The Code of Ordinance, is amended as follows:

- I. Amend Chapter 14, Nuisances, Sec. 14-5, Service of Notice to read as follows:

The written notice to abate a nuisance shall be served as any other legal process may be served pursuant to law, by delivering the notice personally, by leaving such notice at the place of business or residence in the custody of a person of suitable age and discretion. If service of notice cannot otherwise be made in the manner provided in this section, a copy of such notice may be mailed registered postage.

- II. Amend Chapter 14, Nuisances, Sec. 14-8, Collection of City's Costs, to include the title, to read as follows:

**Collection of Fees and Costs**

Any and all fees assessed and costs incurred by the city in the enforcement of this Chapter, to include abatement of a nuisance, upon proper service as provided herein may be collected in the manner property taxes are collected or may be assessed to utility bills.

- III. All laws and parts of laws in conflict with this Act are hereby repealed.

- IV. This Ordinance shall become effective upon its passage and adoption.

**SO ORDAINED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved:

\_\_\_\_\_  
Gary Norton, Mayor

Attest:

\_\_\_\_\_  
Zahnay Smoak, City Clerk

First reading: \_\_\_\_\_ (date)

Second reading: \_\_\_\_\_ (date)



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

Meeting: 11/21/24  
Department: Administration  
Category: Ordinance  
Prepared By: Zahnay Smoak  
Department Head:

**SCHEDULED**

**AGENDA ITEM (ID )**

DOC ID:

**Amend the City of Port Wentworth Zoning Ordinance-1st Reading**

•

**Issue/Item:** The City’s Zoning Ordinance is under constant review from Staff, and certain amendments have been compiled and brought forth to make the Zoning Ordinance’s use and applicability more harmonious with providing the best services and experiences for the residents and businesses in the City.

**Background:** Last year, the City passed a new comprehensive Zoning Ordinance. Since then, as the new Zoning Ordinance has been in use and effect, staff has kept track of places within the ordinance and instances where updating or amending the ordinance makes sense.

**Facts and Finding:** The proposed amendments include: cleaning up the language of C-1 Neighborhood Commercial to better define mixed-use, and updating site plan review for phased industrial developments

**Funding:**

**Recommendation:** Approval

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

**AN ORDINANCE TO AMEND THE CITY OF PORT WENTWORTH  
ZONING ORDINANCE**

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

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

**WHEREAS**, the City of Port Wentworth is granted the power to provide such comprehensive city planning for development by zoning, subdivision regulation and the like as the city council deems necessary and reasonable to ensure a safe, healthy, and aesthetically pleasing community; and

**WHEREAS**, the City of Port Wentworth desires to update its Zoning Ordinance; and

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

The Code of Ordinance, Zoning Ordinance, is amended as follows:

- I. Amend Sec. 4.10.A. to read as follows:

**Neighborhood Commercial (C-1).** This district is intended to encourage and accommodate a walkable downtown area with storefronts on the ground story and upper story residential, local market retail, personal services, restaurants, entertainment, offices, and professional services. Characteristics of uses and land in C-1 include daytime and early evening operations, smaller-scale and mixed-use buildings, sidewalk sales, and on-street parking. Mixed-use developments are intended to include residential living in multi-unit residences with access to neighborhood-serving commercial uses on no less than 5% of the development’s total ground floor space.

II. Add new Sec. 13.41 to read as follows:

**Section 13.41 – Phased Industrial Development Site Plan Review Process**

The City recognizes the difficulties in preparing a master site plan for a phased industrial development, and desires to main the general intent and purpose of this Zoning Ordinance for such developments.

The process for reviewing a site plan for a phased industrial development shell be as follows:

- A. **Applicability.** This Section shall apply to phased developments on Industrial zoned property. Phased developments are developments which include multiple different buildings to be developed and built in phases over time.
- B. **Process.** In general, the review process shall follow Sec. 13.40, 13.50, and 13.60.
- C. **Master Site Plan.**
  - 1. The site development plan required by the Zoning Administrator for phased industrial developments shall be called the Master Site Plan. This Master Site Plan shall take the place of the Concept Plan in the review and approval process.
  - 2. The Master Site Plan shall be one site plan to include the entire phased industrial development.
  - 3. The Zoning Administrator, in their discretion, may amend or waive any requirements of Table 13.50 for the consideration and approval of the Master Site Plan.
- D. **Changes to an Approved Master Site Plan**
  - 1. Projects shall be developed in full compliance with the approved Master Site Plan unless a change is requested and approved in accordance with this section. Changes to an approved Master Site Plan shall be permitted under the following circumstances:
    - a. The holder of an approved Master Site Plan shall notify the Zoning Administrator of any proposed changes to the plan.
    - b. Changes to an administrative plan may be approved by the Zoning Administrator.

- c. Changes to an approved Master Site Plan may be approved by the Zoning Administrator upon determination that the proposed revision(s) will not alter the general design, nor any specific conditions imposed as a part of the original approval. Such changes shall include, but are not limited to, the following:
  - i. Change in any individual building size up to 30% of total approved floor area.
  - ii. Movement of buildings or other structures by less than 500 feet.
  - iii. Alterations to parking layout or the number of parking spaces.
  - iv. Replacement of plant material specified in the landscape plan with comparable materials of an equal or greater size at the site.
  - v. Changes in building materials to materials of a comparable or higher quality.
  - vi. Changes in floor plans which do not alter the character of the use.
  - vii. Changes required or requested by a City, county, state, or federal regulatory agency in order to conform to other laws or regulations.
- 2. Major changes to an approved Master Site Plan shall be reviewed in the same manner as the original application, pursuant to this ordinance. Major changes shall include, but are not limited to, the following:
  - i. Changes in any individual building size over 30% of total approved floor area.
  - ii. Movement of buildings or other structures by more than 500 feet.
  - iii. Alteration of any specific conditions imposed as a part of the original Master Site Plan approval.

**E. Final Site Plans**

- 1. Separate Final Site Plans may be submitted at different times, for different areas or phases of the phased industrial development.

2. In general, the Final Site Plan review process shall follow Sec. 13.40, 13.50, and 13.60. Final Site Plan review shall be performed by the Zoning Administrator, pursuant to this Article.
3. The Zoning Administrator, in their discretion, may amend or waive any requirements of Table 13.50 for the consideration and approval of the Final Site Plan.

**F. Expiration**

1. An application for Final Site Plan approval shall be submitted within 48 months of the date on which the Master Site Plan was approved. The Zoning Administrator may grant two (2) extensions of up to 24 additional months each, provided the applicant requests an extension, in writing, prior to the date on which the Final Site Plan is due. The extension shall be approved if the applicant presents reasonable evidence to the effect that the development has encountered difficulties beyond the control of the applicant, and the final site plan will be submitted, or construction will proceed within the extension period. The Zoning Administrator shall also consider changing conditions in the area, such as recent development, and whether an extension is appropriate considering the potential impact on the changed conditions.
2. Final Site Plan approval shall expire 24 months from the date of its approval unless substantial construction has commenced and is continuing. For the purpose of this section, “substantial” shall be a determination by the Zoning Administrator, who may request City staff or consultants assist in such determination. Such determination shall comply with Section 12.50. The Zoning Administrator may grant two (2) extensions of up to 24 additional months each, provided the applicant requests an extension, in writing, prior to the date of expiration of the Final Site Plan. The extension shall be approved if the applicant presents reasonable evidence to the effect that the development has encountered difficulties beyond the control of the applicant, and the final site plan will be submitted, or construction will proceed within the extension period. The Zoning Administrator shall also consider changing conditions in the area, such as recent development, and whether an extension is appropriate considering the potential impact on the changed conditions.

III. All laws and parts of laws in conflict with this Act are hereby repealed.

IV. This Ordinance shall become effective upon its passage and adoption.

**SO ORDAINED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved:

\_\_\_\_\_  
Gary Norton, Mayor

Attest:

\_\_\_\_\_  
Zahnay Smoak, City Clerk

First reading: \_\_\_\_\_ (date)

Second reading: \_\_\_\_\_ (date)