



CITY OF PORT WENTWORTH

CITY COUNCIL
APRIL 16, 2026

Council Meeting Room

Regular Session

7:00 PM

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

- 1. CALL MEETING TO ORDER**
- 2. ROLL CALL - CLERK OF COUNCIL**
- 3. PRAYER AND PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF AGENDA**
- 5. RECOGNITION OF SPECIAL GUESTS & ELECTIONS and APPOINTMENTS**
- 6. COMMUNICATIONS & PETITIONS**
 - A. Georgia Cities Week Proclamation**
 - B. Fair Housing Month Proclamation**
 - C. Child Abuse Prevention Month Proclamation**
 - D. Autism Awareness Month Proclamation**
 - E. Sexual Assault Awareness Month Proclamation**
 - F. Financial Literacy Month Proclamation**
 - G. City Manager Update**
- 7. PUBLIC COMMENTS - REGISTERED SPEAKERS**
- 8. ADOPTION OF MINUTES**
 - A. Regular Council Meeting Minutes- March 19, 2026**
 - B. Special Called Meeting Minutes- April 03, 2026**
- 9. CONSENT AGENDA**
 - A. Right of Way Maintenance Agreement- Port Wentworth Police Department and Georgia Department of Transportation
 - B. Ratification of Development Agreement With Landco
- 10. UNFINISHED BUSINESS**
- 11. NEW BUSINESS**
 - A. Consideration of the 2nd Reading of a Zoning Map Amendment Application has been submitted by Phillip R. McCorkle as Agent for PWCC Landco Main, LLC, requesting to rezone 18.58 of 33.91 acres from R-1 to I-1, to allow for industrial use. PIN #s 70976 02014, 70975 01013, 70975 01014 , located in the 1st Council District, off Wentworth Parkway.
 - B. Consideration of the 2nd Reading of a Zoning Map Amendment Application has been submitted by City of Port Wentworth, requesting to rezone 3.317 of 61.82 acres from R-4 to C-1, to allow for a

medical center. PIN # 70978 05013, located in the 3rd Council District, on Anchor Park Boulevard.

- C. Consideration of the 1st Reading of a Zoning Map Amendment Application has been submitted by Whitney L. Williams, requesting to rezone 2.73 acres from R-1 to C-1, to allow for office use. PIN # 70978 04001, located in the 3rd Council District, at 640 Meinhard Road. 1st Reading
 - **PUBLIC HEARING**
- D. Resolution Imposing a Moratorium on the Acceptance of Any Permit Application or Plans Regarding Mobile or Manufactured Homes, or Mobile or Manufactured Home Communities in any Zoning District

12. EXECUTIVE SESSION

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

13. ADJOURNMENT



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

Meeting: 04/16/26
Department: Police
Category: Agreement
Prepared By: Zahnay Smoak
Department Head:

SCHEDULED

AGENDA ITEM (ID)

DOC ID:

Right of Way Maintenance Agreement- Port Wentworth Police Department and Georgia Department of Transportation

Issue/Item: Right of Way Maintenance Agreement with GDOT regarding operation and maintenance of Automated License Plate Readers (ALPRs) installed on GDOT Rights of Ways.

Background: The ALPRs are an essential and customary law enforcement tool, which are maintained and utilized from various GDOT ROWs. This is a standard agreement between GDOT and the City to maintain, including mowing and trimming of grasses, maintaining a near appearance and clear sight lines for pedestrian and vehicular traffic.

Facts and Finding:

Funding:

Recommendation:

RIGHT OF WAY MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

PORT WENTWORTH POLICE DEPARTMENT

for

ALPR PERMIT ID # ALPR-051-000006-5

THIS AGREEMENT made and entered into on _____ (“Effective Date”) by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**” or “**GDOT**”, and **Port Wentworth Police Department** hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and the **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership with the **LOCAL GOVERNMENT** to perform certain services relating to the ongoing operation and maintenance of the Automated License Plate Readers (“ALPRs”) installed along the **DEPARTMENT’S** right-of-way, hereinafter called the “**MAINTENANCE WORK**”, and

WHEREAS, the **MAINTENANCE WORK** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number [**ALPR-051-000006-5#**](PERMIT ID #ALPR-051-000006-5), which is referenced above and in **Exhibit A, DETAILED ALPR MAINTENANCEWORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **MAINTENANCE WORK**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to perform or cause to be performed the **MAINTENANCE WORK** and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I
SCOPE OF MAINTENANCE WORK

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **MAINTENANCE WORK** consisting of certain services related to the operation and maintenance of the identified section(s) of the **DEPARTMENT'S** right-of-way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the area(s) specifically identified herein, except the right to conduct the **MAINTENANCE WORK** set forth in the **DETAILED ALPR MAINTENANCE WORK PLAN (Exhibit A)** and in accordance with the terms and conditions of this Agreement.

The duties and responsibilities of the **LOCAL GOVERNMENT** for the **MAINTENANCE WORK** are set forth in **Exhibit A**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of the **DEPARTMENT'S** right-of-way located in [CHATHAM COUNTY] County, as may be more particularly described in **Exhibit A**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the applicable standards for all **MAINTENANCE WORK** activities. Equipment or materials utilized for the **MAINTENANCE WORK** must be moved on or across a traveled right of way in a manner so as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that the **MAINTENANCE WORK** be performed by a third party on its behalf, the **LOCAL GOVERNMENT** and the third party shall enter into a separate agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for the **MAINTENANCE WORK**, or portions thereof, rendered as set forth in **Exhibit A**. The agreement between the **LOCAL GOVERNMENT** and any third party, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth in this Agreement. All liability associated with the **MAINTENANCE WORK** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any component of the **MAINTENANCE WORK**, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the the identified section(s) of the **DEPARTMENT'S** right-of-way, the **LOCAL GOVERNMENT** understands and agrees that prior to performance of the **MAINTENANCE WORK**, it shall notify the appropriate **DEPARTMENT** district office in which the **MAINTENANCE WORK** is to be performed and obtain a traffic interruption report form, which it must complete and submit to TrafficInterruptionReports@dot.ga.gov for the **DEPARTMENT'S** approval, or as otherwise instructed by the **DEPARTMENT** district office.

**ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE**

The **LOCAL GOVERNMENT** shall begin work on the **MAINTENANCE WORK** under this Agreement immediately after receiving an executed copy of the Agreement, unless noted otherwise in **Exhibit A**.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or the **LOCAL GOVERNMENT**, subject to the requisite triennial renewal of the Automated License Plate Reader (ALPR) permit, PERMIT ID #[**ALPR-051-000006-5**], pursuant to the rules set forth in the **DEPARTMENT’s Regulations for Driveway & Encroachment Manual**. In the event the ALPR permit is not renewed, this Agreement shall immediately terminate (see Article IX).

**ARTICLE III
SUBSTANTIAL CHANGES**

If any Party desires to alter the scope, character or complexity of the **MAINTENANCE WORK**, a supplemental agreement shall first be executed between the Parties. It is understood, however, that the **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the **MAINTENANCE WORK** authorized by the **DEPARTMENT** pursuant to this Agreement. Minor changes in the **MAINTENANCE WORK** which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the **MAINTENANCE WORK** may be made by written notification of such change by any Party with prior written approval by the other Party.

**ARTICLE IV
ASSIGNMENT**

It is understood by the **LOCAL GOVERNMENT** that the **MAINTENANCE WORK**, or any component thereof, is considered personal and, except as provided for in Article I, the **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

**ARTICLE V
CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in [**CHATHAM COUNTY**] County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

**ARTICLE VI
INSURANCE**

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

is self-insured.

OR

█ shall obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

Prior to beginning the **MAINTENANCE WORK**, a copy of the certificate(s) of insurance and endorsement page(s) in at least the minimum amounts of insurance indicated below in Section 2 of this Article VI of the Agreement shall be furnished to the **DEPARTMENT**.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and licensed and registered to do business in the State of Georgia:
 - (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
 - (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure to procure and maintain the insurance coverages as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
 - (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article VII, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.
3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of **DEPARTMENT** as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions, if applicable.
4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all **MAINTENANCE WORK** at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that

any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **MAINTENANCE WORK** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this Agreement at a later date to provide for compensation to the **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **MAINTENANCE WORK** under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right-of-way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any component of the **MAINTENANCE WORK**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days prior written notice of its intent to terminate, unless there is imminent or serious danger to the public health, safety, or welfare or to property, or the ALPR permit associated with this Agreement (PERMIT ID ALPR-051-000006-5) is not renewed, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **MAINTENANCE WORK** under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the

DEPARTMENT is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the **MAINTENANCE WORK** as set forth in **Exhibit A**, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “a”, “b”, “c”, and “d” above, as applicable, and then terminate the Agreement.

**ARTICLE X
COMPLIANCE WITH APPLICABLE LAW**

The undersigned certify that:

- 1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- 2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- 3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

**ARTICLE XI
MISCELLANEOUS**

- 1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
- 2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
- 3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- 4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
- 5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, the **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

(Seal)

Name and Title: _____

ATTEST:

Name and Title: _____

In Process

EXHIBIT A
DETAILED ALPR MAINTENANCE WORK PLAN
ALPR PERMIT ID # ALPR-051-000006-5

Camera adjustments, solar panel cleaning, solar panel replacements, and camera replacements may be performed as needed at each location (listed below). Maintenance, if required, is to be done to Flock Safety specification by a Flock Safety Technician. The work plan is to include Mowing and Trimming of grass – Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic. Note: All major maintenance repair activities and activities that may interfere with traffic within the right of way project limits, such as travel closures, require the LICENESEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department Approval.

Flock Technician Tyler Webb, 470-833-8280, tyler.webb@flocksafety.com

No.	State Route	Mile Marker	Coordinates		Location Description
2	SR 21		32.1554733105 9877	-81.18120655 69788	SR 21 North Bound @ Bonny Bridge Rd. 6' from edge of pavement
3	SR 21		32.1642971954 41655	-81.18482952 215106	SR 21 South Bound @ Jimmy Deloach Pkwy 6' from edge of pavement
7	SR 30		32.19312670 346262	-81.22188756 684244	SR 30 East Bound just east of Benton Blvd. 6' from edge of pavement
8	SR 30	1	32.192304	-81.224958	#30 - 30 exiting city – WB; 12.2' from the fog line
9	SR 21	1	32.1429125165 4961	-81.17015660154898	#37 - Jimmy Deloach @ 21 – SB; 12.2' from the fog line

Certificate Of Completion

Envelope Id: 5230737A-E9DD-4BA2-9381-82492DF069C8
 Subject: 48400-501-IGOTO2601931/CITY OF PORT WENTWORTH
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 GDOT DocuSign Admin
 600 W Peachtree St, NW
 Atlanta, GA 30308
 gdot_contracts@dot.ga.gov
 IP Address: 143.100.53.13

Record Tracking

Status: Original
 3/26/2026 10:24:12 AM
 Security Appliance Status: Connected

Holder: GDOT DocuSign Admin
 gdot_contracts@dot.ga.gov
 Pool: StateLocal

Location: DocuSign

Signer Events

Kerry Thomas
 kthomas@portwentworthga.gov
 Security Level: Email, Account Authentication
 (None)

Signature

Timestamp

Sent: 3/26/2026 11:16:37 AM
 Viewed: 3/26/2026 11:32:14 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/26/2026 11:32:14 AM
 ID: b8b2d39f-fbd7-41fc-8e48-a1608a83380e

In Process

Nathan Jentzen
 njentzen@portwentworthga.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Russell R McMurry
 catscommissioner@dot.ga.gov
 Security Level: In Session

Electronic Record and Signature Disclosure:
 Accepted: 7/26/2021 12:44:29 PM
 ID: 300af4e1-68da-47c5-887e-c649aaedd680

Angela O. Whitworth
 catstreasureratattest@dot.ga.gov
 Security Level: In Session

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events		
Status	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2026 11:16:38 AM
Payment Events		
Status	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.



City Council
 7224 GA Highway 21
 Port Wentworth, GA 31407

Meeting: 04/16/26
 Department: Administration
 Category: Agreement
 Prepared By: Zahnay Smoak
 Department Head:

SCHEDULED

AGENDA ITEM (ID)

DOC ID:

Ratification of Development Agreement With Landco

Issue/Item: Ratification of previously passed Development Agreement with Landco.

Background:

Landco Main LLC is one of the developers of the Port Wentworth Commerce Center. They have developed the overall property in stages and phases, as they acquired various land and started development.

The City previously passed a previous version of this Development Agreement on or about December 18, 2025. It is the opinion of the City Attorney that a previous version was included and presented to Council on that day. In order to clear up any ambiguity and make a clean and clear record, a correct and final version, ready for ratification, is attached hereto.

Facts and Finding:

Funding:

Recommendation:

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between PWCC Landco Main, LLC, a Delaware limited liability company (hereinafter referred to as “Developer”), and the Mayor and Council of the City of Port Wentworth, the lawfully elected governing authority of Port Wentworth, a political subdivision of the State of Georgia (hereinafter referred to as the “City”).

RECITALS:

Whereas, Developer is currently planning an industrial development on approximately 200.91 acres, as shown on the General Site Plan attached hereto as Exhibit “A” (the “Project”) located within the city limits of Port Wentworth; and

Whereas, Developer desires certain commitments from the City, with regard to the supply of potable water and wastewater services for the Project; and

Whereas, Developer desires the right by not the obligation to donate certain water and roadway improvements for public use; and

Whereas, the City desires certain commitments from Developer with regard to construction and dedication of the potable water system, sanitary sewer system, and roadway to City standards, the use by Developer of the City’s fiber optic, commitment to the vision of the City’s multi-use trail, and commitment to consider the use of the Port Wentworth Development Authority; and

Whereas the City finds that the desires and commitments contained herein are

consistent with and in furtherance of the goals, purposes, and to the benefit of the City of Port Wentworth and are in the public interest, it is hereby agreed as follows:

WITNESSETH:

Section 1. Definition.

Equivalent Residential Unit or ERU shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by the Savannah Water Service Agreement referred to in Section 2.A. herein.

Section 2. Utilities and Roadway.

A. Public Water

The exact capacity needed to serve the Project is not yet known. Developer's good faith estimate is that there will be a total of Two Million Thirty-Three Thousand (2,033,000) square feet of warehouse, with offices, requiring a total of seventy-eight (78) ERUs. Developer shall be responsible, at its sole cost and expense, to construct a public water main ("Water Main") to connect to the main shown on Exhibit "B" of the Development Agreement between SPH 21, LLC and the City dated December 21st, 2023 ("SPH Development Agreement"). The City has entered into a Water Service Agreement ("Savannah Water Agreement") with the City of Savannah to assure sufficient capacity to provide potable water to the City, to include this Project.

B. Sewer Facilities

Developer shall construct sanitary sewer lift stations and a public sewer force

main (the “Sewer Facilities”) to tie into the City’s sewer system. The Sewer Facilities shall be constructed in compliance with City standards. At the option of Developer, the Sewer Facilities shall be dedicated to the City and the City shall accept the Sewer Facilities if completed in compliance with City standards. The City has constructed a municipal sewage treatment system having sufficient capacity to treat effluent from the Project. The City certifies that the Rice Creek lift station currently has sufficient capacity to pump effluent generated from the Project.

C. City Fiber Optic

Subject to the satisfaction of the provisions of Section 9 herein, Developer shall install and ensure connectivity to the City’s Fiber Optic network (the “Fiber Optic Cable”). Such infrastructure shall be treated as a utility and shall be conveyed to the City.

D. Road Extension, Highway 30 Intersection Improvements

Subject to the receipt of all necessary government approvals, Developer shall extend the road shown on Exhibit “B” of the SPH Development Agreement to Highway 30 opposite the City’s entrance to Anchor Park (“Roadway”). The road will be public to a point which is approximately five hundred (500) feet north of Highway 30. Beyond that point the road will initially be private. The City will be the applicant and will cooperate with the Developer to obtain the approval from the Georgia Department of Transportation of the intersection design attached hereto as Exhibit “B”. To help offset the cost already incurred by the City in the design and construction of the intersection, the Developer will contribute One

Million Eight Hundred Thousand Dollars (\$1,800,000.00) to the City within ten (10) days of approval of this Development Agreement. To reimburse Developer for the contribution to the City, Developer shall receive One Million Eight Hundred Thousand Dollars (\$1,800,000.00) in credits toward any fees (impact fees, building permit fees, etc.) due for the construction of any buildings within the (i) Project and (ii) the tract described in the SPH Development Agreement after the two currently under construction. The cost of the road on the Property, both the public portion and the private portion, as well as any traffic signal, shall be the responsibility of the Developer. Construction shall begin within three (3) years of receipt of all governmental approvals. The entire road shall be constructed in compliance with current City standards for a public road. Developer shall have the right, but not the obligation, to donate, and the City shall accept, the private portion of the road, at which time it shall be a public road. Prior to the donation of the private portion of the road, Developer and the City shall work in good faith to allow reasonable use by the public of the road after events at Anchor Park.

E. Future Potential Sanitary Sewer Force Main

There is a potential that adjacent or nearby property owners or developers will want to construct a sanitary sewer force main through the Property to serve their property located in the City. Developer will make commercially reasonable efforts to reserve a thirty (30) foot wide pathway (not an easement) for the potential future force main and in a location that, in Developer's sole and absolute discretion, does not interfere with the Project.

Section 3. Water, Sewer, and Utility Improvements.

- A. Developer has retained or will retain, subject to approval by the City, one or more competent professional engineers registered in the State of Georgia to design and oversee the construction of such improvements as are necessary to extend the City sewerage collection system and the City of Savannah water system to the Project and to distribute potable water within and from said property. The Improvements shall be constructed at Developer's sole expense. Developer shall ensure that the Improvements are of sufficient capacity to serve the Project but shall not be required to construct or design the Improvements larger than needed for the Project or reserve additional capacity to benefit properties outside of the Project.
- B. Subject to the satisfaction of the provisions of Section 10 herein, Developer shall ensure that the construction, materials, and installation of the fiber Optic Cable is compatible with the City's fiber optic system. The construction and installation of the Fiber Optic Cable throughout the Project shall be at Developer's sole expense.
- C. Developer shall provide for inspection of the Improvements by the design engineer during construction and shall ensure compliance with all City design and construction requirements. Developer shall provide to the City a statement from the design engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to pipes, bedding, thrust blocks, valves,

fire hydrants, pumps, and other related material and work meet the City's specifications and standards.

- D. Developer shall provide two (2) copies of "as built" drawings as well as providing necessary electronic format CAD of the Improvements signed by the design engineer and/or independent inspector. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and fire flow tests required by the City. All design, construction, inspection, and other costs incurred to construct the Improvements and connect to the City sewerage collection system and City of Savannah water system shall be borne by Developer. Developer shall hold the City harmless for and indemnify the City against any and all claims for damages or personal injuries caused by or arising from the acts or omissions of Developer, its agents, employees, representatives or contractors in connection with the performance of the construction of the Improvements.
- E. Upon completion of the construction of each of the Improvements, certification by the design engineer, provision of the "as built" drawings, and compliance with any other requirements imposed by the City pursuant to Section 3 herein, the City shall, upon dedication of the Water Main, and, possibly, the Fiber Optic Cable, the Sewer Facilities, and the Roadway ("Public Improvements"), and subject to approval of the City, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the Public Improvements if located within public

easements or rights-of-ways, up to but not including individual water or other metering points. This dedication shall include all rights, title, and interest that Developer has in the Public Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof.

- F. Upon completion of the Public Improvements, or, in the case of the Sewer Facilities or the Roadway, the donation of said private improvements as Public Improvements, Developer shall provide to the City a recordable plat(s) showing all public easements and/or rights-of-way that will contain Improvements that are to be owned and maintained by the City.
- G. Developer agrees to bear the cost of repairs to any Public Improvements accepted by the City for one (1) year following the date of acceptance, unless the repairs to the Public Improvements are the result of the negligent acts of the City, third parties, or improper maintenance by the City.

Section 4. Aid-to-Construction Fees.

- A. To assist in the payment of the cost of constructing the City’s sewage collection and treatment system and the aid-to-construction fee due to the City pursuant to the Savannah Water Agreement, Developer shall pay to the City aid-to-construction fees for the ERUs in the amount set by the Mayor and Council, for sewer collection and treatment (the “Aid-To-Construction Fee”). The Aid-To-Construction fee shall apply to all connections made within the Project and shall be due and payable as provided by this Agreement. Developer agrees that the Aid-To- Construction fees charged by the City to connect the facility to the City’s sewage collection and treatment system and City of Savannah water

system is reasonable.

- B. In consideration of the commitments made by Developer in this Agreement, the City should reserve 78 of ERU capacity for the Project. The ERUs may be assigned by Developer to any developer within the Project.

Section 5. Payment of Aid-To-Construction Fees.

Payment of Aid-To-Construction fees shall be made upon receipt of a building permit in accordance with Section 21-29(g) of the Code of the City of Port Wentworth.

Section 6. Other Fees

The provision of water and sewer services within the Project shall be subject to all other fees and charges established by ordinance or regulation of the Mayor and Council, including, but not limited to, tap and connection fees. Such fees and charges shall be due and payable as provided by the Mayor and Council. Such fees and charges may be changed from time-to-time by the Mayor and Council.

Section 7. User Rates.

The City shall charge Developer for water consumption and sewage collection and treatment as established by ordinance. Such fees and charges shall be due and payable as provided by the Mayor and Council. Such fees and charges may be changed from time-to-time by the Mayor and Council.

Section 8. Term; Renewal.

The initial term of this agreement shall be fifteen (15) years, commencing on _____, 2025 and ending on _____, 2040. Unless notice is provided to either party within six (6) months of this agreement's expiration, this agreement shall be renewed automatically on the same terms and conditions herein for an additional five (5) year period.

Section 9. City’s Fiber Optic.

Provided that the City offers fiber optic cable internet connection(s) at commercially reasonable rates, Developer shall use and encourage the developers within the Project to use the Fiber Optic Cable.

Section 10. Port Wentworth Development Authority.

The City has created the Port Wentworth Development Authority (“PWDA”) pursuant to Georgia state law. Provided that the PWDA has the right to use a sale-leaseback structure that results in up to one hundred percent (100%) abatement of ad valorem taxes, Developer shall make commercially reasonable efforts to utilize the PWDA whenever reasonably possible and shall encourage any other developers within the Project to do the same. This Section shall not prohibit or limit Developer from pursuing development partners outside of PWDA.

Section 11. Multi-Use Trails.

Where reasonable, Developer agrees to work with the City regarding the City’s multi-use trail plans. Developer recognizes the value and benefit of having a city-wide multi-use trail system and commits to cooperate with the City to realize this project as long as it does not, in Developer’s sole and absolute discretion, negatively impact the Project.

Section 12. Reserved.

Reserved

Section 13. Compliance with Laws.

Developer shall comply with all existing City ordinances, rules, and regulations, and any State and Federal law, rules, and regulations at the Project.

Section 14. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Venue for any action arising from this Agreement shall be filed in the Superior Court or State Court of Chatham County, Georgia.

Section 15. Entire Agreement.

This Agreement shall constitute the entire agreement between parties.

Section 16. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 17. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred

Section 18. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 19. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 20. Notices.

Any notice provided for or concerning this Agreement shall be made in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery or next day delivery by a nationally recognized overnight delivery service that provides evidence of delivery, as follows:

If to the City: City Manager, City of Port Wentworth
7224 GA Highway 21
Port Wentworth, Georgia 31407

If to Developer: PWCC LANDCO MAIN, LLC
DaVinci Building
3715 DaVinci Court – Suite 350
Peachtree Corners, Georgia 30092
Attn: Wes Hardy

Section 21. Excusable Delay.

Neither the City nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “force majeure”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party.

Section 22. Assignment.

This Agreement may be assigned in whole or in part by Developer without the prior written approval of the City. Developer shall promptly notify the City in the event of any assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

[INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer under seal, affixed, this _____ day of _____, 2025.

MAYOR AND COUNCIL OF
THE CITY OF PORT WENTWORTH

BY: _____
GARY NORTON, MAYOR

ATTEST: _____
CLERK OF COUNCIL

EXECUTED IN THE PRESENCE OF:

WITNESS

PWCC LANDCO MAIN, LLC,
a Delaware limited liability company

BY: _____
Name: _____
Title: _____

EXECUTED IN THE PRESENCE OF:

WITNESS

EXHIBIT "A"
Development



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

Meeting: 04/16/26
Department: Development Services
Category: Ordinance
Prepared By: Omar Senati Martinez
Department Head: Katie Dunnigan

SCHEDULED

AGENDA ITEM (ID)

DOC ID:

Consideration of the 2nd Reading of a Zoning Map Amendment Application has been submitted by Phillip R. McCorkle as Agent for PWCC Landco Main, LLC, requesting to rezone 18.58 of 33.91 acres from R-1 to I-1, to allow for industrial use. PIN #s 70976 02014, 70975 01013, 70975 01014 , located in the 1st Council District, off Wentworth Parkway.

Issue/Item: A Zoning Map Amendment Application has been submitted by Phillip R. McCorkle as Agent for PWCC Landco Main, LLC, requesting to rezone 18.58 of 33.91 acres from R-1 to I-1, to allow for industrial use. PIN #s 70976 02014, 70975 01013, 70975 01014 , located in the 1st Council District, off Wentworth Parkway.

Background:

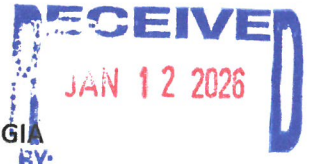
- The applicant requests I-1 zoning to "enhance access and development" of an approved industrial park.
- Adjacent properties are within the R-1 and I-1 zoning districts.

Facts and Finding:

- In order for these parcels to act as buffering between the industrial park and adjacent residential properties they must be considered as part of the developable site. For inclusion in to the developable site, the parcels must first have harmonious zoning with the existing industrial property.
- The Future Land Use map identifies these parcels as residential. However, it should be considered that no specific industrial development is proposed for these parcels.
- Approval of this rezoning would represent a shift of approximately .2% from R-1 to I-1

Funding: N/A

Recommendation:



APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Phillip R. McCorkle Phone # (912) 232-7416

Mailing Address: 319 Tattnall Street, Savannah, Georgia 31401

Property Owner: PWCC Landco Main, LLC Phone # (404) 358-1178

Use back if more than one owner

Owner Address: 5500 Equity Avenue, Reno, Nevada 89502

PIN #(s): 7-0976-02-014 & portions of 7-0975-01-014 & 7-0975-01-013 # of Acres 18.58

Zoning Classification: Present R-1 Requested I-I

Use of Property: Present Vacant Requested Addition to Industrial Development

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

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

Both the Jeffers Road Parcel and the Thomas Parcel are adjacent to property being developed as the Port Wentworth Commerce Center. The additional land will enhance access and development of the Center without interfering with established neighborhoods.

Attach the following documents:

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

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

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

Sworn to and subscribed before me this 7 day of January, 2026.

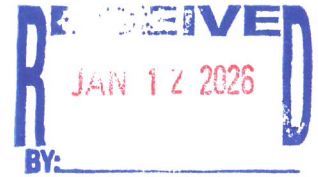
[Handwritten Signature]

Signature of Applicant

[Handwritten Signature]
Notary Public



260026

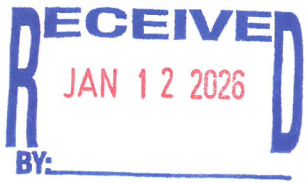


FORMER THOMAS TRACT

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PARCEL, OR TRACT OF LAND, LYING AND BEING IN THE 8TH G.M.D. OF CHATHAM COUNTY, GEORGIA, AND BEING IN 6.49 ACRE PORTION OF THE LAND NEAR THE BERRIEN ROAD, WEST OF AUGUST ROAD NEAR MONTIETH. SAID 6.49 ACRE TRACT IS MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON REBAR SET WITH CAP, BEARING THE HORIZONTAL COORDINATES OF NORTH:800,460.814', EAST:949,899.219'; THENCE N 15°31'35" E A DISTANCE OF 865.47' TO A 3X3" CONCRETE MONUMENT FOUND DISTURBED; THENCE N 86°44'28" E A DISTANCE OF 220.17' TO A 3X3" CONCRETE MONUMENT FOUND; THENCE N 44°44'58" E A DISTANCE OF 675.06' TO A 3X3" CONCRETE MONUMENT FOUND; THENCE S 30°17'01" W A DISTANCE OF 1516.53' TO A 3X3" CONCRETE MONUMENT FOUND; THENCE S 84°08'25" W A DISTANCE OF 22.33' TO A 3X3" CONCRETE MONUMENT FOUND; THENCE S 84°17'52" W A DISTANCE OF 140.45' TO A 5/8" IRON REBAR SET WITH CAP; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 282,952.6 SQUARE FEET, 6.496 ACRES.



NEW PARCEL JONES

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CHATHAM, STATE OF GEORGIA, 8TH G.M.D., AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR FOUND W/CAP (P.O.B.), BEARING THE GEORGIA STATE PLANE EAST HORIZONTAL COORDINATES OF NORTH: 806,796.04', EAST:952,758.69';

THENCE S 56°16'46" E A DISTANCE OF 433.96' TO A 5/8" REBAR FOUND W/CAP;

THENCE S 12°43'02" E A DISTANCE OF 5.97' TO A 1.5" OPEN TOP PIPE;

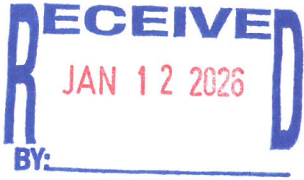
THENCE S 12°43'02" E A DISTANCE OF 294.56' TO A CALCULATED POINT;

THENCE S 76°48'35" W A DISTANCE OF 299.92' TO A CALCULATED POINT;

THENCE N 12°38'19" W A DISTANCE OF 617.47' TO A 5/8" REBAR FOUND W/CAP;

WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 137531.4 SQUARE FEET, 3.157 ACRES



NEW PARCEL BOWERS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CHATHAM, STATE OF GEORGIA, 8TH G.M.D., AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR FOUND W/CAP (P.O.B.), BEARING THE GEORGIA STATE PLANE EAST HORIZONTAL COORDINATES OF NORTH: 806,796.04', EAST:952,758.69';

THENCE S 12°38'19" E A DISTANCE OF 617.47' TO A CALCULATED POINT;

THENCE S 76°48'35" W A DISTANCE OF 448.23' TO A CALCULATED POINT;

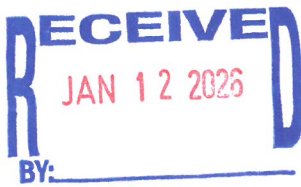
THENCE N 13°11'25" W A DISTANCE OF 372.41' TO A 5/8" REBAR FOUND;

THENCE N 13°11'25" W A DISTANCE OF 730.56' TO A 6X6" CONCRETE MONUMENT FOUND DISTURBED (AXLE FOUND ADJACENT);

THENCE S 56°16'46" E A DISTANCE OF 664.84' TO A 5/8" REBAR FOUND W/CAP (P.O.B.);

WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 388851.2 SQUARE FEET, 8.927 ACRES



Properties Within 300 Feet

Former Thomas Parcels

3rd St

Pin # 70976D03003

Property Address:

3rd St

Port Wentworth, Georgia 31407

Mailing Address:

Hines Frank & Irene

18 Fluke St

Savannah, Georgia 31405

3rd St

Pin # 70976D04005

Property Address:

3rd St

Port Wentworth, Georgia 31407

Mailing Address:

SPH 21, LLC

5 Concourse Parkway Ste 200

Atlanta, Georgia 30328

Punkin Bridge Rd

Pin # 70976 02007

Property Address:

Punkin Bridge Rd

Port Wentworth, Georgia 31407

Mailing Address:

Willie Steele Place, LLC

4 Marsh Harbor Dr N

Savannah, Georgia 31401

4th St

Pin # 70976D05001 & 70976D06001

Property Address:

4th St

Port Wentworth, Georgia 31407

Mailing Address:

Gaulden Charmel & Chacana

2402 AP Tureaud Avenue

New Orleans, Louisiana 70119

Saussy Rd

Pin # 70976 02014A

Property Address:

Saussy Rd

Port Wentworth, Georgia 31407

Mailing Address:

Jackson Matthew Jerome Sr

3 Winoka Dr

Garden City, Georgia 31408

Jeffers Road Parcels

206 Grant Rd

Pin # 70975 01012C

Property Address:

206 Grant Rd

Port Wentworth, Georgia 31407

Mailing Address:

Steele Willie Lee

206 Grant Rd

Savannah, Georgia 31407

202 Grant Rd

Pin # 70975 01012

Property Address:

202 Grant Rd

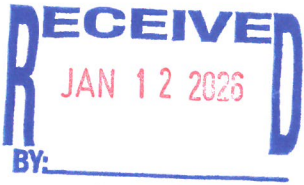
Port Wentworth, 31407

Mailing Address:

Steele Fred Jr

202 Grant Rd

Savannah, Georgia 31407



AUTHORIZATION OF PROPERTY OWNER
Application for Rezoning or Variance

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

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

Name of Applicant: Phillip R. Mccorkle
Address: 319 Tattnall Street, Savannah, Georgia 31401

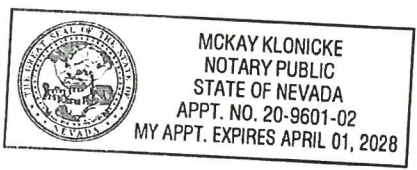
Telephone Number: **(912) 232-7416**

PWCC Landco Main, LLC
By: [Signature]
Signature of Owner
Its: **C. Douglas Lanning**
Chief Financial Officer

Personally appeared before me
MCKAY KLONICKE

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

[Signature]
Notary Public
01/05/2026
Date



RECEIVED
JAN 12 2026
 BY: _____

TOTAL ACREAGE: 1,059.72 AC



PLANS OF
 AT
 PWCC INDUSTRIAL DEVELOPMENT
 GA HWY 21 - PORT WENTWORTH, GA

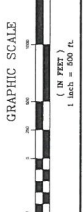


CONSULTING ENGINEERS • LAND SURVEYORS • LAND PLANNERS
 ARCHITECTS • LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
 179 West Street, Suite 2, Seaside, Georgia 31516 Phone: 770.221.1933
 Fax: 770.221.1934 Email: info@kernco.com Website: kernco.com

DATE: _____
 BY: _____
 TITLE: _____

PROJECT NO.: _____
 SHEET NO.: _____
 TOTAL SHEETS: _____
 DATE: _____
 CLIENT: _____
 PROJECT: _____
 DRAWN BY: _____
 CHECKED BY: _____
EX-A

UTILITIES PROTECTION CENTER
 811
 BEFORE YOU DIG, CALL 811. BEFORE YOU DIG, CALL 811. BEFORE YOU DIG, CALL 811. BEFORE YOU DIG, CALL 811. BEFORE YOU DIG, CALL 811.
 NOT FOR CONSTRUCTION FOR PERMITTING PURPOSES ONLY!





City Council
7224 GA Highway 21
Port Wentworth, GA 31407

Meeting: 04/16/26
Department: Development Services
Category: Ordinance
Prepared By: Omar Senati Martinez
Department Head: Katie Dunnigan

SCHEDULED

AGENDA ITEM (ID)

DOC ID:

Consideration of the 2nd Reading of a Zoning Map Amendment Application has been submitted by City of Port Wentworth, requesting to rezone 3.317 of 61.82 acres from R-4 to C-1, to allow for a medical center. PIN # 70978 05013, located in the 3rd Council District, on Anchor Park Boulevard.

Issue/Item: A Zoning Map Amendment Application has been submitted by City of Port Wentworth, requesting to rezone 3.317 of 61.82 acres from R-4 to C-1, to allow for a medical center. PIN # 70978 05013, located in the 3rd Council District, on Anchor Park Boulevard.

Background:

- The parcel is within Anchor Park; a City-owned development proposing a variety of recreational, entertainment, institutional, and commercial uses.
- Port Wentworth City Council voted to approve the transfer of this property to the Port Wentworth Development Authority on February 19, 2026.
- Adjacent properties are within the R-1 and R-4 zoning districts.
- The current R-4 (mixed residential) zoning of the parcel does not permit commercial medical uses.

Facts and Finding:

- Section 25.70.F(4) of the City of Port Wentworth Code of Ordinances, Zoning Ordinances describes outpatient medical facilities as a use which falls under General Offices and Services.
- Table 4.30 of the City of Port Wentworth Code of Ordinances, Zoning Ordinances shows that General Office and Services are permitted uses within the C-1 (Neighborhood Commercial) zoning district.
- Approval of this rezoning would represent a shift of approximately .035% of land use from R-4 to I-1.

Funding: N/A

Recommendation:

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: City of Port Wentworth Phone # 912-999-2084

Mailing Address: 7224 Hwy 21, Port Wentworth GA, 31407

Property Owner: Same as Applicant Phone # _____
Use back if more than one owner

Owner Address: _____

PIN #(s): 70978 05013 # of Acres 3.32 of 61.82

Zoning Classification: Present R-4 Requested C-1

Use of Property: Present vacant Requested medical/surgical center

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

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

Anchor Park is a dynamic, mixed use destination with current R-1, R-4, and C-2 zoning. As the park becomes defined by a variety of uses, the zoning must be changed appropriate to use. C-1 allows for a medical center.

Attach the following documents:

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

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

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

Sworn to and subscribed before me this 26th day of January, 2026

[Signature]
Signature of Applicant

[Signature]
Notary Public



25412.1012 Survey DWG 0412 1012045 Parcel Easement, Feb 11, 2024, 2:15:53 PM

THIS SPACE RESERVED FOR THE CLERK OF SUPERIOR COURT

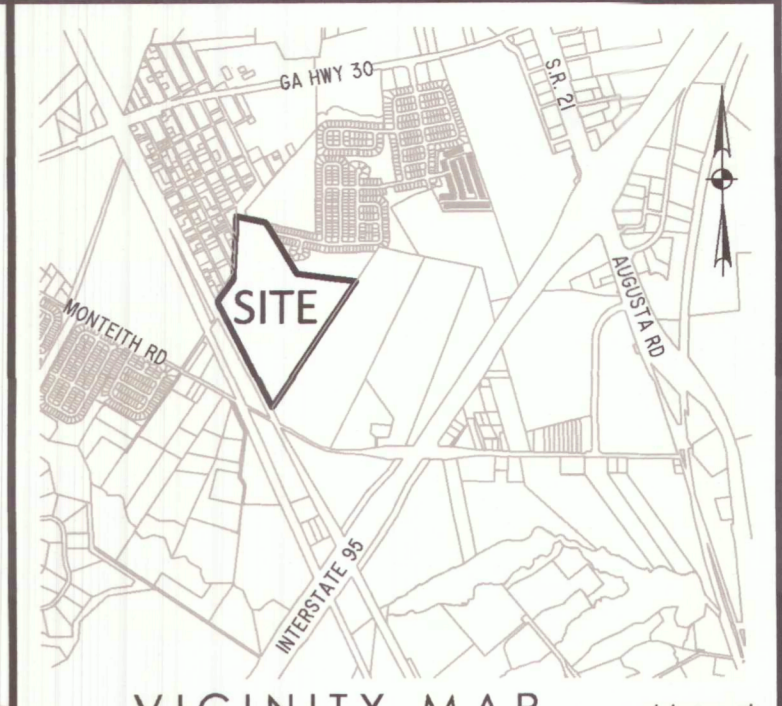
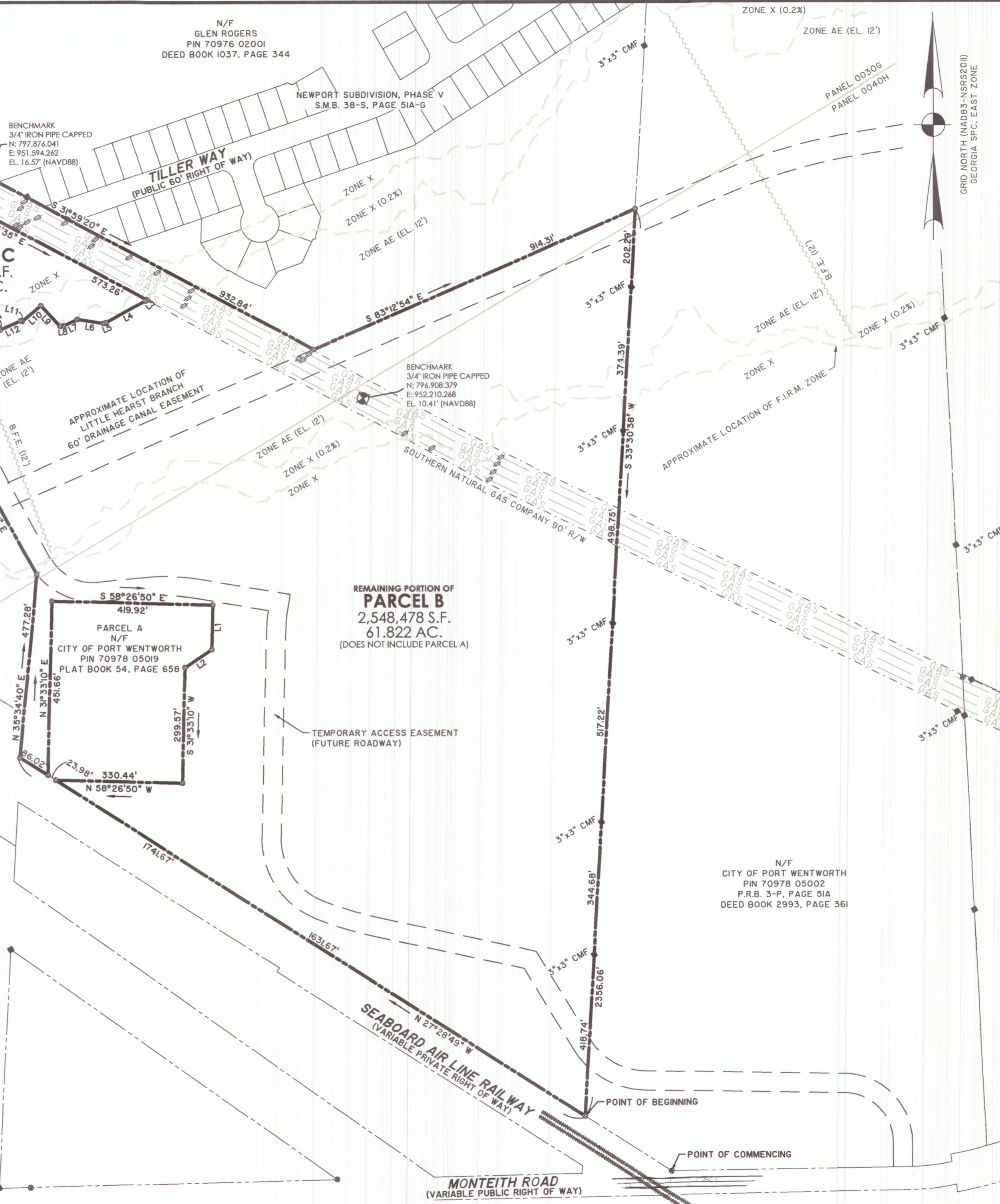
REFERENCES
1. RECOMBINATION PLAT OF TRACT 2-B, MEADOW LAKES II, PREPARED FOR THE CITY OF PORT WENTWORTH, BY THOMAS AND HUTTON, DATED DECEMBER 18, 2024, RECORDED IN PLAT BOOK 54, PAGE 658, CHATHAM COUNTY RECORDS.

LEGEND
● BENCHMARK
○ MEANDER POINT (NO MONUMENT)
■ CONCRETE MONUMENT (FOUND)
□ CONCRETE MONUMENT (SET)
● IRON PIPE (FOUND)
○ IRON PIPE (SET)
● IRON REBAR (FOUND)
○ IRON REBAR (SET)
— UNDERGROUND UTILITY LINE MARKER

LINE TABLE

LINE	BEARING	LENGTH
L1	S 31°33'10" W	116.18'
L2	S 86°33'19" W	84.13'
L3	S 75°14'50" W	4.52'
L4	N 88°47'56" W	117.07'
L5	N 81°40'14" W	6.03'
L6	N 50°36'31" W	69.75'
L7	N 85°29'49" W	38.91'
L8	N 67°16'54" W	9.87'
L9	N 13°07'40" W	73.77'
L10	S 79°31'01" W	62.75'
L11	N 43°38'53" W	5.22'
L12	N 83°21'04" W	58.74'
L13	N 02°47'49" W	6.77'
L14	N 62°23'40" W	61.75'
L15	N 51°54'12" W	62.11'
L16	S 83°07'53" W	64.12'
L17	S 77°00'57" E	61.78'
L18	N 77°00'57" W	123.10'

NOTES
1. FIELD EQUIPMENT USED FOR THIS SURVEY: GEOMAX ZOOM90 R2
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 58,287 FEET, AN ANGULAR ERROR OF 6" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
3. ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
4. THIS PLAT HAS A PRECISION OF ONE FOOT IN 793,237 FEET.
5. ELEVATIONS ARE BASED ON NAVD88, UNLESS OTHERWISE NOTED.
6. COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
7. ACCORDING TO F.I.R.M. MAP NO. 13051C, PANELS 0030G AND 0040H, REVISED AUGUST 16, 2018, THE PROPERTY SHOWN ON THIS PLAT LIES WITHIN SPECIAL FLOOD HAZARD AREA ZONE AE (BASE FLOOD ELEVATION 12') AND IN AN AREA OF 0.2% ANNUAL CHANCE FLOOD IN ZONE X (SHADED). PLAT SHALL NOT BE USED FOR FLOOD ZONE DETERMINATION. FLOOD ZONE LINE SHOWN HEREON SHOULD BE CONSIDERED APPROXIMATE. IT IS THE RESPONSIBILITY OF THE OWNER TO REFERENCE CURRENT FEMA FLOOD INSURANCE RATE MAPS (F.I.R.M.) THE FEMA MAPS CHANGE PERIODICALLY AND MAY VARY FROM WHAT IS SHOWN HEREON.
8. WETLANDS THAT MAY EXIST ON THE PROPERTY ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
9. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE. THE EXACT LOCATION, SIZE, TYPE AND DEPTH OF UNDERGROUND UTILITIES SHOWN HEREON OR ANY OTHER UTILITIES THAT MAY EXIST, CAN ONLY BE DETERMINED VIA AN EXCAVATION OF THE UTILITY.
10. TAX MAP NUMBER: 70978 05013
PROPERTY OWNER: CITY OF PORT WENTWORTH (PER TAX RECORDS)
TITLE REFERENCE: DEED BOOK 971, PAGE 710
11. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
12. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE. WHERE A CONFLICT EXISTS BETWEEN THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND O.C.G.A. 15-6-67, THE REQUIREMENTS OF LAW PREVAIL.



CITY OF PORT WENTWORTH APPROVAL
THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:
APPROVED BY THE PORT WENTWORTH CITY MANAGER
Oliver Scott Murray 2/19/2024
CITY MANAGER OR APPROVED REPRESENTATIVE DATE

SURVEYOR'S CERTIFICATION
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED LAND SURVEYOR
2/11/2020 No. 3338
MATTHEW D. JONES
MATTHEW D. JONES
GEORGIA REGISTERED LAND SURVEYOR
RLS #3338 / LSF #145
jones.m@thomasandhutton.com

MINOR SUBDIVISION OF
PARCEL B
BEING A PORTION OF
TRACT 2B, MEADOW LAKES II
8TH G.M. DISTRICT, CITY OF PORT WENTWORTH,
CHATHAM COUNTY, GEORGIA
prepared for
CITY OF PORT WENTWORTH

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

Scale: 1 INCH = 200 FEET
200 0 200 400
plot drawn reviewed field crew
02/11/2026 MDJ MDJ 8/14/2023 BJ/JH
job 25412.1012 SHEET 1 OF 1



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

Meeting: 04/16/26
Department: Development Services
Category: Ordinance
Prepared By: Omar Senati Martinez
Department Head: Katie Dunnigan

SCHEDULED

AGENDA ITEM (ID)

DOC ID:

Consideration of the 1st Reading of a Zoning Map Amendment Application has been submitted by Whitney L. Williams, requesting to rezone 2.73 acres from R-1 to C-1, to allow for office use. PIN # 70978 04001, located in the 3rd Council District, at 640 Meinhard Road. 1st Reading
•
PUBLIC HEARING

Issue/Item: A Zoning Map Amendment Application has been submitted by Whitney L. Williams, requesting to rezone 2.73 acres from R-1 to C-1, to allow for office use. PIN # 70978 04001, located in the 3rd Council District, at 640 Meinhard Road.

Background:

- The applicant wishes to rent the existing dwelling as office and to allow for future sale of the property as commercial.
- The adjacent property at 630 Meinhard Rd was approved for rezoning to C-1 on February 19, 2026.
- 640 Meinhard Rd was granted a variance by the Zoning Board of Appeals on May 5, 2025 to operate WCE, a Contractor Facility on site. WCE has since discontinued operations at this location and the proposed office represents a lower intensity use than allowed under the variance.

Facts and Finding:

- Table 4.30 of the City of Port Wentworth Code of Ordinances, Zoning Ordinances shows that General Office and Services are permitted uses within the C-1 (Neighborhood Commercial) zoning district.
- The Future Land Use Map identifies this parcel as "Mixed Use" which promotes: "... *lower intensity services and retail which support them. Emphasis is placed on interconnectivity, multi-use buildings, or walkability between uses and, ideally, mixed use areas. Additional amenities for passive or active recreation and greenspace should be strongly considered.*"
- Adjacent properties are zoned C-1 to the East, R-1 to the West. There is a railway along the Northern boundary and the property is within close proximity to the Meinhard Road entrance of Anchor Park.
- Approval of this rezoning would represent a shift of .029% from R-1 to C-1 zoning.

Funding: N/A

Recommendation:

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Whitney L. Williams Phone # 912.677.2402

Mailing Address: 640 Meinhard Rd, Port Wentworth, GA 31407

Property Owner: WCE ENTERPRISES, INC, Phone # 912.677.2402

Use back if more than one owner

Owner Address: 640 Meinhard Rd, Port Wentworth, GA 31407

PIN #(s): 7097804001 # of Acres 2.73

Zoning Classification: Present R-1 Single Family Residential Requested C-1 Commerical

Residential with Variance Office/Retail/Multi-

Use of Property: Present Construction & Trucking Requested Family/Restaurant

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

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

The adjacent property (630 Meinhard Rd) is being zoned Commercial with the same usage.

Attach the following documents:

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

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

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

Sworn to and subscribed before me this 12th day of February, 2020

James W. Ring II
Notary Public



[Signature]
Signature of Applicant

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: Whitney L. Williams

Address: 640 Meinhard Rd, Port Wentworth, GA 31407

Telephone Number: 912.677.2402



Signature of Owner

Personally appeared before me

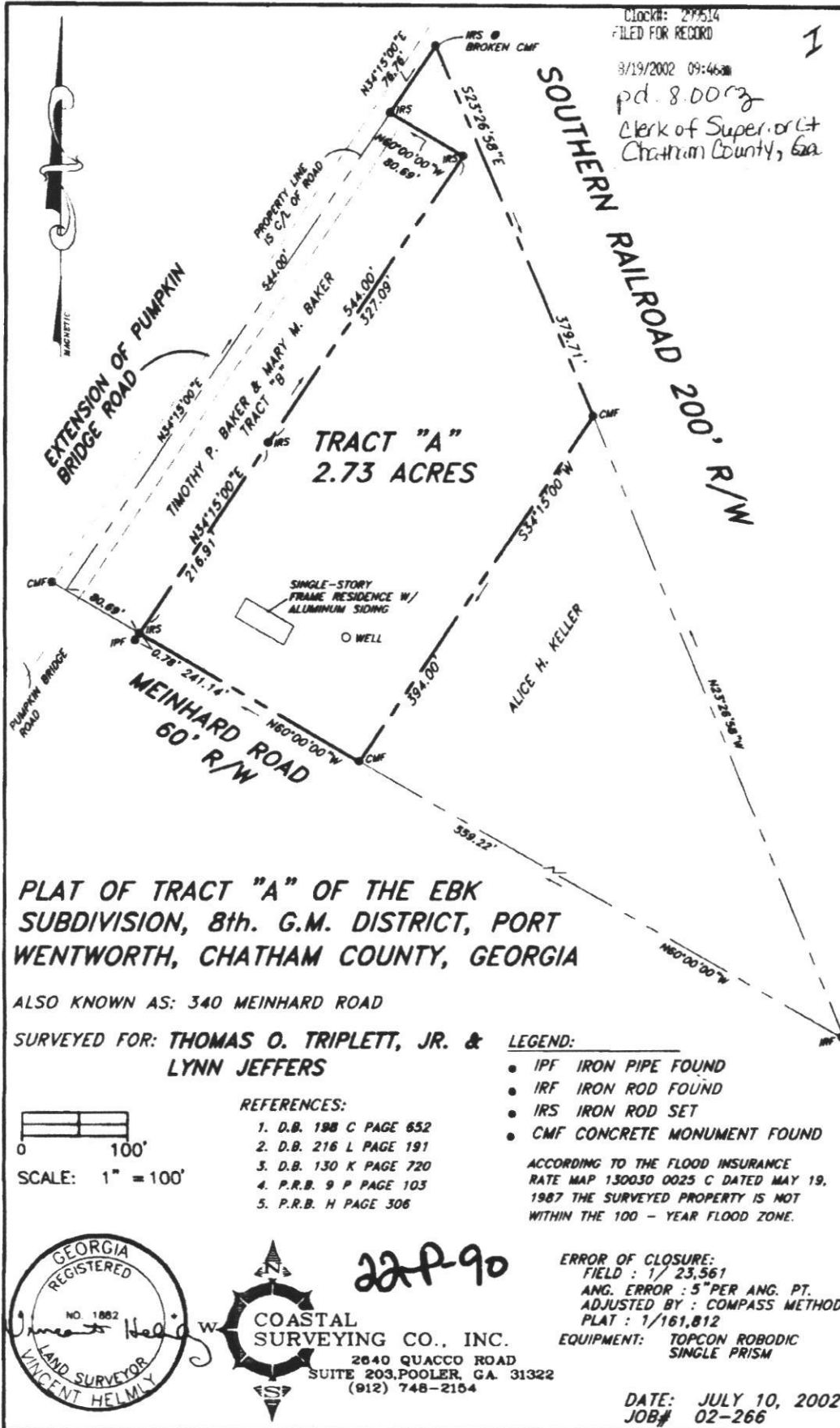
Whitney L. Williams

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

James W. Ring II
Notary Public

2/12/26
Date





Clock# 299514
FILED FOR RECORD
9/19/2002 09:46:00
pd. 8.0003
Clerk of Superior Ct
Chatham County, Ga

SCALE: 1" = 100'







City Council
7224 GA Highway 21
Port Wentworth, GA 31407

Meeting: 04/16/26
Department: Administration
Category: Resolution
Prepared By: Zahnay Smoak
Department Head:

SCHEDULED

AGENDA ITEM (ID)

DOC ID:

Resolution Imposing a Moratorium on the Acceptance of Any Permit Application or Plans Regarding Mobile or Manufactured Homes, or Mobile or Manufactured Home Communities in any Zoning District

Issue/Item: Port Wentworth is experiencing extreme growth and development for residential properties and needs to be properly planned, including Mobile or Manufactured Homes and Mobile or Manufactured Home Communities.

Background: The City has seen a population growth of over 30% in just the last 3 years, with an accompanying growth and demand in housing

Facts and Finding:

Mayor and Council are vested with powers to regulate property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City; such powers include acceptance of site plans, other plans, and associated building and inspection permits.

Mayor and Council recognize that staff are continually reviewing and updating the Strategic Plan, Comprehensive Plan, Downtown Development Plan, Transportation Plan, Stormwater Plan, Future Land Use Plan, and Pedestrian/Trail Plan, and reviewing current and future infrastructure needs and trends. All of these features are necessary for the long-term future of our community and should be explored and evaluated.

The Moratorium Resolution provides a period of time for a pause in accepting any permit application or plans regarding mobile or manufactured homes, or mobile or manufactured home communities in any zoning district, which the staff will use to develop cohesive and coherent policy to promote community development through stability, predictability, and balanced growth, which will further the prosperity of the City as a whole. This Moratorium shall not affect a development’s ability to use a mobile or manufactured structure for a temporary office, per the City’s Zoning Ordinance.

The Moratorium shall run through six (6) months upon the passage and approval of the Resolution, to expire on October 31, 2026 or earlier by vote of this Council.

Funding:

Recommendation:

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

RESOLUTION OF THE CITY OF PORT WENTWORTH

A RESOLUTION IMPOSING A MORATORIUM ON THE ACCEPTANCE OF ANY PERMIT APPLICATION OR PLANS REGARDING MOBILE OR MANUFACTURED HOMES, OR MOBILE OR MANUFACTURED HOME COMMUNITIES IN ANY ZONING DISTRICT; LIMITED FOR A PERIOD NOT TO EXCEED THROUGH SIX (6) MONTHS WHILE THE CITY CONSIDERS UPDATES TO ITS ZONING ORDINANCE, COMPREHENSIVE PLAN, AND FUTURE LAND USE MAP AND REVIEWS INFRASTRUCTURE NEEDS AND TRENDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE AND EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, recent development trends in the City of Port Wentworth suggest that current trends for housing, in all forms, may not be adequately addressed by the current City zoning ordinances, comprehensive plan, and future land use map and infrastructure needs and trends;

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

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

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

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

WHEREAS, the Mayor and Council has found that the interests of the public necessitate the enactment of a moratorium for the acceptance of any permit application or plans regarding mobile or manufactured homes, or mobile or manufactured home communities in any zoning district for health, safety, morals, and general welfare purposes by means which are reasonable and not unduly oppressive;

WHEREAS, the Mayor and Council has, as a part of planning, zoning, and growth management, been in review of its zoning ordinances, comprehensive plan, and future land

use map and reviews infrastructure needs and trends, and has been studying the City's best estimates and projections of the anticipated developments within Port Wentworth;

WHEREAS, the Mayor and Council deems it important to prudently and deliberately develop its zoning ordinances, comprehensive plan, and future land use map and reviews infrastructure needs and trends in a manner which integrates the above-mentioned concerns and therefore considers a moratorium a proper exercise of its police powers;

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

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

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

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

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

WHEREAS, the Mayor and City Council is evaluating possible revisions to the City's zoning ordinances, comprehensive plan, and future land use map and considering future infrastructure needs and trends with respect to mobile or manufactured homes, or mobile or manufactured home communities in any zoning district so as to address current development trends; and

WHEREAS, it is in the best interest of the citizens of the City to place a moratorium on the acceptance of any permit application or plans regarding mobile or manufactured

homes, or mobile or manufactured home communities in any zoning district until the review is completed.

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

1. It is hereby determined that the City's zoning ordinances, comprehensive plan, and future land use map and infrastructure needs and trends require review as they relate to the acceptance of any permit application or plans regarding mobile or manufactured homes, or mobile or manufactured home communities in any zoning district; that substantial detriment and irreparable harm may result if further regulation of mobile or manufactured homes, or mobile or manufactured home communities in any zoning district is needed and not implemented; that such review requires that there be a cessation of limited duration of all the acceptance of any permit application or plans regarding mobile or manufactured homes, or mobile or manufactured home communities in any zoning district; and that it is necessary and in the public's interest to delay, for a reasonable and finite period of time, the acceptance of any permit application or plans regarding mobile or manufactured homes, or mobile or manufactured home communities in any zoning district to ensure that the design, development, and location of such are consistent with the long-term planning objectives of the City.

2. There is hereby imposed a moratorium on the acceptance of any permit application or plans regarding mobile or manufactured homes, or mobile or manufactured home communities in any zoning district by City staff.

3. The duration of this moratorium shall be until the City lifts this moratorium by vote of the Mayor and Council, or until 5:00pm on October 31, 2026, whichever date is earliest.

4. This moratorium shall have no effect upon completed and accepted permit application or plans regarding mobile or manufactured homes, or mobile or manufactured home communities in any zoning district applications which have been accepted for processing by the City's staff prior to the effective date of this Resolution, or the initial moratorium resolution; nor shall the moratorium have an effect on applications occurring before such effective date.

5. This moratorium shall have no effect upon application approvals occurring before the effective date of this Resolution.

6. Further, this moratorium shall have no effect upon a mobile or manufactured home being used or part of any permit or plans pursuant to Zoning Ordinance Sec. 25.70(I), Offices and Services, Temporary Office.

7. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Mayor and Council that, to the

greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgement or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional, or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

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

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

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

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

APPROVED AND ADOPTED by the Mayor and Council of Port Wentworth, Georgia,
this the 16th day of April, 2026.

TRACY SAUNDERS, Mayor

ZAHNAY SMILEY, Clerk of Council