



CITY OF PORT WENTWORTH

CITY COUNCIL

JULY 27, 2023

Council Meeting Room

Regular Meeting

7:00 PM

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

1. CALL MEETING TO ORDER

2. PRAYER AND PLEDGE OF ALLEGIANCE

3. ROLL CALL - CLERK OF COUNCIL

4. APPROVAL OF AGENDA

5. RECOGNITION OF SPECIAL GUESTS

6. PUBLIC COMMENTS - REGISTERED SPEAKERS

7. ELECTIONS & APPOINTMENTS

8. ADOPTION OF MINUTES

- A. Regular Council Meeting Minutes - June 8, 2023
- B. Regular Council Meeting Minutes - June 20, 2023
- C. Regular Council Meeting Minutes - June 22, 2023

9. COMMUNICATIONS & PETITIONS

- A. Red Cross Blood Drive

10. COMMITTEE REPORTS

11. CONSENT AGENDA

- A. MOU to join multi-jurisdictional SWAT Team

12. UNFINISHED BUSINESS

- A. Authorization Limit – 2nd Reading

13. NEW BUSINESS

- A. Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 1) for the purpose of a Single-Family Rental Subdivision

- Public Hearing
- Action

- B. Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 2) for the purpose of a Single-Family Rental Subdivision
 - Public Hearing
 - Action
- C. Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 3) for the purpose of a Single-Family Rental Subdivision
 - Public Hearing
 - Action
- D. Site Plan Review Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) for a Specific Development Site Plan to allow a Single-Family Rental Subdivision (Wentworth Grove) in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance)
 - Public Hearing
 - Action

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

- A. NLC Small City Proclamation
- B. National Night Out Proclamation
- C. Port Wentworth Development Authority Authorizing Resolution
- D. Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer, for PIN #'s 70976 01055 & 70976 01041Y, (1100 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District (R-5 Multi-Family Residential, under Newly Adopted Zoning Ordinance) for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (1ST READING)
 - Public Hearing
 - Action
- E. Budget Amendment for The Year Ending 6/30/2024
 - Public Hearing
 - Action

15. EXECUTIVE SESSION

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

16. ADJOURNMENT



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

DRAFT

AGENDA ITEM (ID # 2862)

Meeting: 07/27/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

11.A

DOC ID: 2862

MOU to join multi-jurisdictional SWAT Team

Issue/Item:

Memorandum to formalize an agreement between CHATHAM and PWPd as it pertains to adding officers to the Chatham County SWAT team.

Background:

Law enforcement executives for the various police departments in Chatham County have discussed and developed and plan that would increase the level of safety in our jurisdictions, by combining resources from all agencies in Chatham County. This initiative will provide increased resources to address critical emergency incidents in Port Wentworth and surrounding jurisdictions.

Facts and Findings:

Geographically, CHATHAM and PWPd share common areas that often share overlapping demands for law enforcement responses and services. These responses are often to high risk/critical incidents requiring specially trained tactical teams. With the signing of this MOU, our goal is to reduce the risk of injury or loss of life to our residents, law enforcement officers, and suspects; and increases the likelihood of successful resolutions of critical incidents through the increased capabilities provided.

Funding:

no additional

Recommendation:

Approval

ATTACHMENTS:

- 23.07.27 - MOU re SWAT - Chatham & PWPd (DOCX)

MEMORANDUM OF UNDERSTANDING BETWEEN THE CHATHAM COUNTY SHERIFF'S OFFICE, CHATHAM COUNTY POLICE DEPARTMENT AND PORT WENTWORTH POLICE DEPARTMENT FOR THE FORMALIZATION OF EFFORTS IN FURTHERANCE OF THE COLLABORATIVE CAPABILITIES AND READINESS FOR SPECIAL WEAPONS AND TACTICS (SWAT) TEAMS

This contract is dated for identification this day ____ of _____ 2023, and is made by and between the SHERIFF AND CHIEF OF POLICE OF CHATHAM COUNTY, Georgia, and the PORT WENTWORTH POLICE DEPARTMENT Police Department, (hereinafter referred to as "CHATHAM" and "PWPD", respectively).

RECITALS

- a) CHATHAM and PWPD are in close proximity and share overlapping demands for law enforcement responses, often to high risk/critical incidents requiring specially trained tactical teams.
- b) CHATHAM and PWPD have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more effective and expeditious through the standardization of training, tactics, and equipment of their respective units.
- c) CHATHAM and PWPD have recognized that in order to successfully resolve a tactical situation, a chief law enforcement administrator must have the proper tactical options at his or her disposal. In situations which exceed the capabilities of normal law enforcement, the ability to effectively support or integrate the tactical resources of the two jurisdictions is ideal.
- d) CHATHAM and PWPD recognize that having highly trained and skilled tactical team, capable of providing support during a critical incident, and/or, fully capable of functioning as an integrated team when the situation dictates, reduces the risk of injury or loss of life to our residents, law enforcement officers, and suspects; and increases the likelihood of successful resolutions of critical incidents through the increased capabilities provided.
- e) Standardized and continuous training of our tactical personnel provide for a more expedient response in situations that are fluid, quickly evolving, and require the immediate response of personnel on duty or in close proximity to the situation at hand.
- f) The purpose of this document is to formalize an agreement between CHATHAM and PWPD as it pertains to adding officers to the CHATHAM COUNTY SWAT TEAM, so that they can more effectively provide support for one another; and/or operate as a fully integrated team when the incident warrants said response.
- g) CHATHAM and PWPD now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relation-ships resultant from that ongoing cooperative agreement. NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, it is agreed as follows.

1. ENTITIES' STATUS

It is formally agreed that the Chatham County Special Weapons and Tactics (SWAT) team will retain their status as separate and independent entities which possess the skills and capabilities to act as a fully integrated team when the situation dictates such response.

2. PURPOSE/MISSION STATEMENT

It is the intent of the signatories to achieve the following:

- a) Ensure that the training, tactics, equipment, and skill sets of the members of the SWAT team is mutually compatible to the greatest degree possible to further enhance the effectiveness and operational readiness as an integrated team.
- b) Provide for an enhanced rapid response tactical team which can be organized in the minimal amount of time possible for critical incidents where an immediate response is needed.

3. TERM

This agreement will take effect upon the signing of said document by all listed signatories, and will remain in full force and effect until the governing body of enters an intent of their withdrawal in writing.

4. PERSONNEL

CHATHAM will retain responsibility for the recruitment and selection of personnel for their respective SWAT teams. CHATHAM SWAT Commander may reject any candidate proposed for assignment to his or her respective SWAT team. The SWAT Team Commander's may remove any officer from his or her SWAT team for any or no reason. Personnel assigned to the SWAT team shall be full-time sworn members of their respective agency.

In addition:

- a) All participating personnel will attend scheduled training sessions.
- b) New personnel appointed to the SWAT team will be required to successfully complete a POST certified basic special weapons and tactics course as soon as practical.

5. PERSONNEL COSTS AND EXPENSES

Each agency will be responsible for all personnel costs and obligations associated with the staff it assigns to the SWAT team, including, but not limited to base salary, overtime salary and fringe benefits, Workers' Compensation and retirement benefits. Chatham County will provide all participating personnel with the requisite safety equipment which is set forth in the policy and procedures of the SWAT team.

6. POLICIES AND PROCEDURES

Each officer assigned to the CHATHAM COUNTY SWAT team will follow the policies and general orders of the CHATHAM COUNTY Special Weapons and Tactics Team when the team is activated.

7. AMENDMENTS/ENTIRE AGREEMENT

Amendments and/or modifications to this Agreement can be proposed at any time by either agency. No amendment shall be effective unless the amendment is in writing and signed by each of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party acknowledges that this Agreement contains the entire agreement between the parties.

Chatham County Sheriff

Date

Chatham County Chief of Police

Date

Port Wentworth Chief of Police

Date



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

DRAFT

Meeting: 07/27/23 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

12.A

AGENDA ITEM (ID # 2864)

DOC ID: 2864

Authorization Limit – 2nd Reading

Issue/Item: Authorization Limit Increase

Background: The USA is dealing with rapid inflation in all aspects of the economy. The City of Port Wentworth is also growing at an extremely fast rate and is facing increasing costs of labor, goods, services, utilities, and other items to maintain the good operation of the city.

Facts and Findings: It has been determined that the current authorization limit of \$25,000 restricts the ability of the City Manager to act quickly dealing with necessary repairs and needed infrastructure improvements. The US Construction Cost Index has gone up 14.1% year over year from 2022 to 2023. Therefore, the request is to increase this limit of the City Manager authorization limit to \$50,000.

Funding: N/A

Recommendation: Approve



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SUBMITTED

Meeting: 07/27/23 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2853)

DOC ID: 2853

Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 1) for the purpose of a Single-Family Rental Subdivision

Issue/Item: Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 1) for the purpose of a Single-Family Rental Subdivision

Background: This parcel is currently undeveloped land East of the Novare Multi-Family Apartments (Wentworth Park). A specific site plan for this parcel was approved by City Council on December 1, 2022 for a multi-family development with the appearance of a single family subdivision. The owner is requesting to subdivide the parcel into individual lots instead of developing as a multi-family project.

Facts and Findings: This is the Preliminary Plat Submittal for Wentworth Grove Phase 1 which includes forty-three (43) single family rental units on approximately 19.70 acres. Wentworth Grove Phase 1 will be located on Wentworth Grove Way and accessed through the entrance for Wentworth Park Apartments on Highway 21. The lots will be served by City of Port Wentworth Water and Sanitary Sewer utility's. The water and sanitary utility's are intended to be dedicated to the City of Port Wentworth for use and maintenance. The Civil Site Plan for this subdivision will be reviewed under a separate Site Plan Review Application. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Suburban Character Area. This project is located in City Council District 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, July 10, 2023 at 3:30 P.M. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE CONDITION THAT A DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE CITY OF PORT WENTWORTH BE IN PLACE PRIOR TO THE CITY COUNCIL APPROVING THE APPLICATION.**

ATTACHMENTS:

- Application Phase 1 (PDF)
- Declaration of Covenants (PDF)

- Phase 1 APO (PDF)
- Wentworth Grove Major Subdivision P-Plat 2023 - Timeline (DOCX)

SUBDIVISION APPLICATION FORM FOR THE CITY OF PORT WENTWORTH

Application Form Required

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

Subdivision Name: Wentworth Grove Phase 1	
Location: South end of Magnolia Avenue and east of Novare Multifamily Apartments	
Number of Lots: 43	Number of Acres: 19.70 Acres
PIN #(s): 7-0906-04-024	Current Zoning: MPO

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

- | | |
|--|--|
| A. <input type="checkbox"/> Sketch Plan
<input type="checkbox"/> Master Plan
<input checked="" type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Final Plat
<input type="checkbox"/> Revision to a Recorded Plat | B. <input checked="" type="checkbox"/> Major Subdivision
(4 or more lots or a new road)

<input type="checkbox"/> Minor Subdivision
(3 or less lots & no new road) |
|--|--|

Purpose of Subdivision:

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

Variances: (List all variances being requested)

None

Georgia DOT Review Not applicable-access provided through permitted entrance drive for Novare Multifamily

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

Previous Submittal

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

Yes _____ No X

If yes, what name? _____

Date Submitted: _____ PWPC File No: _____

Number of Required Prints

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

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

 X A copy of all existing deed restrictions or subdivision covenants applicable to this property are attached.
 _____ There are no added restrictions or subdivision covenants on this property. Proposed CC&Rs pending

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

Engineer/Surveyor: Scott K. Monson, Thomas and Hutton Engineering Co.

Address: 50 Park of Commerce Way City, State Zip: Savannah, GA 31405

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

Owner: Port Wentworth SFR LLC

Address: 1545 Peachtree Street, Suite 260 City, State Zip: Atlanta, GA 30309

Phone # 404-961-9888 Email: tandersen@novaregroup.com

Date: 06-07-2023

See attached list of adjacent property owners

[illegible]

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

By: Port Wentworth SFR, LLC
JRBorden
Signature of Owner

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

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

After recording return to:

EXECUTED IN STATE OF
COUNTY OF

DECLARATION FOR WENTWORTH GROVE

This Declaration for Wentworth Grove (“**Declaration**”) is made this the ____ day of _____, 2023, by Port Wentworth SFR, LLC, a Georgia limited liability company (“**Original Declarant**”).

Recitals

Original Declarant is the owner of the real property and beneficiary of an access easement in the City of Port Wentworth, Chatham County, Georgia, more particularly described on Exhibit “A” (collectively, the “**Submitted Property**”), and desires to implement a common plan of residential development and use of that property and any other property that is made subject to this Declaration from time to time, as stated in this Declaration.

Original Declarant by this Declaration intends for the Submitted Property to be established as a single family residential rental community, with Original Declarant owning all the Submitted Property, but provides a mechanism to amend this Declaration, including to allow for establishment of a community association to govern the Submitted Property if any of the lots or common area within the Submitted Property is in the future conveyed to a person who does not also own the remainder of lots and common area within the Submitted Property.

This Declaration reserves certain rights and easements to Original Declarant, including the right to amend this Declaration, the right to annex and subject additional property to, and withdraw property from, this Declaration, and the right to assign its rights, interests, and easements under this Declaration to a successor declarant.

The property submitted to this Declaration may include lots, common area, or future development area. Lots have voting rights as stated in this Declaration. Common area and future development area do not have voting rights.

Article 1. General Declaration

Original Declarant hereby subjects the Submitted Property to this Declaration and declares that the Submitted Property is now and in the future will be owned, held and conveyed subject to the covenants, conditions, restrictions, easements, reservations, and other matters stated in this Declaration.

Article 2. Definitions

Capitalized terms used in this Declaration have the meaning given to them in this Declaration, including this Article 2.

“Amendment” means any written instrument authorized by the Governing Documents and recorded in the Public Records that alters, amends, corrects, deletes, extends or modifies this Declaration.

“Applicable Law” means any rule, regulation, statute, order, ordinance, guideline, code or other legally enforceable requirement, including common law and local, state and federal laws in effect in the jurisdiction where the Submitted Property is located.

“Assignment of Declarant Rights” means a written instrument executed by Declarant and recorded in the Public Records that expressly assigns to a Person, in whole or in part, one or more of the rights reserved or granted to Declarant under this Declaration.

“Common Area” means the portion of the Submitted Property designated as common area pursuant to this Declaration, whether owned or held in or by fee simple, easement, leasehold, usufruct, or license, and that is provided, maintained or made available for the use, enjoyment and benefit of some or all of the Lots subject to this Declaration.

“Declarant” means the Person holding the status of Declarant from time to time, which is the Original Declarant as of the date of this Declaration, and any Successor Declarant to whom the status of Declarant is assigned by the Original Declarant, or by any Successor Declarant then holding the status of Declarant, as stated in Section 10.2, after assignment.

“Declarant Control Period” means the period commencing on the Declaration Date and ending on the earlier of: the date none of the Declarant Parties own any part of the Submitted Property or the Possible Expansion Property; the date Declarant records an instrument in the Public Records expressly ending the Declarant Control Period; or, if a community association is established by Declarant as stated in Article 11 by an Amendment that expressly establishes a community association, the end of the Class “B” Control Period described in Section 11.2(C).

“Declarant Parties” means Declarant and any affiliate of Declarant.

“Declarant Right” means one of the interests, easements, rights and privileges granted, excepted or reserved to Declarant in this Declaration.

“Declaration of Annexation” means a written instrument recorded in the Public Records pursuant to Article 7 annexing and subjecting property to this Declaration.

“Declaration of Withdrawal” means a written instrument recorded in the Public Records pursuant to Article 7 withdrawing property from this Declaration.

“Entry Road Access Easement” means the easement for access from the Submitted Property to U.S. Highway 21 as shown on the Subdivision Plat.

“Future Development Area” means any real property that is shown on a Subdivision Plat referenced in the legal description for the Submitted Property that is not identified as a Lot or Common Area.

“Governing Documents” means this Declaration and the Rules, as they may be amended from time to time, and, if a community association is established by Declarant as stated in Article 11 by an Amendment that expressly establishes a community association, the articles of incorporation, bylaws, and rules promulgated by the community association from time to time.

“Governmental Authority” means any federal, state, local government, or any court or any administrative, regulatory or other governmental agency, commission or authority or any non-governmental self-regulatory agency, commission or authority having jurisdiction over the Submitted Property.

“Improvement” means any land movement, building, structure, fixture, equipment, facility, fence, ditch, wall or other improvement, including any irrigation, hardscape, pervious or impervious improvement of any kind whatsoever, whether of a permanent or semi-permanent nature, that is constructed, installed, or placed on or under any Lot or any other part of the Submitted Property.

“Infrastructure” means any Improvement required for or determined by Declarant to be beneficial to the development, maintenance and operation of the Submitted Property or any Possible Expansion Property, including for drainage, utilities, access, and similar structures and systems.

“Lot” means a portion of the Submitted Property designated by Declarant as a lot on a Subdivision Plat.

“Majority Vote” means the affirmative vote of Owners holding more than 50% of the votes entitled to vote on any matter, with each Lot having one vote.

“Original Declarant” has the meaning given to it in the first paragraph of this Declaration.

“Owner” means as to a Lot, a Person holding fee simple title to all or an interest in the Lot.

“Person” means an individual, any type of partnership, corporation, business trust, limited liability company, joint stock company, trust, unincorporated association, joint venture or other business or corporate entity, or a Governmental Authority.

“Possible Expansion Property” means any real property located within 1 mile of the Submitted Property excluding the Submitted Property (but including any part of the Submitted Property if it is subsequently withdrawn from the Submitted Property).

“Public Records” means the Office of the Clerk of the Superior Court of Chatham County, Georgia, or such other office which may be designated as the official location for recording of deeds and similar documents affecting title to real estate in Chatham County, Georgia, from time to time.

“Rules” means those rules established and amended by Declarant from time to time.

“Subdivision Plat” means a plat of survey prepared by a Georgia Registered Land Surveyor and recorded in the Public Records that identifies part of the Submitted Property as a Lot, Common Area, or Future Development Area.

“Successor Declarant” means a Person to whom one or more of the Declarant Rights have been assigned as stated in Section 10.2.

“Super Majority Vote” means the affirmative vote of Owners holding 67% or more of the votes entitled to vote on any matter, with each Lot having one vote.

“Supplemental Declaration” means an instrument recorded in the Public Records pursuant to Article 7 that subjects all or part of the Submitted Property to additional covenants, conditions, restrictions, easements, reservations or other matters stated in the instrument.

“Work” means the building, erecting, installing or maintaining of any building, structure or other Improvement, including tree removal, site clearing, grading, filling, softscaping, hardscaping, and landscaping, or the making of any addition or exterior change to any building, structure or other Improvement, on any part of the Submitted Property, including razing or demolishing any building, structure or other Improvement, but excluding reasonable and routine maintenance of existing and approved Improvements.

Article 3. Submitted Property and Possible Expansion Property

Section 3.1 Submitted Property. The Submitted Property now includes, or may in the future include, Lots, Common Area, or Future Development Area.

A. Lots may be shown on the Subdivision Plat referenced in the legal description for the Submitted Property as Lots or as designated by Declarant in its discretion from time to time in a Supplemental Declaration, with the written consent of the Owner of the Lot if the Owner is not Declarant. A list of Lots is stated on the attached Lot and Common Area Schedule.

B. Common Area may be shown on the Subdivision Plat referenced in the legal description for the Submitted Property as Common Area or as designated by Declarant in its discretion from time to time in a Supplemental Declaration, with the consent of the owner of the Common Area if the owner is not Declarant. A list of Common Area is stated on the attached Lot and Common Area Schedule.

C. Future Development Area may be shown on a Subdivision Plat referenced in the legal description for the Submitted Property as Future Development Area. In addition, any part of the Submitted Property not designated by Declarant as a Lot or Common Area on a Subdivision Plat or in a Supplemental Declaration is and will remain Future Development Area until Declarant identifies it as a Lot or Common Area on a Subdivision Plat, or in an Amendment, Declaration of Annexation, or Supplemental Declaration, or withdraws it, or any portion of it, from this Declaration pursuant to a Declaration of Withdrawal.

Section 3.2 Possible Expansion Property. The Possible Expansion Property is not subject to this Declaration. All or any part of the Possible Expansion Property may in the future be made subject to this Declaration as stated in Article 7.

Article 4. Use Restrictions

Section 4.1 General. The Submitted Property is subject to the restrictive covenants stated in this Article, and any Rules established by Declarant from time to time, as all may be amended as stated in this Declaration. Any Person on or within the Submitted Property shall comply with these restrictive covenants and the Rules.

Section 4.2 Restricted Use and Development Activities. Without the prior written consent of Declarant, which consent Declarant may grant, condition, or deny in its discretion:

A. No Owner may apply for, join, or pursue a rezoning or amendment of the zoning of, or a variance for, a Lot or any part of the Submitted Property.

B. No Owner may subdivide or combine any Lot or any part of the Submitted Property, nor reconfigure or alter any boundary lines of a Lot in any manner.

C. No Lot or any part of the Submitted Property, including Common Area, may be partitioned.

D. No Person may subject any Lot or part of the Submitted Property to a condominium, interval, fractional, or time-share form of ownership, or other form of ownership or use program where the right to exclusive use of a Lot or any part of the Submitted Property rotates among members of the program on a fixed or floating time schedule for a period of years (or which

may allocate time in days, weeks, months or years for such program) as those terms may be used in their broadest sense.

E. No Person may obstruct or interfere with any Infrastructure, including placing or permitting to remain any obstructions or debris in any drainage Infrastructure.

F. No Person may conduct or perform well drilling, oil drilling, mining, or other excavations, or withdraw or remove any water, oil, or minerals from the Submitted Property.

G. No Person may perform any Work or construct any Improvements, including site clearance and landscaping, on a Lot or any part of the Submitted Property without the approval of the plans for such Work or Improvements by Declarant, which approval Declarant may condition on the plans conforming to architectural and design guidelines established by Declarant from time to time, and if Declarant has approved the plans for the Work and Improvements, no Person may perform any Work or construct any Improvements not in conformance with the approved plans.

H. No Person may use or engage in any activity on any Lot or other part of the Submitted Property in violation of any of the Rules.

I. No Person may keep or bring onto the Submitted Property more than a reasonable number of vehicles, as determined from time to time by Declarant, and no Person may park on yard areas, along the streets, or on the Common Areas, unless such parking is in accordance with any Rules that Declarant may establish from time to time relating to limited, short term parking in such areas for special events. All vehicles of an Owner, occupant, or invitee must be parked within a garage or on a driveway located on a Lot.

J. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted within the Submitted Property, except, in Declarant's discretion, a reasonable number of generally recognized household pets. No Owner, occupant or invitee may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet, such as dog houses and dog runs, may be constructed or maintained on any part of the Submitted Property. Notwithstanding the foregoing, pets may be kept in areas where the pet is restricted by an electronic fence. Pets must be kept on a leash at all times when within the Common Area or on a Lot of another Owner. When on the Common Area or a Lot of another Owner, pets must be under the physical control of a responsible Person at all times. Feces left by pets upon any portion of the Submitted Property, including the Common Area and Lots, must be removed by the Owner of the Lot of the pet or the Person responsible for the pet.

K. No boats, trailers, panel trucks, buses, trucks with load capacity of one ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RVs and motor homes), or disabled or stored vehicles may be parked within the Submitted Property, except in closed garages. A vehicle will be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle will be considered "stored" if it remains within the Submitted Property for 14 consecutive days or longer without use.

L. No Person may use or permit any Lot to be used for any commercial, industrial, or mixed-use purpose, or trade or business; provided, this provision will not prohibit the use of the Lots as a part of a multifamily or single family residential rental community, or the use of a home office within a residence on the Lot so long as such use does not alter or change the character or exterior appearance of the Lot from that of a residential dwelling nor create disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, vehicle or pedestrian traffic beyond that normally associated with a residential dwelling, or any unhealthy or unsightly condition.

Notwithstanding this subsection, the use of any portion of Submitted Property by Declarant or any designee of Declarant, including a builder or rental manager, for sales, development or management activity for the sale or rental of Lots or residences constructed on Lots, including a model home, model unit, or sales or rental office will not be considered a trade or business within the meaning of this provision, and is not prohibited under this Declaration, and the rental of any Lot, or residence on a Lot, as a part of single family residential rental community or a multifamily community, will not be considered a trade or business within the meaning of this provision, and is not prohibited under this Declaration.

M. No portion of a Lot may be used directly or indirectly, for:

(i) Any activity which violates any Applicable Law, including any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any Governmental Authority;

(ii) Any use which creates an explosion or other hazard, or constitutes a public or private nuisance;

(iii) Any use that creates disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, vehicle or pedestrian traffic beyond that normally associated with single family residential use, or any unhealthy or unsightly condition;

(iv) The dumping, disposing, incinerating, or storing of rubbish, garbage, trash, or other waste, other than garbage associated with single family residential use that is stored for reasonable amounts of time in sanitary, covered garbage bins or containers;

(v) Outdoor storage of scrap, salvage or construction materials, and damaged or derelict vehicles;

(vi) Clotheslines or other devices for clothes-drying purposes;

(vii) Antennas, exterior poles, towers, satellite dish exceeding 20 inches, or other similar devices;

(viii) Signage or advertising banners or materials, subject to Applicable Law;

(ix) The use, storage, transportation, handling, dispensing, manufacture of toxic or corrosive materials or other hazardous substances; or

(x) The emission of microwave, radio wave or other similar electronic, light or noise at levels which are dangerous to human health, in violation of law, or create unreasonable interference with the enjoyment of other properties.

Article 5. Maintenance

Owners shall maintain their Lots and the Improvements on their Lots in good working order and condition, consistent with the standard of maintenance throughout the Submitted Property, in the determination of Declarant, or such higher standard Declarant may establish from time to time. Without limiting any remedies stated in Article 12, if an Owner violates this Article 5, and does not cure the violation within 14 days of notice by Declarant, Declarant may perform the maintenance to the Owner's Lot and Improvements, or cause the maintenance to be performed, and the Owner shall reimburse Declarant for all costs and expenses associated with the maintenance within 10 days of billing, and which, if not paid by that date, will thereafter accrue interest at the statutory default rate until paid.

Article 6. Easements

Section 6.1 Owner Easements. Subject to the terms and conditions of Section 6.4, Declarant excepts and reserves to itself, its successors and assigns, and grants to each Owner the following perpetual, nonexclusive easements:

A. An access easement over and across any Common Area constituting streets to the extent reasonably necessary for pedestrian and vehicular ingress and egress to and from the Lots and a public road and to and from the Lots and any Common Area; and

B. An access and recreational use easement over and across the Common Area to access and use the Common Area, subject to the Rules, for authorized purposes.

Section 6.2 Declarant Easements. Subject to the terms and conditions in Section 6.4, Declarant excepts and reserves to itself, its successors and assigns, the following perpetual, nonexclusive easements:

A. An access easement over, across, and under any Common Area constituting streets to the extent reasonably necessary for pedestrian and vehicular ingress and, egress to and from Lots, Common Area, Future Development Area, Possible Expansion Area, and a public road; and

B. An access easement over, across, and under the Submitted Property, to the extent reasonably necessary for:

(i) Inspecting activities on any part of the Submitted Property, provided entry within any Improvements within the Submitted Property will be subject to reasonable advance notice to the Owner of the Improvements;

(ii) Abating, curing, removing, or stopping any activities on any part of the Submitted Property that is hazardous, unsafe or in violation of the Governing Documents;

(iii) As may be reasonably required to undertake or perform any of its rights or responsibilities in the Governing Documents or any agreement with a Governmental Authority, or under any permit;

(iv) Connecting to utility Infrastructure and drainage Infrastructure for the development and use of any part of the Submitted Property or any part of the Possible Expansion Property; and

(v) Providing or permitting or causing other Persons to provide community services to any part of the Submitted Property, including to inspect or service mailboxes, utility or similar meters, and trash and debris receptacles.

C. An access easement over, across, and under the Submitted Property, other than Lots, to the extent reasonably necessary for:

(i) Constructing and maintaining streets, Infrastructure, including utility Infrastructure, drainage Infrastructure, Improvements on Common Area, and other similar Improvements; or

(ii) Constructing Improvements which Declarant is permitted or required to construct under the Governing Documents and maintaining any part of the Submitted Property which Declarant is permitted or required to maintain under the Governing Documents.

Section 6.3 Governmental Authority and Declarant Easements. Subject to the terms and conditions of Section 6.4, Declarant excepts and reserves to itself, its successors and assigns, and grants to each Governmental Authority having jurisdiction over the Submitted Property a perpetual, nonexclusive access easement over and across any private street within the Common Area for pedestrian and vehicular ingress and egress to and from any part of the Submitted Property and a public road to the extent reasonably necessary for the provision of the services in the performance of official duties including law enforcement, fire-fighting, paramedic, rescue and other emergency services; school busing services; postal delivery services; private delivery or courier services, and garbage collection services, but excluding access for the general public. The easements in favor of a Governmental Authority may be exercised only by the Governmental Authority to which the easement is granted and for the purposes for which it is granted, and do not grant, convey or dedicate any easement or interest to the public, or provide any member of the public a right to exercise or enforce any easement.

Section 6.4 General Terms and Conditions of Easements. The easements described in this Article 5 are subject to the following terms and conditions:

A. Implied Rights. The easements reserved to Declarant under this Declaration include the right to perform Work and to maintain Improvements related to or necessary for exercise

of the easements with or without approval of any Person, provided that no Improvements may be installed, constructed, or maintained on, over, or under Improvements located on an Lot without the prior written consent of the Owner of the Lot, if other than Declarant, which consent may not be unreasonably withheld, conditioned, or delayed. Except as expressly stated in this Declaration, the easements granted pursuant to a right reserved in this Declaration, or under this Declaration to an Owner, or any other Person, exclude the right to perform Work or install, construct, or maintain Improvements without Declarant's consent, and no Person may perform Work or install, construct, or maintain Improvements in the exercise of an easement without Declarant's consent.

B. Right of Location or Relocation. Without limiting the generality of any easement reserved or granted under this Declaration or granted pursuant to a right reserved in this Declaration, Declarant may from time to time specifically locate or relocate any easement reserved or granted under this Declaration by recording a plat of survey showing the location or relocation of the easement in the Public Records, provided that if the relocated easement burdens a Lot owned by an Owner other than Declarant, the location or relocation of the easement will be subject to the written approval of the Owner of the Lot, which approval will not be unreasonably withheld, conditioned, or delayed if the easement is proposed within setback areas and if Declarant agrees to reimburse the Owner for all costs and expenses associated with the easement, including any costs to restore the easement area to its condition prior to the exercise of the easement. Recording a plat of survey showing the location or relocation of an easement will not limit or release Declarant's right to exercise a reserved easement in any other location permitted under the Declaration unless Declarant records a written release in the Public Records.

C. Persons Authorized to Exercise. The easements granted to Owners may be exercised concurrently by the Owners, occupants, and a reasonable number of their invitees, subject to the Rules, provided that an Owner will be responsible for the compliance or noncompliance of any of Owner's occupants, invitees, or invitees of any occupant with the Governing Documents, including the Rules, in the exercise of any easement. The easements granted to any Governmental Authority may be exercised by the Governmental Authority, and its authorized, agents, employees, representatives, nominees, and designees, but only to the extent necessary for the performance of official duties of the Governmental Authority. The easements reserved to Declarant may be exercised by Declarant and its agents, employees, representatives, nominees, and designees.

D. Non-Merger of Easements. Notwithstanding that Declarant is the current owner of the Submitted Property, it is the express intention of Declarant that the easements established in this Declaration for the benefit of the Submitted Property and Owners will not merge into the fee simple estate of Lots conveyed by Declarant or its successors-in-title, but that the estates of Declarant and Owners of the Lots will remain as separate and distinct estates. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by any Person, and a breach of any covenants or contractual agreements will not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

E. Termination. The easements will remain in full force and effect unless terminated pursuant to Article 8 or as required by a court order applying Applicable Law. The

reservations and grants of easements in or pursuant to a power reserved in this Declaration are easements and are not covenants restricting land to certain uses for purposes of O.C.G.A. Section 44-5-60, or any other similar law, and the easements will survive the termination of any covenants pursuant to that statute or any other similar law. The rights and easements created in this Article 5 will survive termination of this Declaration.

Article 7. Annexation; Withdrawal and Supplemental Declarations

Section 7.1 Annexation. Declarant may unilaterally annex and subject to this Declaration any part of the Possible Expansion Property during the Declarant Control Period by recording a Declaration of Annexation in the Public Records. A Declaration of Annexation recorded by Declarant during the Declarant Control Period will not require the consent of Owners but will require the written consent of the owner of the property being annexed, if the owner is not Declarant.

Section 7.2 The Owners may annex and subject to this Declaration any part of the Possible Expansion Property at any time following a vote of the Owners representing a Majority Vote of the Lots in favor of the annexation, the written consent of the owner of the property being annexed, and, if during the Declarant Control Period, the written consent of Declarant, by recording a Declaration of Annexation in the Public Records.

Section 7.3 Withdrawal. Any property withdrawn from this Declaration will automatically become part of the Possible Expansion Property, eligible for annexation as stated in Section 7.1.

A. Declarant may withdraw any portion of the Submitted Property from this Declaration and release the property from the effect of the covenants, conditions, restrictions, easements, reservations and other matters stated in this Declaration with the written consent of the owner of the property to be withdrawn, if the owner is not Declarant, by recording a Declaration of Withdrawal in the Public Records.

B. The Owners may withdraw any portion of the Submitted Property from this Declaration and release the property from the effect of the covenants, conditions, restrictions, easements, reservations and other matters stated in this Declaration at any time following vote of Owners representing a Majority Vote of the Lots in favor of the withdrawal, the written consent of the owner of the property being withdrawn, and, if during the Declarant Control Period, the written consent of Declarant, by recording a Declaration of Withdrawal in the Public Records.

Section 7.4 Supplemental Declaration. Declarant may subject a Lot or any part of the Submitted Property to additional covenants, conditions, restrictions, easements, reservations and other matters stated in a Supplemental Declaration with the written consent of the Owner of the Lot or owner of part of the Submitted Property, if the Owner or owner is not Declarant, by recording a Supplemental Declaration in the Public Records. Declarant may amend any Supplemental Declaration in the same manner as it may amend this Declaration, and may withdraw any property from a Supplemental Declaration, in the same manner as it may withdraw property from this Declaration, except to the extent limited in the Supplemental Declaration.

Article 8. Term

Section 8.1 Duration.

A. Unless terminated as provided in Section 8.1(B), this Declaration will run with the land, bind the Submitted Property and remain in effect perpetually to the extent permitted by Applicable Law; provided, however, if Applicable Law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected by that limitation will run with and bind the land for so long as permitted by Applicable Law, including any permitted extensions.

B. To the extent that Applicable Law limits the period during which covenants restricting lands to certain uses may run with the land, then to the extent consistent with Applicable Law, the covenants restricting lands to certain uses in this Declaration will automatically be extended at the expiration of such period for an unlimited number of successive periods of 20 years each.

C. Notwithstanding Section 8.1(A) and Section 8.1(B), if any of the covenants, conditions, restrictions, easements, reservations, or other matters stated in this Declaration are determined by a court having jurisdiction to be unlawful, void, or voidable for violation of the rule against perpetuities, then those provisions will continue only until 21 years after the death of the last survivor of the now living descendants of Charles III, King of the United Kingdom.

Section 8.2 Termination. Unless terminated as required by Applicable Law, this Declaration may not be terminated except as follows:

A. To the extent then authorized by Applicable Law, including O.C.G.A. Section 44-5-60, any covenants restricting lands to certain uses in this Declaration may be terminated by an instrument expressly stating their termination, signed by the Owners owning and holding at least 51 percent of the Lots, containing a legal description of the Submitted Property, a list of the names of all record Owners, and a description of this Declaration, recorded in the Public Records no sooner than but within two years prior to the expiration of the initial 20 year period of this Declaration or any subsequent 20 year extension period of this Declaration; or

B. This Declaration may be terminated by an affirmative vote for termination by Owners representing a Super Majority Vote of the Lots and, during the Declarant Control Period, the affirmative vote of Declarant, and the recording in the Public Records of an instrument memorializing the vote for termination signed by the Owners representing a Super Majority Vote of the Lots, and during the Declarant Control Period, Declarant, provided, however, no termination of this Declaration will terminate any interest, right or easement reserved to Declarant or granted to another Person pursuant to a right reserved to Declarant, without the express release of the interest, right, or easement, signed by the Person holding the interest, right, or easement and recorded in the Public Records.

Article 9. Amendment

Section 9.1 By Declarant. During the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose. Without limiting the foregoing sentence, for that period and at all times thereafter, Declarant may also unilaterally amend this Declaration:

A. To bring any provision into compliance with Applicable Law or the order of any Governmental Authority;

B. To enable a title insurance company to issue title insurance coverage with respect to any Lot, the Common Area, or any portion of the Submitted Property or the Possible Expansion Property;

C. To exercise the rights stated in Article 11, including to establish a common law community association or to submit the Submitted Property to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (the "**Act**"), and conform the Governing Documents, including this Declaration, to any mandatory provisions of the Act;

D. To correct scrivener's errors and other mistakes of fact that, when corrected, have no material adverse effect on the rights of the Owners; and

E. To enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the U. S. Department of Veterans Affairs, the U. S. Department of Housing and Urban Development, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on any Lot;

F. For the purposes of bringing any provision in this Declaration into compliance with the Fair Housing Amendments Act of 1988, as amended, or any similar Applicable Law.

However, no Amendment made by Declarant under this Section 9.1 may adversely affect the title, use, development, access, easements or other material rights or duties to, benefiting or burdening any Lot unless the Owner of the Lot consents to the Amendment in writing. The failure of an Amendment to apply uniformly to all Lots will not constitute a material adverse effect upon the rights of any Owner.

Section 9.2 By Owners. Except for Amendment by Declarant as stated in Section 9.1, this Declaration may be amended only by the affirmative vote of Owners representing a Majority Vote of the Lots, and, during the Declarant Control Period, the written consent of Declarant, and the recording in the Public Records of an instrument memorializing the vote signed by the Owners representing a Majority Vote of the Lots for the amendment, and, during the Declarant Control Period, Declarant.

Section 9.3 Limitations on Amendments. Notwithstanding anything to the contrary in this Declaration:

A. The percentage of votes necessary to amend a specific provision of this Declaration must be equal to or greater than the percentage of votes required for action to be taken under that provision, if the Amendment is by the vote of the Owners;

B. None of the easements, interests, rights or responsibilities granted, excepted, reserved or assigned to Declarant, including any of the Declarant Rights, may be amended without Declarant's prior written consent, which consent may be granted or denied in its discretion;

C. This Declaration may not be amended if the Amendment is contrary to or violates the zoning ordinances for the Submitted Property, or any other agreement or any covenant recorded in the Public Records, without Declarant's prior written consent, which consent may be granted or denied in its discretion.

Section 9.4 Validity and Effective Date of Amendments. Amendments to this Declaration are effective upon recording in the Public Records unless a later effective date is specified in the Amendment. Any procedural challenge to an Amendment made pursuant to this Article 9 must be made within 90 days of the later of its recording or the date written notice of the Amendment is delivered to Owners or the Amendment will be presumed validly adopted. In no event will a change of conditions or circumstances operate to amend any provisions of this Declaration. If an Owner votes for or against or provides a written consent or objection to any Amendment to this Declaration, it will be conclusively presumed that the Owner has the authority to so act, and no contrary provision in any security deed or contract between the Owner and a third party will affect the validity of the Amendment. No Amendment may directly or indirectly remove, revoke, or modify any right or privilege, nor impose any obligation upon, Declarant without the written consent of the Declarant holding the right or privilege, or upon whom the obligation is to be imposed.

Article 10. Declarant Rights

Section 10.1 General. Declarant excepts and reserves certain rights, interests, and easements in the Submitted Property as stated in this Declaration. Declarant is not obligated to exercise any Declarant Right, and any Declarant Right may be exercised in the manner, or under any terms and conditions, considered appropriate in the discretion of Declarant from time to time.

Section 10.2 Assignment.

A. Declarant may permanently or temporarily assign, under terms and conditions it deems appropriate, in its discretion, one or more of the Declarant Rights to one or more Successor Declarants by recording an Assignment of Declarant Rights in the Public Records. Subject to any limitations in an Assignment of Declarant Rights assigning rights to a Successor Declarant, a Successor Declarant may permanently or temporarily assign, under terms and conditions it deems appropriate, in its discretion, one or more of the Declarant Rights assigned to it to one or more Successor Declarants by recording an Assignment of Declarant Rights in the Public Records.

B. A Declarant, including Original Declarant, will hold and retain the status of Declarant under this Declaration, until it expressly assigns the status of Declarant to a Successor

Declarant in an Assignment of Declarant Rights in the Public Records. Without limiting the foregoing, if a Declarant permanently or temporarily assigns less than all of the Declarant Rights in an Assignment of Declarant Rights, the assigning Declarant will be considered to have reserved and retained the status of Declarant for all purposes under this Declaration, except for those Declarant Rights expressly assigned to the Successor Declarant in the Assignment of Declarant Rights.

Article 11. Conditional Provisions Relating to the Establishment of a Community Association

Section 11.1 General. If any Lot or Common Area is in the future conveyed to a Person who does not also own the remainder of the part of the Submitted Property constituting Lots and Common Area, without limiting any other right under this Declaration, Declarant may, without obligation, amend this Declaration to establish a community association to govern the Submitted Property, including without limitation by establishing a common law association under the terms and conditions determined by Declarant or by establishing a statutory association and subjecting this Declaration to the Act. For clarity, the remaining sections of this Article 11 will not be effective unless and until Declarant records an Amendment that expressly establishes a community association as stated in this Article 11.

Section 11.2 Terms. If a community association is established by Declarant as stated in this Article 11, by an Amendment that expressly establishes a community association, the following terms will apply, unless otherwise stated by Declarant in the Amendment establishing the community association:

A. Incorporation. Declarant will incorporate the community association as a non-profit corporation under Applicable Law, by filing articles of incorporation and adopting bylaws, and evidence the name of the community association by an Amendment stating the name of the community association.

B. Membership. Each Owner will automatically be a member of the community association. Membership in the community association will be automatically transferred with the ownership of a Lot and membership will be appurtenant to and may not be separated from the ownership of any Lot. Ownership of a Lot will be the sole qualification for membership in the community association.

C. Classes of Membership. The community association will initially have two classes of membership, Class "A" and Class "B". **"Class "A" Members"** will be all Owners, including Declarant as to any Lot which Declarant owns. The sole **"Class "B" Member"** will be Declarant. The Class "B" membership will commence upon the recording of the Amendment expressly establishing the community association and will continue until the earlier of: (i) 40 years after the recording of the Amendment expressly establishing the community association; or (ii) such earlier date as the Class "B" Member, in its sole discretion, executes and records a written notice voluntarily terminating the Class "B" membership in the Public Records (with the period from the recording of the Amendment expressly establishing the community association to the earlier of (i) or (ii) being the **"Class "B" Control Period"**). Upon termination of the Class "B" Control Period, Declarant will continue to hold a Class "A" membership for each Lot that Declarant owns.

D. Voting. The voting rights of each class of membership will be as follows:

(i) Class “A”. Class A Owners will have a nonvoting membership during the Class “B” Control Period. After the Class “B” Control Period, each Lot owned by a Class “A” Member will have one vote in the community association per Lot, with each vote being allocated equal weight.

(ii) Class “B”. During the Class “B” Control Period, the Class “B” Member will have the sole vote of the community association, the sole authority to appoint and remove directors from the board of directors of the community association (the “**Board**”) from time to time in its discretion, and such other rights as may be stated in the articles of incorporation and bylaws of the community association.

E. Board. The community association will be governed by the Board. The Board will consist of three directors. Directors are not required to be Owners.

F. Community Association Powers. The community association will have the power to exercise any right or privilege given to it expressly by its governing documents, this Declaration, including any Declarant Rights assigned to it in an Assignment of Declarant Rights, or reasonably implied from or reasonably necessary to effectuate any such right or privilege, and any right or privilege generally applicable to non-profit corporations or community associations. All rights and powers of the community association may be exercised by the Board without a vote of the membership except to the extent that the governing documents of the community association or this Declaration expressly require a vote of the membership.

G. Compliance with Governing Documents. Owners and every occupant of a Lot, and every Owner’s or occupant’s invitees, shall comply with the governing documents of the community association. The Board, on behalf of the community association, will have the power to enforce the governing documents of the community association, including this Declaration, to the extent Declarant assigns the right to enforce this Declaration to the community association in an Assignment of Declarants Rights.

H. Association and Common Area Rights. The community association, through action of the Board, will have the power to acquire, hold, lease as lessor or lessee, operate and dispose of tangible and intangible personal property and real property for the benefit of Owners, as Common Area, subject to the provisions of this Declaration. Declarant or its designees may convey to the community association, and if conveyed the community association must accept, as Common Area, real and personal property, whether by fee or leasehold or other estate.

I. Common Area Management. The community association will be responsible for the management, operation and control of any Common Area, subject to any covenants and restrictions stated in the deed or other instrument transferring such property to the community association. The Board will have the power to adopt such reasonable rules and regulations regulating use of any Common Area it deems appropriate from time to time. The right of Owners to use

Common Area will be subject to compliance with this Declaration, the Rules, and any rules and regulations established by the community association from time to time.

J. Association Services and Facilities; Contracts. The community association will have the power to provide, or provide for, services and facilities for the Lots or Owners and will be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such services and facilities. The community association will have the power to charge an Owner use or service fees for any such services and facilities provided at the option of Owner, or may include the costs of such services or facilities in the community association's budget as a common expense and assess it against all Owners as part of the general assessment if such service or facility is made available to or provided to all Lots or all Owners, or against less than all Owners as a part of a specific assessment if such service or facility is made available to or provided to less than all Lots or all Owners. By way of example, such services and facilities might include trash collection; landscape maintenance; lawn care; pest control service; cable, digital, satellite or similar television service; telecommunication and internet connection services; security monitoring; utilities; security gate and gate maintenance; and other services and facilities. Provided, this subsection is not a representation by Declarant or any community association, if established, as to what, if any, services will be provided, and there is no obligation to provide any service. In addition, the community association will have the power to modify or cancel existing or future contracts for services without the approval of Owners, unless the provision of such services is otherwise required by the governing documents of the community association. Non-use of services made available to or provided to all Lots or Owners as a common expense will not exempt any Owner from the obligation to pay assessments for such services.

K. Legal Proceedings. The Board of the community association will have the power to institute, defend, settle, or intervene on behalf of the community association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to any Common Area, enforcement of the governing documents of the community association, this Declaration, or any other civil claim or action. However, the community association will not have any independent legal duty to institute litigation on behalf of or in the name of the community association or Owners. Further, neither the Board nor the community association will have the power to initiate any judicial or administrative proceeding unless first approved by a vote of Owners representing a Super Majority Vote of the Class "A" votes in the community association, except for actions or proceedings: (i) initiated during the Class "B" Control Period; (ii) initiated to enforce the provisions of the governing documents or this Declaration, including collection of assessments and foreclosure of liens; (iii) initiated to challenge ad valorem taxation or condemnation proceedings; (iv) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or (v) to defend claims filed against the community association or to assert counterclaims in proceedings instituted against it.

L. Indemnification. The community association will indemnify every officer, director, and committee member, including the members of the Board and any committee of the community association, against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board at the time of such settlement) to which he, she, or it may be a

party by reason of being or having been an officer, director, or committee member, including as a member of Board or any committee of the community association, except as such indemnity may be limited under Applicable Law.

M. Power to Levy Assessments. The community association will have the power to levy assessments for expenses incurred or anticipated to be incurred by the community association in performing its responsibilities and exercising its rights and powers under the governing documents, this Declaration, including any Declarant Rights assigned to it in an Assignment of Declarant's Rights, and any other responsibility, right, or power reasonably deemed appropriate by the Board from time to time, including for the establishment of reserves. The obligation to pay assessments will commence as to each Lot on the first day of the month following: (i) the month in which the Amendment expressly establishing a community association is recorded, or (ii) the month in which the Lot is conveyed from Declarant to an unrelated Person, whichever is later. Each Owner, by accepting a deed or entering into a recorded contract of purchase of a Lot within the Submitted Property, will be deemed to covenant and agree to pay all assessments authorized in this Declaration.

N. Allocation. The Board, in its sole and unfettered discretion, may levy assessments on behalf of the community association from time to time and allocate the assessments equally among the Lots, or may levy assessments equitably among the Lots as follows:

(i) any common expenses benefiting less than all of the Lots may be specially assessed equitably among all of the Lots so benefited, as determined by the Board;

(ii) any common expenses occasioned by the conduct of less than all those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be specially assessed against the Lot or Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses; or

(iii) any common expenses significantly disproportionately benefiting all of the Lots may be assessed equitably among all of the Lots within the Submitted Property as determined by the Board.

O. Personal Obligation and Lien. All sums assessed by the Board on behalf of the community association against any Lot or Owner will from the time the sums become due and payable, be the personal obligation of the Owner and constitute a lien in favor of the community association on the Lot prior and superior to all other liens whatsoever except: (i) liens for ad valorem taxes on the Lot; (ii) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or (iii) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot at foreclosure.

P. Collection. The personal obligation of an Owner and the lien for assessments, at the discretion of the Board, may also include: (i) a late or delinquency charge not in excess of the greater of \$10.00 or 10% of the amount of each assessment or installment not paid when due (or such higher amount as may be established by the Board from time to time, subject to Applicable Law);

(ii) interest at a rate not in excess of 10% per annum on each assessment or installment and any late or delinquency charge from the date the same was first due and payable; (iii) the costs of collection, including court costs, self-help expenses, and reasonable attorneys' fees actually incurred; and (iv) the fair rental value of the Lot from the time of the institution of an action until the sale of the Lot at foreclosure or until judgment rendered in the action is satisfied.

Q. Notice of Lien. Any assessment chargeable to a Lot will constitute a lien on the Lot, effective on the due date of the assessment. The recording of the Amendment establishing the community association will constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments will be required. Nevertheless, the community association, acting through the Board, may, without obligation, prepare a written lien statement with respect to the Lot, stating the name of the Owner, the legal description of the Lot, the name of the community association, and the delinquent assessment amount then owing together with authorized late charges and interest accrued. Any lien statement will be signed and acknowledged by an officer of the community association or the community association's attorney and, either before or after recording, will be served on the Owner by certified mail, return receipt requested or by overnight delivery, to the address of the Lot and to any other address or addresses which Owner may have designated to the community association in writing. The community association may also record the written lien statement in the Public Records.

R. Foreclosure. At any time 30 days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the Owner both at the address of the Lot and at any other address or addresses which the Owner may have designated to the community association in writing, the lien may be foreclosed by the community association by an action, judgment and court order for foreclosure in the same manner as other liens for the improvement of real property, subject to superior liens or encumbrances, but any such court order for judicial foreclosure will not affect the rights of holders of superior liens or encumbrances to exercise any rights or powers afforded to them under their security instruments. The notice will specify the amount of the assessments then due and payable together with authorized late charges and the rate of interest accruing. The community association will have the power to bid on the Lot at any foreclosure sale and to acquire, and thereafter hold, lease, encumber and convey the Lot.

S. Budget. The Board will prepare a budget of the estimated common expenses for each year. Failure of the Board to prepare a budget or fix assessment amounts or rates or to deliver or mail each Owner a budget or an assessment notice will not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner will have an obligation to continue to pay assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the community association may retroactively assess any shortfall. Further, no Owner will be exempt from assessments by non-use of any Common Area or by abandonment of a Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off may be claimed or will be allowed for any alleged failure of the community association to take some action or perform any required action.

T. Due Dates. Assessments will be due in the manner and on the dates as the Board may establish from time to time, and may include recurring annual or periodic assessments, specific assessments due from one or more but less than all Owners, or special assessments due from all Owners. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If an Owner is delinquent in paying any assessments or other charges, the Board may require the outstanding balance on all assessments for such Lot or Lots to be paid in full immediately or it may, in its discretion, permit payment of the outstanding balance in installments. The Board may add reasonable administrative fees and costs for accepting and processing installments to the outstanding balance and include them in the installment payment schedule.

U. Statement. Any Owner, mortgagee of a Lot, Person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot will be entitled upon request and payment of processing fee established by the Board from time to time, subject to Applicable Law, to a statement from the community association stating the amount of assessments past due and unpaid, together with applicable late charges and interest against the Lot. The request must be in writing, delivered to the registered office of the community association and to any management company managing the community association, and state an address to which the statement may be returned. To the extent required by Applicable Law, failure on the part of the community association, within five business days from the receipt of the request and fee (or such longer period as may be established by the Board from time to time, subject to Applicable Law), to mail or furnish the statement regarding amounts due and payable at the expiration of the five day period (or such longer period as may be established by the Board from time to time, subject to Applicable law) with respect to the Lot to the address stated in the written request will cause the lien for assessments to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with the request. The information stated in the statement will be binding on the community association and every Owner.

V. No Exemption. No Owner other than Declarant and the community association will be exempt from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of a Lot or any part of the Common Area. Except as stated below, the grantee in a conveyance of a Lot will be jointly and severally liable with the grantor of the Lot for all unpaid assessments against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee; provided, however, that if the grantor or grantee requests a statement from the community association as stated in Section 11.2(U), the grantee and the grantee's successors, successors-in-title, and assigns will not be liable for nor will the Lot conveyed be subject to a lien for any unpaid assessments against the grantor in excess of any amount stated in the statement.

W. Successor Liability. In the event that the holder of a first priority mortgage or secondary purchase money mortgage of record acquires title, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller or grantor of the Lot in the acquisition conveyance, or in the event that any other Person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other Person and the Person's successors,

successors-in-title, and assigns will not liable for nor will the Lot be subject to any lien for assessments under this Declaration chargeable to the Lot on account of any period prior to the acquisition of title; provided, however, that the unpaid share of an assessment or assessments, will be deemed to be a common expense collectible from all Owners, including the holder or other Person and the holder or other Person's successors, successors-in-title, and assigns.

X. Insurance. The community association will use commercially reasonable efforts to obtain and continue in effect any insurance required by Applicable Law and the following policies of insurance:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis on all insurable improvements on the Common Area in the event of a casualty, in an amount equal to the full replacement costs or a commercially reasonable amount approved by the Board if full replacement cost is not available at a reasonable expense;

(ii) Commercial general liability insurance, insuring the community association and its members for damage or injury caused by the negligence of the community association or any of its members, employees, agents, or contractors while acting on its behalf, with limits of at least a \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate or such greater amounts as the Board determines appropriate from time to time;

(iii) Workers compensation insurance and employer's liability insurance;

(iv) Director's and officer's liability coverage;

(v) Fidelity insurance covering Persons responsible for handling community association funds in an amount and with waivers or endorsements the Board deems appropriate from time to time

(vi) Flood insurance, including a blanket policy of flood insurance in the amount of one hundred percent (100%) of current replacement cost of all effected Improvements and other insurable property or the maximum limit of coverage available, whichever is less; and

(vii) Any additional insurance as the Board deems appropriate from time to time.

Provided, the community association, and the Board, will be released from the obligation to obtain and continue in effect any insurance if the Owners, by a Majority Vote, determine that such insurance is not available on a commercially reasonable basis. Premiums for any insurance acquired by the community association will constitute common expenses, and in the event of an insured loss, any deductible may be considered as a common expense. However, if the Board reasonably determines in its discretion, after reasonable notice and an opportunity to be heard by an Owner that an insured loss results from the negligence or willful misconduct of the Owner or occupant or invitee of the Owner, the deductible for the insured loss may be levied as a specific assessment against the Lot and the Owner of the Lot associated with the responsible party, under Section 11.2(N).

Y. Maintenance and Repair. The community association will use good faith efforts to maintain the Common Area, and any Improvements within the Common Area, in good working order and condition. Following any damage to any Common Area, and any Improvements within the Common Area, the community association will use good faith efforts to repair the damage, to the extent funds, including insurance funds and reserves, are reasonably available to fund the repair. If the damage is not repaired, the community association will use good faith efforts to raze any damaged Improvements and restore the Common Area to a natural condition.

Article 12. Enforcement

Section 12.1 General. Declarant may enforce the Governing Documents in any manner it determines in its discretion to be appropriate from time to time. In addition to any other right, remedy or power stated in this Declaration or available under Applicable Law, Declarant may in its discretion:

- A. Impose monetary fines;
- B. Suspend any Person's right to use the Common Area (provided however, Declarant may not limit ingress or egress to or from a Lot by an Owner or occupant);
- C. Exercise self-help to address violations of the Governing Documents and may charge the costs and expenses of exercising the self-help remedy against the Lot and Owner, which will be a lien against the Lot and which Owner shall pay within 10 days of billing, with interest accruing at the statutory amount; and
- D. Commence any suit or action at law or in equity, including to enforce the Governing Documents, enjoin any violation of the Governing Documents or Applicable Law, or to recover monetary damages.

Section 12.2 Attorney Fees. In any action or remedy taken by Declarant to enforce the Governing Documents, if Declarant prevails, it may recover all costs, including, without limitation, reasonable attorney's fees and court costs, incurred in the action.

Article 13. General Provisions

Section 13.1 Runs with Land. This Declaration runs with the title to the Submitted Property. It burdens the Submitted Property, Declarant, the Owners, and their respective successors and assigns in title to any part of the Submitted Property, and benefits Declarant, the Owners, and their respective successors and assigns in title to any part of the Submitted Property, as stated in this Declaration.

Section 13.2 Applicability to Owners and Other Persons. All Owners, occupants, invitees, and other persons using or present on the Submitted Property shall comply with the covenants, conditions, restrictions, easements, reservations, and other matters stated in this Declaration.

Section 13.3 No Association; No Statutory Association, Condominium, or Time-Share. No homeowners association or tenant association is created by this Declaration. This Declaration is

expressly not made subject to the Georgia Property Owner's Association Act, O.C.G.A. Section 44-3-220 et seq., the Georgia Condominium Act, O.C.G.A. Section 44-3-70 et seq., or the Georgia Time-Share Act, O.C.G.A. Section 44-3-160 et seq.

Section 13.4 Voting. Each Lot will have one vote for all matters under this Declaration, provided, if a community association is established by Declarant as stated in Article 11 by an Amendment that expressly establishes a community association, the votes in any community association governing the Lot will be as stated in Section 11.2(D). For any votes under this Declaration:

A. Multiple Owners. Since an Owner may be more than one Person, if only one of those Persons is present at a meeting of Owners or at a meeting of members of a community association established by Declarant as stated in Article 11, or is voting by proxy, ballot, or written consent, that Person will be entitled to cast the votes pertaining to the Lot owned by the Owner. However, if more than one of those Persons is present, or executes a proxy, ballot or written consent, the vote pertaining to that Lot will be cast only in accordance with the unanimous agreement of the Persons constituting the Owner unless the instrument expressly provides otherwise; and such consent will be conclusively presumed if any one of them purports to cast the votes pertaining to that Lot without protest being made immediately by any of the others to the Person presiding over the meeting or vote.

B. Other than Natural Persons. The vote pertaining to any Lot may, and in the case of any Owner that is not a natural Person or Persons must be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner or, in cases where the Owner is more than one Person, by or on behalf of the joint owners of the Lot, to be effective. No such proxy may be revocable before its expiration except by written notice delivered to Declarant at a meeting of the Owners or to the community association at a meeting of the members of the community association, by the Owner or any of the Persons having an interest in the Lot. Any proxy will be void if it is not dated, or if it purports to be revocable without such notice.

Section 13.5 Interpretation; Headings. The use of the words "include," "including" or similar words in this Declaration are by way of example rather than by limitation. This Declaration will be construed without reference to any rule of law which provides that ambiguities in a contract are to be resolved against the drafter. The captions of each article, section, and subsection of this Declaration are added as a matter of reference only and have no effect in the construction of any provision of this Declaration.

Section 13.6 Applicable Law; Jurisdiction; Venue. This Declaration will be interpreted under Georgia law. Each Owner, by accepting title to a Lot, and each occupant and invitee, by such Person's presence on any part of the Submitted Property, submits to personal jurisdiction of the state and district courts of Chatham County, Georgia and the federal courts of the Southern District of Georgia. Venue will lie exclusively in the state and district courts of Chatham County, Georgia, or the federal courts of the Southern District of Georgia, for any matter arising under this Declaration.

Section 13.7 No Dedication. Nothing contained in this Declaration constitutes the dedication of any interest, right or easement for the benefit of the public generally or the grant to any

member of the general public any right to enforce any of the covenants, conditions, restrictions, easements, reservations, or other matters stated in this Declaration.

Section 13.8 Time of Essence. Time is of the essence in this Declaration, and no accommodation, dispensation or agreement by any Person in one transaction or circumstance with respect to any period stated in this Declaration will waive, amend or alter this provision in any other transaction or circumstance.

Section 13.9 Severability. Invalidation of any provision or sentence of this Declaration, or the application of any provision of this Declaration, in whole or in part, by judgment or court order will in no way affect the other provisions, sentences or applications, and the operation of any Applicable Law. O.C.G.A. Section 44-5-60, limiting the period of effectiveness of restrictive covenants or covenants restricting uses of land, to the extent it may apply to this Declaration, will not operate to invalidate or release any affirmative covenants, easements, conditions, agreements or other provisions of this Declaration not constituting restrictive covenants or covenants restricting uses of land.

Section 13.10 Custom or Practice; No Waiver. No failure of Declarant to exercise any power or right granted by this Declaration, or to insist upon strict compliance with any obligation stated in and no custom or practice at variance with the terms of this Declaration will constitute a waiver of such right or power or a waiver of the right of Declarant to demand exact compliance with the terms of this Declaration on other occasions.

Section 13.11 Future Conveyances. Future conveyances of any interest or rights in any part of the Submitted Property are subject to the covenants, conditions, restrictions, easements, reservations, and other matters stated in this Declaration even if the conveyance instrument does not reference this Declaration.

Section 13.12 Schedules and Exhibits. The following Schedules are attached to this Declaration and incorporated by this reference:

- A. Submitted Property Schedule
- B. Lots and Common Area Schedule

[Signature Page Follows]

Declarant has signed, sealed, and delivered this Declaration as of the Declaration Date.

Port Wentworth SFR, LLC

By: _____

Name: _____

Its: Authorized Signatory

(SEAL)

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

Submitted Property Schedule

Legal Description of the Submitted Property

Attachment: Declaration of Covenants (2853 : Subdivision Application Wentworth Grove Phase 1 Preliminary Plat July 2023)

Lots and Common Area Schedule

Designation	
Lots	
Common Area	Entry Road Access Easement

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

Project Timeline

Project Number: 230120

Project Name: Wentworth Grove Major Subdivision P-Plat 2023

Applicant: Scott K Monson, T&H Engineering

Owner: Port Wentworth SFR LLC

Planning Commission Date: 07/10/2023

Council Date: 07/27/2023

- 04.10.2023 – Application received-Incomplete (SC)
- 04.12.2023 – Email with Link to Electronic Copy Received (ME)
- 05.05.2023 – 2nd Submittal Received (SC)
- 05.08.2023 – Email sent to T&H regarding the Deed restrictions or Subdivision Covenants
- 05.09.2023 - Site plan/subdivision review request emailed to TRLong to start
- 06.06.2023 – 1st Review by TR Long received. (Email sent to Scott Monson) SC
- 06.07.2023 – Response email from Scott regarding pipes sent to TRLong (SC)
- 06.07.2023 – 1st Comment received by T&H (Email sent to TRLong) SC
- 06.08.2023 – Electronic Subdivision application received for Ph. 1,2,&3
- 06.09.2023 – Hard copy of Subdivision Application for each Phase received
- 06.11.2023 – Concurrence Letter received from TR Long
- 06.12.2023 – Email sent to Scott Monson regarding no Site Plan Application & Balance owed for Subdivision Submittals
- 06.13.2023 – Email from ME sent to Scott Monson regarding Site Plan Application needed with Full payment for Site Plan & Subdivision Applications
- 06.14.2023 – Email sent to Scott Monson regarding items needing to be corrected on preliminary plats for Phases 1,2,& 3
- 06.14.2023 – Public Hearing Notice Letters mailed out to APO's.
- 06.16.2023 – Public Hearing notice sent to newspaper to be ran for Wednesday, June 21, 2023
- 06.16.2023 – Received revised plats from T & H to include addresses
- 07.10.2023 – The Planning Commission voted unanimously to approve the application with the condition that a Development Agreement between the Developer and the City of Port Wentworth be in place prior to the City Council approving the application.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SUBMITTED

Meeting: 07/27/23 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2854)

DOC ID: 2854

Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 2) for the purpose of a Single-Family Rental Subdivision

Issue/Item: Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 2) for the purpose of a Single-Family Rental Subdivision.

Background: This parcel is currently undeveloped land East of the Novare Multi-Family Apartments (Wentworth Park). A specific site plan for this parcel was approved by City Council on December 1, 2022 for a multi-family development with the appearance of a single family subdivision. The owner is requesting to subdivide the parcel into individual lots instead of developing as a multi-family project

Facts and Findings: This is the Preliminary Plat Submittal for Wentworth Grove Phase 2 which includes twenty-seven (27) single family rental units on approximately 16.98 acres. Wentworth Grove Phase 2 will be located on Wentworth Grove Drive and Wentworth Grove Court and accessed through the entrance for Wentworth Park Apartments on Highway 21. The lots will be served by City of Port Wentworth Water and Sanitary Sewer utility's. The water and sanitary utility's are intended to be dedicated to the City of Port Wentworth for use and maintenance. The Civil Site Plan for this subdivision will be reviewed under a separate Site Plan Review Application. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Suburban Character Area. This project is located in City Council District 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, July 10, 2023 at 3:30 P.M. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE CONDITION THAT A DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE CITY OF PORT WENTWORTH BE IN PLACE PRIOR TO THE CITY COUNCIL APPROVING THE APPLICATION.**

ATTACHMENTS:

- Application Phase 2 (PDF)

- Phase 2 APO (PDF)
- Wentworth Grove Major Subdivision P-Plat 2023 - Timeline (DOCX)

SUBDIVISION APPLICATION FORM FOR THE CITY OF PORT WENTWORTH

Application Form Required

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

Subdivision Name: Wentworth Grove Phase 2	
Location: South end of Magnolia Avenue and east of Novare Multifamily Apartments	
Number of Lots: 27	Number of Acres: 16.98 Acres
PIN #(s): 7-0906-04-024	Current Zoning: MPO

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

- | | |
|--|--|
| A. <input type="checkbox"/> Sketch Plan
<input type="checkbox"/> Master Plan
<input checked="" type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Final Plat
<input type="checkbox"/> Revision to a Recorded Plat | B. <input checked="" type="checkbox"/> Major Subdivision
(4 or more lots or a new road)

<input type="checkbox"/> Minor Subdivision
(3 or less lots & no new road) |
|--|--|

Purpose of Subdivision:

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

Variances: (List all variances being requested)

None

Georgia DOT Review Not applicable-access provided through permitted entrance drive for Novare Multifamily

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

Previous Submittal

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

Yes _____ No X

If yes, what name? _____

Date Submitted: _____ PWPC File No: _____

Number of Required Prints

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

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

 X A copy of all existing deed restrictions or subdivision covenants applicable to this property are attached.
 _____ There are no added restrictions or subdivision covenants on this property. Proposed CC&Rs attached

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

Engineer/Surveyor: Scott K. Monson, Thomas and Hutton Engineering Co.

Address: 50 Park of Commerce Way City, State Zip: Savannah, GA 31405

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

Owner: Port Wentworth SFR LLC

Address: 1545 Peachtree Street, Suite 260 City, State Zip: Atlanta, GA 30309

Phone # 404-961-9888 Email: tandersen@novaregroup.com

Date: April 10, 2023

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

Project Timeline

Project Number: 230120

Project Name: Wentworth Grove Major Subdivision P-Plat 2023

Applicant: Scott K Monson, T&H Engineering

Owner: Port Wentworth SFR LLC

Planning Commission Date: 07/10/2023

Council Date: 07/27/2023

- 04.10.2023 – Application received-Incomplete (SC)
- 04.12.2023 – Email with Link to Electronic Copy Received (ME)
- 05.05.2023 – 2nd Submittal Received (SC)
- 05.08.2023 – Email sent to T&H regarding the Deed restrictions or Subdivision Covenants
- 05.09.2023 - Site plan/subdivision review request emailed to TRLong to start
- 06.06.2023 – 1st Review by TR Long received. (Email sent to Scott Monson) SC
- 06.07.2023 – Response email from Scott regarding pipes sent to TRLong (SC)
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- 06.14.2023 – Public Hearing Notice Letters mailed out to APO's.
- 06.16.2023 – Public Hearing notice sent to newspaper to be ran for Wednesday, June 21, 2023
- 06.16.2023 – Received revised plats from T & H to include addresses
- 07.10.2023 – The Planning Commission voted unanimously to approve the application with the condition that a Development Agreement between the Developer and the City of Port Wentworth be in place prior to the City Council approving the application.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SUBMITTED

Meeting: 07/27/23 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2855)

DOC ID: 2855

Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 3) for the purpose of a Single-Family Rental Subdivision

Issue/Item: Subdivision Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC, for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Wentworth Grove Phase 3) for the purpose of a Single-Family Rental Subdivision

Background: This parcel is currently undeveloped land East of the Novare Multi-Family Apartments (Wentworth Park). A specific site plan for this parcel was approved by City Council on December 1, 2022 for a multi-family development with the appearance of a single family subdivision. The owner is requesting to subdivide the parcel into individual lots instead of developing as a multi-family project.

Facts and Findings: This is the Preliminary Plat Submittal for Wentworth Grove Phase 3 which includes thirty-six (36) single family rental units on approximately 16.11 acres. Wentworth Grove Phase 3 will be located on Wentworth Grove Way, Wentworth Grove Court, and Wentworth Grove Terrace and accessed through the entrance for Wentworth Park Apartments on Highway 21. The lots will be served by City of Port Wentworth Water and Sanitary Sewer utility's. The water and sanitary utility's are intended to be dedicated to the City of Port Wentworth for use and maintenance. The Civil Site Plan for this subdivision will be reviewed under a separate Site Plan Review Application. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Suburban Character Area. This project is located in City Council District 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, July 10, 2023 at 3:30 P.M. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE CONDITION THAT A DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE CITY OF PORT WENTWORTH BE IN PLACE PRIOR TO THE CITY COUNCIL APPROVING THE APPLICATION.**

ATTACHMENTS:

- Application Phase 3 (PDF)

- Phase 3 APO (PDF)
- Wentworth Grove Major Subdivision P-Plat 2023 - Timeline (DOCX)

SUBDIVISION APPLICATION FORM FOR THE CITY OF PORT WENTWORTH

Application Form Required

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

Subdivision Name: Wentworth Grove Phase 3	
Location: South end of Magnolia Avenue and east of Novare Multifamily Apartments	
Number of Lots: 36	Number of Acres: 16.11 Acres
PIN #(s): 7-0906-04-024	Current Zoning: MPO

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

- | | |
|--|--|
| A. <input type="checkbox"/> Sketch Plan
<input type="checkbox"/> Master Plan
<input checked="" type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Final Plat
<input type="checkbox"/> Revision to a Recorded Plat | B. <input checked="" type="checkbox"/> Major Subdivision
(4 or more lots or a new road)

<input type="checkbox"/> Minor Subdivision
(3 or less lots & no new road) |
|--|--|

Purpose of Subdivision:

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

Variances: (List all variances being requested)

None

Georgia DOT Review Not applicable-access provided through permitted entrance drive for Novare Multifamily

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

Previous Submittal

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

Yes _____ No X

If yes, what name? _____

Date Submitted: _____ PWPC File No: _____

Number of Required Prints

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

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

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

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

Engineer/Surveyor: Scott K. Monson, Thomas and Hutton Engineering Co.

Address: 50 Park of Commerce Way City, State Zip: Savannah, GA 31405

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

Owner: Port Wentworth SFR LLC

Address: 1545 Peachtree Street, Suite 260 City, State Zip: Atlanta, GA 30309

Phone # 404-961-9888 Email: tandersen@novaregroup.com


Date: 06-07-2023

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

See attached list of adjacent property owners

Certifications:

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

By: *Port Wentworth SFR, LLC*

 Signature of Owner

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

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

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

TMS	Owner Name	Property Address	Owner Address (If different from Property Address)
7-0906-04-037	Rice Hope CJ LLC	100 Magnolia Blvd, Port Wentworth GA 31407	PO Box 450233, Atlanta, GA 31145-0233
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Project Timeline

Project Number: 230120

Project Name: Wentworth Grove Major Subdivision P-Plat 2023

Applicant: Scott K Monson, T&H Engineering

Owner: Port Wentworth SFR LLC

Planning Commission Date: 07/10/2023

Council Date: 07/27/2023

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City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SUBMITTED

Meeting: 07/27/23 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2852)

DOC ID: 2852

Site Plan Review Application submitted by Scott Monson with Thomas & Hutton, on behalf of Port Wentworth SFR LLC for PIN # 7-0906-04-024 (Parcel 4-a portion of Tract A1-1 of the Chisholm Tract) for a Specific Development Site Plan to allow a Single-Family Rental Subdivision (Wentworth Grove) in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance)

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

Background: This parcel is currently undeveloped land East of the Novare Multi-Family Apartments (Wentworth Park). A specific site plan for this parcel was approved by City Council on December 1, 2022 for a multi-family development with the appearance of a single family subdivision. The owner is requesting to subdivide the parcel into individual lots instead of developing as a multi-family project.

Facts and Findings: This is specific site development plan that will consist of 3 Phases. The site plan consist of a total of 106 single family rental units that will contribute to the Pine Forest Pump Station. The main entrance for the development will be on GA Highway 21. The Wastewater from the project will be collected by new 8" gravity sewer lines and transported to the existing Novare Multifamily gravity sewer system. The site plan also includes associated parking, clubhouse with pool, utilities, drainage and infrastructure improvements. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Suburban Character Area. This project is located in City Council District 1. This Site Plan received engineer concurrence from TR Long on June 11, 2023.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, July 10, 2023 at 3:30 PM. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE CONDITION THAT A DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE CITY OF PORT WENTWORTH BE IN PLACE PRIOR TO THE CITY COUNCIL APPROVING THE APPLICATION.**

ATTACHMENTS:

- Wentworth Grove Subdivision S-Site Plan 2023-Application (PDF)
- Wentworth Grove Subdivision S-Site Plan 2023-Proj Narrative (PDF)
- Wentworth Grove Subdivision S-Site Plan 2023-APO (PDF)

- Wentworth Grove Subdivision S-Site Plan 2023-Concurrence Letter 6.11.23 (PDF)
- Wentworth Grove Subdivision S-Site Plan 2023-Timeline (DOCX)

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

Site Plan Review Application

Site Plan Application is required for all new construction in a "P" or "MPO" zone as defined in the Zoning Ordinance of the City of Port Wentworth.

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

Site Plan Address: Magnolia Blvd., Port Wentworth, GA 31407 (adjacent to Novare Multifamily & Village at Rice Hope)

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

Zoning: M-P-O (Master Plan Overlay) Estimated Cost of Construction: \$ 18 Million

Type of Construction: Single Family Rental Subdivision

Project Name: Wentworth Grove Subdivision

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

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

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

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

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

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

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


 Applicant's Signature

June 13, 2023

Date

Owner's Signature (If Different form Applicant)

June 13, 2023

Date

Please see page 2 for required submittal checklist

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


Site Plan Review Application Submittal Checklist

Documentation below is required for a complete submittal.

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

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

I have read and agree to the above additional fee statement


 Applicant's Signature

June 13, 2023

Date



Novare Single Family - Port Wentworth, GA
 Novare Group
 Thomas & Hutton
 Wastewater Design Considerations

Job: 28595.0004
 Date: 5/26/22
 Revised: 5/5/2023
 By: SGJ/SKM

PROJECT NARRATIVE

Wentworth Grove (fka Novare SFR) is a 22.6 -acre residential development consisting of 106 single family rental units that will contribute to the Pine Forest PS. This project is located on Highway 21 N in Port Wentworth, Georgia. Wastewater from the project will be collected by new 8 inch gravity sewer lines and transported to the existing Novare Multifamily gravity sewer system. From there, wastewater will be transported to the Pine Forest Pump Station. Sewage collected at the Pine Forest pump station will be pumped through a 4" force main to a City maintained gravity sewer system.

DESIGN FLOW

Description	Units		UCL			Average Day Flow
Clubhouse Amenity =	15	members @	20	gpd/each	=	300 gpd
SFR 1BR	12	each @	150	gpd/each	=	1,800 gpd
SFR 2BR	51	each @	200	gpd/each	=	10,200 gpd
SFR 3BR	43	each @	300	gpd/each	=	12,900 gpd
* UCL is Unit Contributory Loading						TOTAL = 25,200 gpd

AVERAGE DAY FLOW

$$\begin{array}{rcl}
 24 \text{ hours per day of flow} & = & 1440 \text{ min/day} \\
 25,200 \text{ gpd} / 1440 \text{ min/day} & = & 18 \text{ gpm}
 \end{array}$$

PEAK FACTOR

A peaking factor of 2.5 will be used

$$\text{Peak} = 2.5$$

Average daily flows will vary continuously throughout each day with peak flows occurring at some point. The peak factor, which is applied to the average day flow to obtain the peak day flow, is derived from *10-State Standards*.



Novare Single Family - Port Wentworth, GA
 Novare Group
 Thomas & Hutton
 Wastewater Design Considerations

Job: 28595.0004
 Date: 5/26/22
 Revised: 5/5/2023
 By: SGJ/SKM

Use Peak Factor of **2.5**

PEAK DAY FLOW

$$18 \text{ gpm} \times 2.5 = 44 \text{ gpm}$$

CHECK CAPACITY OF NEW GRAVITY SEWER LINE ON-SITE

Use Mannings Equation to Calculate Maximum Allowable Flow

$$Q_m = (1.49/n) \times A \times R^{.67} \times S^{.5}$$

where: Q_m = Maximum Flowrate (cfs)

n = Mannings Roughness Coefficient

A = Cross Sectional Area (sf)

R = Hydraulic Radius (ft)

S = Slope (ft/ft)

Calculate Cross Sectional Area of Pipe

$$\text{Dia (in)} = 8$$

$$A \text{ (sf)} = \text{PI} \times d^2 / 4$$

$$A \text{ (sf)} = (0.35)$$

Calculate Hydraulic Radius

$$R \text{ (ft)} = \text{Area} / \text{Wetted Perimeter (Pw)}$$

where P_w = inside circumference of pipe (assuming full flow condition)

$$P_w = 2.0944$$

$$R \text{ (ft)} = 0.17$$

Select Variables

$$n = 0.014 \text{ Roughness Coefficient}$$

$$S \text{ (ft/ft)} = 0.004 \text{ Slope}$$

$$Q_m \text{ (cfs)} = 0.71 \quad \text{Maximum number of units on } 8 \text{ inch gravity} = 600 \text{ REUs}$$

$$Q_m \text{ (gpm)} = 317 \quad \text{Gravity line is adequate in size}$$

$$Q_r \text{ (gpm)} = 44 \text{ (Qr is peak flow)}$$

Note: 600 REU's is derived from 300 gpd per REU with a peak factor of 2.5 and flow occurring over a 24-hour period.
 600 REU's equal 450,000 gpd peak flow.

TMS	Owner Name	Property Address	Owner Address (If different from Property Address)
7-0906-04-037	Rice Hope CJ LLC	100 Magnolia Blvd, Port Wentworth GA 31407	PO Box 450233, Atlanta, GA 31145-0233
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114 North Commerce Street
Hinesville, Georgia 31313
(912) 368-5664 Office
(912) 368-7206 Fax



1000 Towne Center Blvd.
Suite 304
Pooler, Georgia 31322
(912) 355-1046

July 11, 2023

Mr. Jason Stewart
City of Port Wentworth
7224 Georgia Highway 21
Port Wentworth, Georgia 31407

Re: Site Development Plans
Novare Single Family Revised July 5, 2023
Port Wentworth, Georgia

Dear Mr. Stewart:

T. R. Long Engineering, P.C. has reviewed the revisions to the construction plans for the above referenced project. These plans were prepared by Thomas & Hutton revised July 5, 2023. The proposed plans generally meet the intent of the ordinances and guidelines governing construction in Port Wentworth.

Concurrence with the site plan by T. R. Long Engineering, P.C. and Port Wentworth does not relieve the owner/developer, designer, engineer, and contractor nor their representatives from their individual or collective responsibilities to comply with provisions of Local, State, and Federal regulations and/or ordinances. T. R. Long Engineering, P.C. and Port Wentworth's review of the submitted documents for completeness and general compliance with codes, ordinances and/or standards. No design liability can be assumed or assigned to T. R. Long Engineering, P.C. or Port Wentworth. All design liability remains with the professional engineer who signed and sealed those documents. Additionally, concurrence with the submitted documents and their intent is not to be construed as a check of every item submitted and does not prevent Port Wentworth from requiring corrections and/or addressing of omissions in the submitted documents and/or construction.

Should you have any questions, comments or need additional information please contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Trent R. Long'.

Trent R. Long, P.E.

Project Timeline

Project Number: 230120

Project Name: Wentworth Grove Major Subdivision P-Plat 2023

Applicant: Scott K Monson, T&H Engineering

Owner: Port Wentworth SFR LLC

Planning Commission Date: 07/10/2023

Council Date: 07/27/2023

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- 05.05.2023 – 2nd Submittal Received (SC)
- 05.08.2023 – Email sent to T&H regarding the Deed restrictions or Subdivision Covenants
- 05.09.2023 - Site plan/subdivision review request emailed to TRLong to start
- 06.06.2023 – 1st Review by TR Long received. (Email sent to Scott Monson) SC
- 06.07.2023 – Response email from Scott regarding pipes sent to TRLong (SC)
- 06.07.2023 – 1st Comment received by T&H (Email sent to TRLong) SC
- 06.08.2023 – Electronic Subdivision application received for Ph. 1,2,&3
- 06.09.2023 – Hard copy of Subdivision Application for each Phase received
- 06.11.2023 – Concurrence Letter received from TR Long
- 06.12.2023 – Email sent to Scott Monson regarding no Site Plan Application & Balance owed for Subdivision Submittals
- 06.13.2023 – Email from ME sent to Scott Monson regarding Site Plan Application needed with Full payment for Site Plan & Subdivision Applications
- 06.14.2023 – Email sent to Scott Monson regarding items needing to be corrected on preliminary plats for Phases 1,2,& 3
- 06.14.2023 – Public Hearing Notice Letters mailed out to APO's.
- 06.16.2023 – Public Hearing notice sent to newspaper to be ran for Wednesday, June 21, 2023
- 06.16.2023 – Received revised plats from T & H to include addresses
- 07.10.2023 – The Planning Commission voted unanimously to approve the application with the condition that a Development Agreement between the Developer and the City of Port Wentworth be in place prior to the City Council approving the application.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

DRAFT

AGENDA ITEM (ID # 2859)

Meeting: 07/27/23 07:00 PM
Department: All
Category: Proclamation
Prepared By: Zahnay Smoak
Department Head: Steve Davis

DOC ID: 2859

14.A

NLC Small City Proclamation

ATTACHMENTS:

- NLC-Proc-Small-Cities-Month-2023 (PDF)

(SAMPLE)
Proclamation

National League of Cities
Small Cities Month
June 2023

Whereas small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

Whereas small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

Whereas the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; an

Whereas state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

Whereas organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

Whereas during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and

Whereas the National League of Cities President *and* the Small Cities Council of the National League of Cities have declared June 2023 as Small Cities Month;

Now therefore, the Council of Port Wentworth Georgia does hereby proclaim June 2023, as Small Cities Month, and encourages President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

[Mayor's Signature]



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

DRAFT

AGENDA ITEM (ID # 2860)

Meeting: 07/27/23 07:00 PM
Department: All
Category: Proclamation
Prepared By: Zahnay Smoak
Department Head: Steve Davis

DOC ID: 2860

14.B

National Night Out Proclamation

ATTACHMENTS:

- National Night Out 2023 (PDF)



CITY OF PORT WENTWORTH

PROCLAMATION

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 1st, 2023 entitled "National Night Out"; and

WHEREAS, the "40th Annual National Night Out" provides a unique opportunity for Port Wentworth, Georgia to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and;

WHEREAS, the City Of Port Wentworth plays a vital role in assisting the City of Port Wentworth Police Department through joint crime, drug and violence prevention efforts in Port Wentworth and is supporting "National Night Out 2023" locally; and

WHEREAS, it is essential that all citizens of Port Wentworth, Georgia be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Port Wentworth; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

NOW THEREFORE, WE, THE GOVERNING BODY, do hereby call upon all citizens of Port Wentworth to join the City of Port Wentworth Police Department for a "National Night Out" on August 1st, 2023, located at Rice Creek Club House - 12 Twelve Oaks Road.

FURTHER, LET IT BE RESOLVED THAT, WE, THE GOVERNING BODY, do hereby proclaim Tuesday, August 1st, 2023 as "National Night Out" in Port Wentworth, Georgia.

ATTEST:

Zahnay Smoak - MPA, Clerk of Council

Thomas Barbee, Mayor Pro Tem





POLICE - COMMUNITY PARTNERSHIPS

**WELCOME TO
NATIONAL NIGHT OUT 2023!
TUESDAY
AUGUST 1, 2023
6PM - 8PM**

**RICE CREEK CLUB HOUSE
12 TWELVE OAKS ROAD
PORT WENTWORTH, 31407**

**FOR MORE INFORMATION
CONTACT**

MARGO BARBEE

763.439.4512



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

DRAFT

AGENDA ITEM (ID # 2861)

Meeting: 07/27/23 07:00 PM
Department: All
Category: Resolution
Prepared By: Zahnay Smoak
Department Head: Steve Davis

14.C

DOC ID: 2861

Port Wentworth Development Authority Authorizing Resolution

Issue/Item: Resolution to appoint initial four members to the Port Wentworth Development Authority

Background, Facts, and Findings: The Council created the Port Wentworth Development Authority at the June Council Meeting. To ensure the Development Authority retains the ability to begin its work, at least four members need to be appointed to take action. Per state law and guidelines, a minimum of 4 members of the 7 total members, must be appointed for the Development Authority to hold meetings and begin its work. Also pursuant to state law and guidelines, all members must reside within the City, and at maximum one elected Councilperson is allowed to be appointed to the Development Authority.

Staff recommends the appointment of the following individuals to the Port Wentworth Development Authority:

- Councilmember Gabrielle Nelson
- Shawn Randerwala
- Morgan Halloran
- Charlene Middleton

Funding: N/A

Recommendation: Approve the Resolution to Appoint the above nominees to the Port Wentworth Development Authority.

ATTACHMENTS:

- 23.07.27 CC Mtg - DA Appointments - Resolution_ (DOCX)

RESOLUTION NO. R23-07-XX

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

**A RESOLUTION APPOINTING MEMBERS TO THE
PORT WENTWORTH DEVELOPMENT AUTHORITY**

WHEREAS, the Mayor and City Council have the general power to provide for the health, safety, and welfare of the citizens of Port Wentworth;

WHEREAS, the Mayor and City Council have the power to create, alter, or abolish departments, boards, offices, commissions, and agencies of the city, and to confer upon such departments the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to same;

WHEREAS, the Mayor and City Council have previously established the Port Wentworth Development Authority, and desire to appoint members to such authority so it may conduct its business for the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Wentworth, Georgia, as follows:

- I. The following individuals are hereby appointed to the Port Wentworth Development Authority:
 - 1) Councilmember Gabrielle Nelson
 - 2) Shawn Randerwala
 - 3) Morgan Halloran
 - 4) Charlene Middleton
- II. Such appointments shall become effective upon the approval of the appointments.
- III. The City Manager and City staff shall take such actions deemed necessary or advisable to accomplish this Resolution and appointments.

- IV. All laws and parts of laws in conflict with this Resolution are hereby repealed.
- V. This Resolution shall become effective immediately upon its passage and adoption.

SO RESOLVED this the 27th day of July, 2023.

Approved:

Gary Norton, Mayor

Attest:

Zahnay Smoak, Clerk of Council



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SUBMITTED

Meeting: 07/27/23 07:00 PM
Department: Development Services
Category: Ordinance
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2851)

DOC ID: 2851

Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer, for PIN #'s 70976 01055 & 70976 01041Y, (1100 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District (R-5 Multi-Family Residential, under Newly Adopted Zoning Ordinance) for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (1ST READING)

Issue/Item: Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer, for PIN #'s 70976 01055 & 70976 01041Y, (1100 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District (R-5 Multi-Family Residential, under Newly Adopted Zoning Ordinance) for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (1ST READING)

Background: The subject property is currently being used as a residential home and a open field. There are several buildings or structures on the subject property.

Facts and Findings: The total amount of property to be rezoned is 23.44 acres. The applicant is requesting to rezone the property from R-A (Residential Agriculture) to R-M (Residential Multifamily) to develop a cottage development community called LEO Cottages at Port Wentworth. The nature of the proposed development is a "build to rent" or "cottage" community which will consist of 215 dwelling units in single-family or two-family buildings that are owned & operated by the developer as rental units. The access for the development will be off of Meinhard Road. The project will also include associated drainage and water and sewer utilities. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Suburban Character Area. This project is located in City Council District 3.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, July 10, 2023 at 3:30 PM. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (PDF)
- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Owner sign (PDF)

- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Timeline (DOCX)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC Phone # (912) 644-5756

Mailing Address: Bouhan Falligant LLP, One West Park Avenue, Savannah, GA 31401

Property Owner: Pfeiffer Family Living Trust; William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer

Phone #

Use back if more than one owner

Owner Address: 1100 Meinhard Road, Port Wentworth, GA 31407

PIN #(s): 70976 01055; 70976 01041Y

of Acres 23.44 (aggregate)

Zoning Classification: Present R-A Requested R-M

Use of Property: Present Residential / Agricultural Requested Multifamily Residential

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

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

See attachment

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 250 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit fifteen (15) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit fifteen (15) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
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 \$356.00 + \$50.00 per acre + \$50.00 Administrative Fee, payable to the City of Port Wentworth.

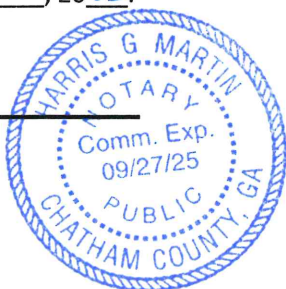
APPLICATION MUST BE FILED 45 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

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

Sworn to and subscribed before me this

4th day of May, 2023

Notary Public



Signature of Applicant

DISCLOSURE OF FINANCIAL INTERESTS

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

Reference: Application filed on May 4, 2023, to rezone real property described as follows:

See attachment

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

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

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

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership

Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

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

Sworn to and subscribed before me this
 _____ day of _____, 20____.

 Signature of Official

 Notary Public

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: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

Charlotte G. Pfeifer trustee
 Signature of Owner

Personally appeared before me

Charlotte G. Pfeifer

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

5-5-2023
 Date



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: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

William K. Pfeiffer Jr. trustee
 Signature of Owner

Personally appeared before me

✓ William Koolker Pfeiffer Jr., Trustee

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

5-5-2023
 Date



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on May 4, 2023, to rezone real property described as follows:

See attachment

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

N/A

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

Sworn to and subscribed before me this
4th day of May, 2023

Signature of Applicant

HGrt
Notary Public



Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2851 : ZMA MEINHARD RD 7-0976-01-0557-0976-

ATTACHMENT

**to Rezoning (Map Amendment) Application
of John D. Northup III
for Advenir Oakley Development, LLC**

INTRODUCTION

The subject parcels are within the Phase 3 Master Plan Design District. Accordingly, pursuant to Section 2.3 of the Master Plan Overlay section within Section 5.1 of the Port Wentworth Zoning Ordinance (the "Ordinance"), the subject parcels must submit a master plan for review and approval by the City. The site plan attached hereto as **Exhibit A** (the "Master Plan") shall constitute the master plan for purposes of compliance with such section of the Ordinance.

The Master Plan contemplates a development that contains approximately 215 dwelling units and an amenity complex, contained within approximately 23.5 acres. The two currently existing parcels will be recombined after the developer acquires them (contingent on a successful rezoning), so that either a single parcel will result, or a small number of parcels. The nature of the proposed development is a "build to rent" or "cottage" community, which will consist of dwelling units in single-family or two-family buildings that are owned and operated by the developer as rental units. Accordingly, a separate lot is not required for each building or dwelling unit, since ownership of all buildings and dwelling units will be retained by the developer. In this way, the development will function like a multi-family development, though with units not being clustered in a single large building, but rather in single- or two-family homes spread across a small number of lots. The developer calls this concept a "horizontal multi-family" use.

Given this proposed use, the master plan contains only a single zoning classification – R-M, or Multifamily Residential. That zoning classification allows for a maximum density of 18 dwelling units per gross acre. The proposed development on the subject parcels should yield a density of slightly more than 9 dwelling units per acre – far less density than the R-M zoning classification allows.

In connection with input by the City of Port Wentworth (the "City"), the master plan may be amended if necessary to incorporate the development standards that are particular to an R-M classification, but which address the unique "one lot" structure proposed for this development. The developer intends to adhere to all applicable setbacks, buffers and parking requirements, though those may need to be reinterpreted to apply to this situation, in which dwelling unit buildings are not situated on their own individual lots.

The proposed development will be a very walkable, pedestrian-friendly area that will not be gated. There are possibilities to connect the proposed development to potential commercial properties that may be developed in the future to the north of the proposed development, on the other side of Little Hurst Branch.

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 subject parcels are currently zoned R-A, or Residential-Agriculture. Directly across Meinhard Road is the Lake Shore development, which consists of largely single family residential homes, with a few townhomes in the southeast corner of the development. Lake Shore is zoned P-RIP, or Planned Residential-Institutional. The maximum density allowed by an RIP zoning classification is 12 dwelling units per acre. That is comparable, and even a little greater than, the +/- 9 dwelling units per acre that will be contained in the proposed development. So the density of the proposed development will be slightly less than the Lake Shore development across Meinhard Road.

The properties surrounding the subject parcels on the north side of Meinhard Road are largely single family residences on large lots. However, several of the large lots to the northeast of the subject lots (across Little Hurst Branch and bordering on Benton Boulevard) are anticipated to be developed as commercial properties. The medium density, walkable and accessible development being proposed in Advenir Oakley's master plan could serve as a bridge between the more dense, largely single family Lake Shore area and the pending commercial properties to the northeast.

I. SUBJECT PROPERTY

[See tax parcel map attached as **Exhibit B** showing the parcels described below numbered **in red**]

<u>No.</u>	<u>PIN</u>	<u>Address</u>	<u>Owner</u>
1	70976 01055	1100 Meinhard Road	William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer, Trustees, or their Successors in Trust, Under the Pfeiffer Family Living Trust Dated October 30, 2007, and Any Amendments Thereto
2	70976 01041Y	1100 Meinhard Road	William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer, Trustees, or their Successors in Trust, Under the Pfeiffer Family Living Trust Dated October 30, 2007, and Any Amendments Thereto

Legal Descriptions (metes and bounds):

PARCEL 1 (PIN 70976 01055):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set, said point being the POINT OF BEGINNING and having a coordinate of N798360.15 E947606.99; thence S 29°11'59" E a distance of 774.48' to an iron rebar set; thence S 36°38'13" E a distance of 525.40' to a concrete monument; thence S 29°55'57" W a distance of 146.04' to a concrete monument; thence N 46°17'46" W a distance of 112.59' to a concrete monument; thence S 36°53'21" W a distance of 318.07' to a concrete monument leaning; thence N 60°02'13" W a distance of 996.32' to a ½" iron rebar found; thence N 26°54'39" E a distance of 874.45' to a concrete monument; thence N 44°28'18" E a distance of 173.02' to an iron rebar, which is the POINT OF BEGINNING, said parcel containing 18.42 acres, more or less.

PARCEL 2 (PIN 70976 01041Y):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found, said point being the POINT OF BEGINNING and having a coordinate of N798360.15 E947696.99; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found; thence N 60°02'39" W a distance of 234.93' to a concrete monument found; thence N 25°11'35" E a distance of 219.19' to a concrete monument found; thence N 25°14'36" E a distance of 492.39' to a concrete monument found; thence N 46°01'09" E a distance of 137.88' to a concrete monument found; thence N 43°04'03" E a distance of 97.27' to an iron rebar set; thence S 41°22'18" E a distance of 197.35' to a concrete monument, which is the POINT OF BEGINNING, said parcel containing 5.00 acres, more or less.

II. PROPERTIES WITHIN 250' OF SUBJECT PARCELS

[See tax parcel map attached as Exhibit B showing the parcels described below highlighted in yellow and numbered in blue]

Map Ref #	PIN	Property Address	Last	First	Mailing Address
1	70976 01023	732 Highway 30	Rahn	Guy K	732 GA Hwy 30, Port Wentworth, GA 31407
2	70976 01018	711 Highway 30	Newman	Tina Woods	333 Westminster Dr, Guyton, GA 31312
3	70976 01037	743 Highway 30	Willis & Spencer	Linsey M & Timothy L.	743 GA Hwy 30, Port Wentworth, GA 31407
4	70976 01036	745 Highway 30	Nelson	Carla	P.O. Box 117, Pembroke, GA 31321
5	70976 01035	747 Highway 30	Simon	William M. & Connie E.	490 Goshen Rd, Rincon, GA 31326
6	70976 01034	749 Highway 30	Brisbin	David	749 GA Hwy 30, Port Wentworth, GA 31407
7	70976 01039	1122 Meinhard Rd	Griner	Johnny R.	1122 Meinhard Rd, Port Wentworth, GA 31407
8	70976 01038	1112 Meinhard Rd	Griner	Lynwood R. & Anita S.	1112 Meinhard Rd, Port Wentworth, GA 31407
9	70978B 07069	8 Fox Glen Ct	Floyd	Matthew	8 Fox Glen Ct, Port Wentworth, GA 31407
10	70978B 07070	6 Fox Glen Ct	Bullard	Ahsanti Y	6 Fox Glen Ct, Port Wentworth, GA 31407
11	70978B 07071	4 Fox Glen Ct	Nelson	Erin Yvette	4 Fox Glen Ct, Port Wentworth, GA 31407
12	70978B 07072	2 Fox Glen Ct	Kicklighter	Roshon	2 Fox Glen Ct, Port Wentworth, GA 31407
13	70978B 11001	101 Fox Glen Ct	Farmer	Brandon K	101 Fox Glen Ct, Port Wentworth, GA 31407
14	70978B 11002	103 Fox Glen Ct	Mayse	Aubry C & Denise G	103 Fox Glen Ct, Port Wentworth, GA 31407
15	70978B 11004	105 Fox Glen Ct	Strobert	Teresa	105 Fox Glen Ct, Port Wentworth, GA 31407
16	70978B 11005	107 Fox Glen Ct	Wade	Michael J	107 Fox Glen Ct, Port Wentworth, GA 31407
17	70978B 11006	109 Fox Glen Ct	Gibbons	Shonteria D & William	109 Fox Glen Ct, Port Wentworth, GA 31407
18	70978B 11007	111 Fox Glen Ct	Jones	Michael Edward	111 Fox Glen Ct, Port Wentworth, GA 31407
19	70978B 11008	113 Fox Glen Ct	Lockwood	Nadine Y	113 Fox Glen Ct, Port Wentworth, GA 31407
20	70978B 11009	115 Fox Glen Ct	Weaver	Aaron M & Heather A	115 Fox Glen Ct, Port Wentworth, GA 31407
21	70978B 11010	117 Fox Glen Ct	Pynn	Nathan	117 Fox Glen Ct, Port Wentworth, GA 31407
22	70978B 11011	119 Fox Glen Ct	American Homes 4 Rent Properties Eight, LLC		23975 Park Sorrento Suite 300, Calabasas, CA 91301
23	70978B 11012	121 Fox Glen Ct	Bush	Ebony U	121 Fox Glen Ct, Port Wentworth, GA 31407
24	70978B 11013	123 Fox Glen Ct	Harvey	Joellen C	123 Fox Glen Ct, Port Wentworth, GA 31407

25	70978B 11014	125 Fox Glen Ct	Willert	Renee K	125 Fox Glen Ct, Port Wentworth, GA 31407
26	70978B 11015	127 Fox Glen Ct	Elleby	Tonia	127 Fox Glen Ct, Port Wentworth, GA 31407
27	70978B 11016	129 Fox Glen Ct	Cook	Johnnie Jr.	129 Fox Glen Ct, Port Wentworth, GA 31407
28	70978B 11017	131 Fox Glen Ct	Douglas	Cassandra E Catherine Theresa &	131 Fox Glen Ct, Port Wentworth, GA 31407
29	70978B 11018	133 Fox Glen Ct	Helms & Annan	Lauren Elaine	133 Fox Glen Ct, Port Wentworth, GA 31407
30	70978B 11019	135 Fox Glen Ct	Hall	Deanna	135 Fox Glen Ct, Port Wentworth, GA 31407
31	70978B 11020	137 Fox Glen Ct	Bell	Sha Nell M & Jermona	137 Fox Glen Ct, Port Wentworth, GA 31407
32	70978B 11021	139 Fox Glen Ct	American Homes 4 Rent Properties Eight, LLC		30601 Agoura Rd, Suite 200, Agoura Hills, CA 9130
33	70978B 11022	141 Fox Glen Ct	Clark	Lori C	141 Fox Glen Ct, Port Wentworth, GA 31407
34	70978B 11023	143 Fox Glen Ct	Riasco Llorent & Riasco Lanas	Lionel A. & Lionel A.	143 Fox Glen Ct, Port Wentworth, GA 31407
35	70978B 11024	145 Fox Glen Ct	Anderson	David J II	145 Fox Glen Ct, Port Wentworth, GA 31407
36	70978B 11025	147 Fox Glen Ct	Moore	Tyler J	147 Fox Glen Ct, Port Wentworth, GA 31407
37	70978B 11026	149 Fox Glen Ct	Lebyed	Mohammed	149 Fox Glen Ct, Port Wentworth, GA 31407
38	70978B 11027	151 Fox Glen Ct	Harvey AH4R Properties, LLC	Ryan A & Casey M	151 Fox Glen Ct, Port Wentworth, GA 31407
39	70978B 11028	153 Fox Glen Ct			23975 Park Sorrento Suite 300, Calabasas, CA 9130
40	70978B 11029	155 Fox Glen Ct	Curri	Detrious T	155 Fox Glen Ct, Port Wentworth, GA 31407
41	70978B 11030	157 Fox Glen Ct	Anderson	Sheena	157 Fox Glen Ct, Port Wentworth, GA 31407
42	70978B 11031	159 Fox Glen Ct	Correa	Marcelo Clos & Feranda	23018 Fairway Brg, San Antonio, TX 78258
43	70978 02001A	920 Meinhard Rd	Sample	Michael A. & Dawn	920 Meinhard Road, Port Wentworth, GA 31407
44	70978 02009	916 Monteith Rd	Lingle	Angela B & James J. Jr.	916 Monteith Road, Port Wentworth, GA 31407
45	70978 02008	912 Meinhard Rd	Beatty	Charles Waring Jr.	912 Meinhard Road, Port Wentworth, GA 31407

III. PLAT

[See ALTA plat attached as **Exhibit C**]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

IV. SITE PLAN

[See draft Site Plan attached as **Exhibit A**]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

EXHIBIT A

MASTER PLAN / SITE PLAN

[Attached]



LEO Cottages at Port Wentworth

April 2023 | 1:100



Advenir Oakley Capital, LLC

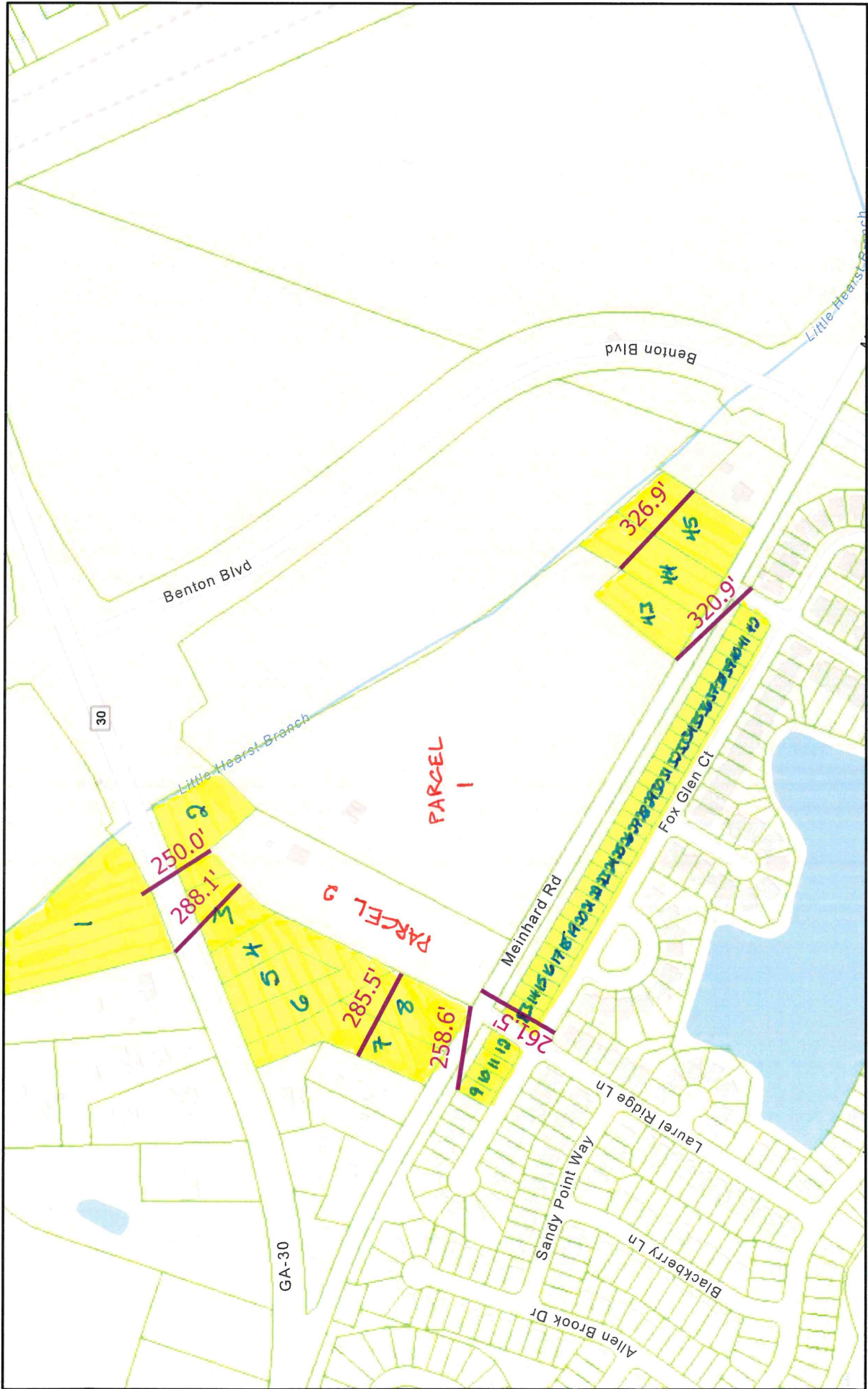
EXHIBIT B

TAX PARCEL MAP

[Attached]

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2851 : ZMA MEINHARD RD 7-0976-01-0557-0976-

Meinhard Road



4/27/2023, 1:41:43 PM

1:6,000

0 237.5 475 950 ft

0 70 140 280 m

Esri Community Maps Contributors, Savannah Area GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

14.D.a

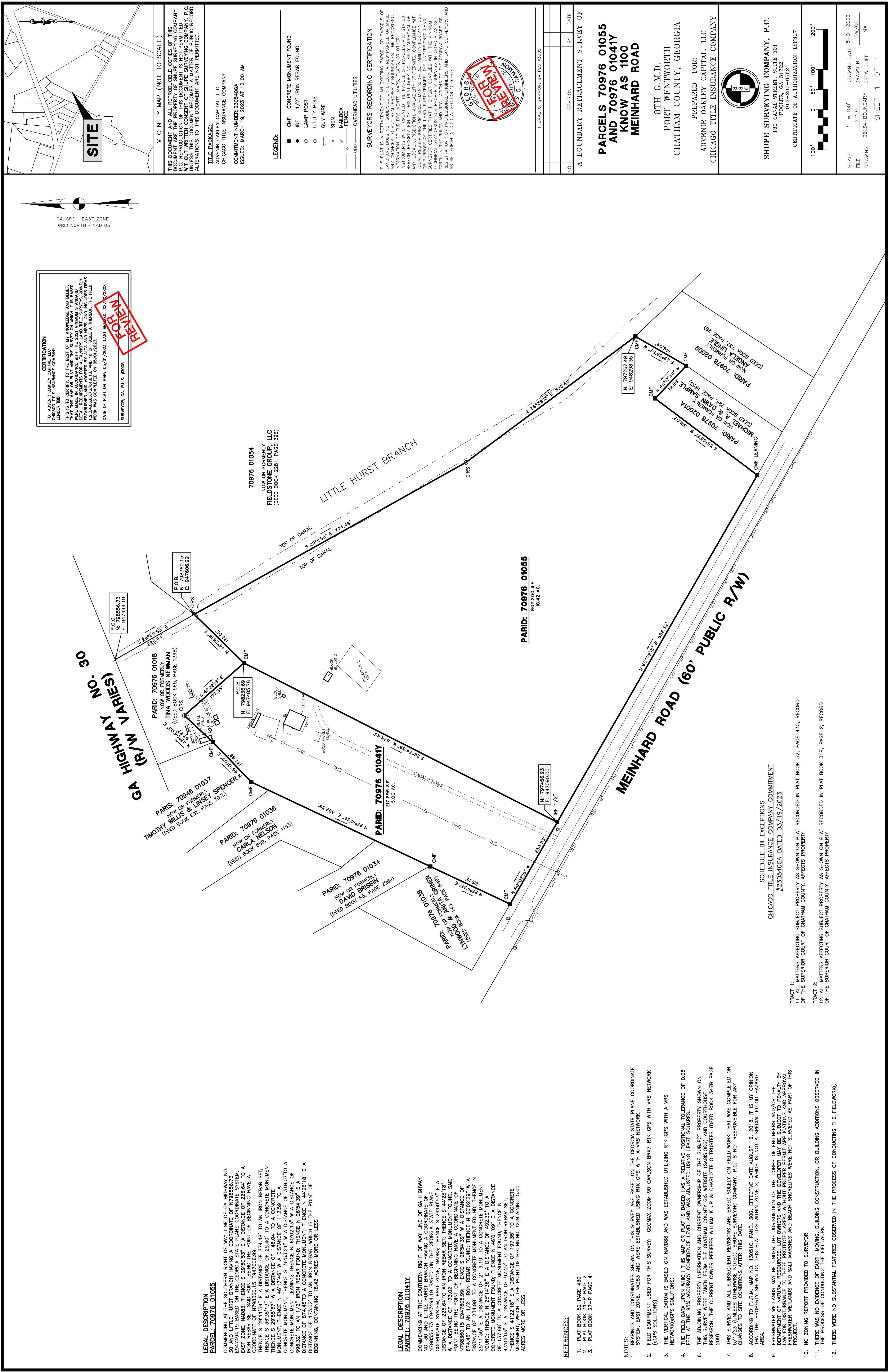
Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2851 : ZMA MEINHARD RD 7-0976-01-0557-0976-

EXHIBIT C

PLAT OF SUBJECT PARCELS

[Attached]

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2851 : ZMA MEINHARD RD 7-0976-01-0557-0976-



**BOUHAN
FALLIGANT**
ATTORNEYS & COUNSELORS AT LAW

One West Park Avenue
Savannah, Georgia 31401

John D. Northup III
912-644-5756
jdnorthup@bouhan.com
Licensed: GA, SC

May 12, 2023

VIA FEDERAL EXPRESS

City of Port Wentworth Development Services
Attn: Stephanie Cook, Administrative Assistant
7306 GA Hwy 21, Suite 301
Port Wentworth, GA 31407
912-999-2084

**Re: Application for Zoning Map Amendment (the “Rezoning Application”)
Meinhard Road parcels (PINs 70976 01055 & 70976 01041Y)
Port Wentworth, GA**

Dear Stephanie:

In connection with the above-referenced Rezoning Application, please find enclosed two (2) fully executed and notarized Authorization Owner for William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer.

Very truly yours,

BOUHAN FALLIGANT LLP



John D. Northup III

JDN/der

Enclosures

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: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

William K Pfeiffer Jr, Trustee
 Signature of Owner

Personally appeared before me

< William Koelker Pfeiffer Jr, Trustee

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

5-5-2023

Date



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: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

Charlotte Pfeifer, trustee
 Signature of Owner

Personally appeared before me

Charlotte G. Pfeifer

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

Date

5-5-2023



230148 ZMA MEINHARD RD 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023

Project Timeline

Project Number: 230148

Project Name: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023

Applicant: John Northup III, on behalf of Advenir Oakley Development LLC

Owner: Pfeiffer Family Living Trust: William K Pfeiffer Jr & Charlotte G Pfeiffer

Planning Commission Date:07/10/2023

1st Reading Council Date:07/27/2023

2nd Reading Council Date:08/24/2023

- 05/05/2023 – Application received-Incomplete (SC)
- 05/08/2023 – Email sent to John Northup for Original Signatures on Authorization of Property Owners Form (SC)
- 05/16/2023 - Original signatures for Authorization of Property Owners received and application fees as well. Application complete.
- 06.14.2023 – Public Hearing Notice Letters mailed out to APO's.
- 06.16.2023 – Public Hearing notice sent to newspaper to be ran for Wednesday, June 21, 2023
- 07.10.2023 – The Planning Commission voted unanimously to approve the application.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

DRAFT

Meeting: 07/27/23 07:00 PM
Department: All
Category: Amendment
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2863)

DOC ID: 2863

Budget Amendment for The Year Ending 6/30/2024

Issue/Item: Budget Amendment

Background: The City approved the FY 24 budget for contract service for the administration of has Public Works, Sewer and Wastewater Treatment Plant contract services totaling \$1,484,637.

Allocated as follows:

Department Contract Services	GL	Budget
Public Work	100-4200	63,887
Sewer	505-4330	185,250
Waste Water Treatment Plant	505-4335	955,250
Water	505-4400	280,250
		<u>1,484,637</u>

Facts and Findings:

1. The City will reduce the budgeted contract services costs by \$ 676,737 and contract for reduced services, scoped to support the management of the wastewater treatment plant and water services infrastructure, that contract will be budgeted at \$807,900.
2. The City will add six (6) maintenance positions, three (30 public works vehicles, tools, supplies and other costs in the amount of \$647,737 to support the public works maintenance operations.
3. The City will see a net reduction in total expenses and net use of fund balance in the amount of \$27,000 for the first year.

		PUBLIC WORKS	SEWER	WWTP	WATER	SOLID WASTE	
		FUND 100	FUND 505	FUND 505	FUND 505	FUND 505	
	TOTAL	4200	4330	4335	4400	4500	TOTAL
SALARIES - REGULAR	259,293	51,859	103,717	-	103,717	-	259,293
OVERTIME	2,500	500	1,000	-	1,000	-	2,500
UNEMPLOYMENT BENEFIT	5,186	1,037	2,074	-	2,074	-	5,186
INSURANCE - GROUP	98,419	19,684	39,368	-	39,368	-	98,419
P/R TAXES	19,836	3,967	7,934	-	7,934	-	19,836
RETIREMENT - GMEBS	15,558	3,112	6,223	-	6,223	-	15,558
WORKMENS COMP INS	2,852	570	1,141	-	1,141	-	2,852
LONG & SHORT TERM DISA	2,593	519	1,037	-	1,037	-	2,593
TOTAL PERSONNEL SVCS & EMPLOY BENEFITS	406,237	81,247	162,495	-	162,495	-	406,237
INSURANCE - GENERAL (AUTO)	7,500	7,500					7,500
CONTRACT SERVICES (EOM)	800,400		200,100	400,200	200,100		800,400
TOTAL PURCHASE/CONTRACTED SVC	807,900	7,500	200,100	400,200	200,100	-	807,900
TOOLS	6,000	6,000					6,000
UNIFORMS	7,500	7,500					7,500
GAS & OIL	30,000	30,000					30,000
MISCELLANEOUS	5,000	5,000					5,000
TOTAL MATERIAL & SUPPLIES	48,500	48,500	-	-	-	-	48,500
CAPITAL	195,000	-	97,500		97,500		195,000
TOTAL CAPITAL	195,000	-	97,500	-	97,500	-	195,000
TOTAL PUBLIC WORKS	1,457,637	137,247	460,095	400,200	460,095	-	1,457,637
APPROVED CONTRACT SERVICE BUDGET FY 24	(1,484,637)	(63,887)	(185,250)	(955,250)	(280,250)		(1,484,637)
REDUCTION OPER TRANSFER FUND	(27,000)	73,360	274,845	(555,050)	179,845		(27,000)
	(1,457,637)	(137,247)	(460,095)	(400,200)	(460,095)	-	(1,457,637)

Funding:

Increase in Fund 100 Fund Balance of \$ 73,360.

Decrease in Fund 505 Fund Balance of \$100,360.

Net Impact Reduce the use of prior year fund balance by \$ 27,000.

Recommendation: Approve**ATTACHMENTS:**

- FY24 BUDGET AMENDMENT #1(PDF)

PERSONNEL SVCS & EMPLOY BENEFITS	
100-5-4200-511101	
100-5-4200-511300	
100-5-4200-512001	
100-5-4200-512101	
100-5-4200-512201	
100-5-4200-512400	
100-5-4200-512700	
100-5-4200-512902	

SALARIES - REGULAR
OVERTIME
2.00% UNEMPLOYMENT BENEFIT
37.89% INSURANCE - GROUP
7.65% P/R TAXES
6.00% RETIREMENT - GMEBS
1.10% WORKMENS COMP INS
1.00% LONG & SHORT TERM DISA
TOTAL PERSONNEL SVCS & EMPLOY BENEFITS

PURCHASED/CONTRACTED SVA	
100-5-4200-523100	
100-5-4200-523852	

INSURANCE - GENERAL (AUTO)
CONTRACT SERVICES (EOM)
TOTAL PURCHASE/CONTRACTED SVC

MATERIALS & SUPPLIES	
100-5-4200-531107	
100-5-4200-531701	
100-5-4200-531270	
100-5-4200-531702	

TOOLS
UNIFORMS
GAS & OIL
MISCELLANEOUS
TOTAL MATERIAL & SUPPLIES

CAPITAL	
100-5-4200-542200	

CAPITAL
TOTAL CAPITAL

RECONCILIATION	
100-5-4200-523852	
FUND BALANCE OFFSET	

APPROVED CONTRACT SERVICE BUDGET FY 24
REDUCTION OPER TRANSFER FUND
Net Budget Adjustment

	TOTAL	PUBLIC WORKS FUND 100 4200	SEWER FUND 505 4330	WWTP FUND 505 4335	WATER FUND 505 4400	SOLID WASTE FUND 505 4500	TOTAL
	259,293	51,859	103,717	-	103,717	-	259,293
	2,500	500	1,000	-	1,000	-	2,500
	5,186	1,037	2,074	-	2,074	-	5,186
	98,419	19,684	39,368	-	39,368	-	98,419
	19,836	3,967	7,934	-	7,934	-	19,836
	15,558	3,112	6,223	-	6,223	-	15,558
	2,852	570	1,141	-	1,141	-	2,852
	2,593	519	1,037	-	1,037	-	2,593
	406,237	81,247	162,495	-	162,495	-	406,237
	7,500	7,500	200,100	400,200	200,100	-	7,500
	800,400						800,400
	807,900	7,500	200,100	400,200	200,100	-	807,900
	6,000	6,000					6,000
	7,500	7,500					7,500
	30,000	30,000					30,000
	5,000	5,000					5,000
	48,500	48,500	-	-	-	-	48,500
	195,000	-	97,500		97,500		195,000
	195,000	-	97,500	-	97,500	-	195,000
	1,457,637	137,247	460,095	400,200	460,095	-	1,457,637
	(1,484,637)	(63,887)	(185,250)	(955,250)	(280,250)		(1,484,637)
	(27,000)	73,360	274,845	(555,050)	179,845		(27,000)
	(1,457,637)	(137,247)	(460,095)	(400,200)	(460,095)	-	(1,457,637)

EXPENSES BY LINE ITEM			DEPT	DESCRIPTION
100-5-4200-523852	PUBLIC WORKS	CONTRACT SERVICES		
505-5-4330-523852	SEWER	CONTRACT SERVICES		
505-5-4335-523852	WWTP	CONTRACT SERVICES		
505-5-4400-523852	WATER	CONTRACT SERVICES		
EXPENSES SUMMARY BY FUND				
	FUND	DESCRIPTION		
523852	FUND 100	EXPENSES		
523852	FUND 505	EXPENSES		
		NET IMPACT ON EXPENSES		
REVENUE BY LINE ITEM				
	FUND	DESCRIPTION		
100-391400	FUND 100	TRANSFER FUND BALANCE INCREASE USE		
505-391400	FUND 505	TRANSFER FUND BALANCE REDUCTION USE		
		NET IMPACT ON FUND BALANCE USE		

APPROVED	AMENDMENT	REVISED
63,887	73,360	137,247
185,250	274,845	460,095
955,250	(555,050)	400,200
280,250	179,845	460,095
1,484,637	(27,000)	1,457,637
18,681,578	73,360	18,754,938
8,718,770	(100,360)	8,618,410
27,400,348	(27,000)	27,373,348
849,562	73,360	922,922
311,460	(100,360)	211,100
1,161,022	(27,000)	1,134,022

APPROVED	AMENDMENT	REVISED
63,887	73,360	137,247
1,420,750	(100,360)	1,320,390
1,484,637	(27,000)	1,457,637

FUND 100

FUND 505

PUBLIC WORKS	SEWER	WWTP	SOLID WASTE	
FUND 100	FUND 505	FUND 505	FUND 505	
4200	4330	4335	4500	TOTAL
20	40	40	12.5	100
50	12.5	12.5	12.5	100

4200 Personnel Only
4200 All Expenses

2023-2024 NEW CAPITAL PROJECT PROPOSAL FORM

DEPARTMENT		Public Works		
CAPITAL PROJECT TITLE		Department Vehicles	PROJECT NUMBER	24-0047
PROJECT LOCATION		1 Jimmy Ford Rd.		
CITY DISTRICT(S)		1,2,3 and 4	ASSOCIATED DISTRICTS:	All Districts
ANTICIPATED START DATE		07/01/2023		
EXPECTED COMPLETION DATE		06/30/2024		
PROJECT COST		CARRYOVER	NEW 2024	TOTAL 2024 BUDGET
\$195,000		\$	\$ 195,000	\$ 195,000
SOURCE(S) OF FUNDING	Re-allocation contract services	GENERAL LEDGER CODE (FUND/DEPARTMENT/EXPENSE)		505-5-4330-54220 505-5-4400-54200

PROJECT DESCRIPTION

2 - 2023 1500 Chevrolet Silverado 4x4.
The cost of the vehicles is \$106,000.00.

Ford F-450 Super Duty XL Crew Cab LB DRW 4WD.
The estimated cost of the vehicle is \$85,000.00.
The installation of emergency lights for all 3 vehicles is approximately \$4,000.00.

PROJECT JUSTIFICATION

<input checked="" type="checkbox"/>	Public Safety	Shovel Ready	The Public Works Department has requested six (6) additional maintenance staff and these three (3) vehicles will support the new maintenance program. Vehicles will be designated as pool vehicles, for in city use only by the Public Works Department.
	Regulatory Compliance	<input checked="" type="checkbox"/> Community Benefit	
	Revenue Enhancement	Constituent Services	
	Cost Savings or Avoidance	Grant Support/ Reimbursed	
	Efficiency	<input checked="" type="checkbox"/> Environmental Impact	

OPERATING BUDGET IMPACT

No Impact	The re-allocation of Budgeted FY 24 Fund 505 funds will be used.
Revenue Enhancement	