



CITY OF PORT WENTWORTH

CITY COUNCIL

MARCH 1, 2018

Council Meeting Room

Special Called Meeting

7:00 PM

305 SOUTH COASTAL HIGHWAY
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**
9. **COMMUNICATIONS & PETITIONS**
10. **COMMITTEE REPORTS**
11. **CONSENT AGENDA**
12. **UNFINISHED BUSINESS**
13. **NEW BUSINESS**
 - A. Chatham Area Transit Authority Agreement to Run A Daytime St. Patrick's Day Shuttle Service
 - B. Coastal Regional Commission (CRC) Contract for Professional Services for Annual Retreat
 - C. Letter addressed to the Chatham County Board of Elections to allow all of District 1 voters access to cast vote at Rice Creek School
14. **RESOLUTIONS/ORDINANCES/PROCLAMATIONS**
 - A. Ordinance No. 18-11, Amendment to Alcohol Beverage License, First Reading
15. **EXECUTIVE SESSION**
16. **ADJOURNMENT**



City Council
305 South Coastal Highway
Port Wentworth, GA 31407

Meeting: 03/01/18 07:00 PM
Department: Administration
Category: Agreement
Prepared By: Shanta Scarboro
Department Head: Phillip Claxton

SCHEDULED

AGENDA ITEM (ID # 1854)

DOC ID: 1854

Chatham Area Transit Authority Agreement to Run A Daytime St. Patrick's Day Shuttle Service

Issue/Item:

Chatham Area Transit Authority Agreement to Run A Daytime St. Patrick's Day Shuttle Service.

Background:

Chatham Area Transit (CAT) has successfully run a daytime St. Patrick's Day shuttle service for the past seven years for the City of Savannah and the City of Port Wentworth has an interest in providing transportation options to people outside of single occupancy driving.

Recommendation:

Approval.

ATTACHMENTS:

- 2018 St. Patrick's Day MOU - PW - One Bus (PDF)
- 2018 St. Patrick's Day MOU - PW - Two Buses (PDF)

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH, GEORGIA
AND
CHATHAM AREA TRANSIT AUTHORITY

THIS AGREEMENT is made and entered into this ___ day of _____, 2018, by and between the Mayor and Council of the City of Port Wentworth and Chatham Area Transit (hereinafter called CAT) as follows:

WHEREAS, CAT has successfully run a daytime St. Patrick’s Day shuttle service for the past seven years for the City of Savannah; and

WHEREAS, The City of Port Wentworth has an interest in providing transportation options to people outside of single occupancy driving;

NOW, THEREFORE, the City of Port Wentworth and CAT, in and for the consideration hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

CAT agrees to provide the following services:

- Daytime St. Patrick’s Day shuttle service
 - From 7:00AM – 4:00PM on Saturday March, 17 2018
 - From Food Lion located at 7306 GA-21 in Port Wentworth to the CAT Intermodal Transit Center on Oglethorpe Ave.
 - The shuttle will pick up passengers every one (1) hour at the designated pick up locations.
 - Passengers will pay a flat-fee of \$5 for a round-trip.

THE CITY OF PORT WENTWORTH agrees to the following:

- The City of Port Wentworth will pay CAT a flat fee of eight-hundred and sixty-four dollars (\$864) to cover operational expenses for the daytime St. Patrick’s Day shuttle service.
- Any unforeseen losses above \$864 will be the responsibility of CAT.

THE CITY OF PORT WENTWORTH AND CAT FURTHER AGREE as follows:

To the extent permitted under the laws of Georgia, CAT agrees to indemnify, defend and hold harmless the Mayor and Council of the City of Port Wentworth, Georgia, its successors and assigns, principals, agents, and employees, from any and all claims, including lawsuits, for loss, damage, or injury of any kind or nature caused in any way by CAT or its property, or by any agent or employee thereof, in connection with any matter arising out of or in any way related to this Agreement.

Attachment: 2018 St. Patrick's Day MOU - PW - One Bus (1854 : Chatham Area Transit Agreement)

MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH

By: Phillip Claxton
Title: City Manager
Date _____

ATTEST:

Clerk of Council
Date _____

CHATHAM AREA TRANSIT

By: Curtis Koleber
Title: Chief Executive Officer
Date _____

Witness _____ Date _____

Attachment: 2018 St. Patrick's Day MOU - PW - One Bus (1854 : Chatham Area Transit Agreement)

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH, GEORGIA
AND
CHATHAM AREA TRANSIT AUTHORITY

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WHEREAS, CAT has successfully run a daytime St. Patrick’s Day shuttle service for the past seven years for the City of Savannah; and

WHEREAS, The City of Port Wentworth has an interest in providing transportation options to people outside of single occupancy driving;

NOW, THEREFORE, the City of Port Wentworth and CAT, in and for the consideration hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

CAT agrees to provide the following services:

- Daytime St. Patrick’s Day shuttle service
 - From 7:00AM – 4:00PM on Saturday March, 17 2018
 - From Food Lion located at 7306 GA-21 in Port Wentworth to the CAT Intermodal Transit Center on Oglethorpe Ave.
 - The shuttle will pick up passengers every thirty (30) minutes at the designated pick up locations.
 - Passengers will pay a flat-fee of \$5 for a round-trip.

THE CITY OF PORT WENTWORTH agrees to the following:

- The City of Port Wentworth will pay CAT a flat fee of one-thousand seven-hundred and twenty-eight dollars (\$1,728) to cover operational expenses for the daytime St. Patrick’s Day shuttle service.
- Any unforeseen losses above \$1,728 will be the responsibility of CAT.

THE CITY OF PORT WENTWORTH AND CAT FURTHER AGREE as follows:

To the extent permitted under the laws of Georgia, CAT agrees to indemnify, defend and hold harmless the Mayor and Council of the City of Port Wentworth, Georgia, its successors and assigns, principals, agents, and employees, from any and all claims, including lawsuits, for loss, damage, or injury of any kind or nature caused in any way by CAT or its property, or by any agent or employee thereof, in connection with any matter arising out of or in any way related to this Agreement.

Attachment: 2018 St. Patrick's Day MOU - PW - Two Buses (1854 : Chatham Area Transit Agreement)

MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH

By: Phillip Claxton
Title: City Manager
Date _____

ATTEST:

Clerk of Council
Date _____

CHATHAM AREA TRANSIT

By: Curtis Koleber
Title: Chief Executive Officer
Date _____

Witness _____ Date _____

Attachment: 2018 St. Patrick's Day MOU - PW - Two Buses (1854 : Chatham Area Transit Agreement)



City Council
305 South Coastal Highway
Port Wentworth, GA 31407

Meeting: 03/01/18 07:00 PM
Department: Administration
Category: Agreement
Prepared By: Shanta Scarboro
Department Head: Phillip Claxton

SCHEDULED

AGENDA ITEM (ID # 1856)

DOC ID: 1856

Coastal Regional Commission (CRC) Contract for Professional Services for Annual Retreat

Issue/Item:

Coastal Regional Commission (CRC) Contract for Professional Services for Annual Retreat.

Background:

Coastal Regional Commission (CRC) to provide facilitative services for the City of Port Wentworth City Council, lead staff, and members of the Chamber Board, as it relates to strategic planning on Saturday, April 7, 2018 at Ebenezer Retreat Center located in Rincon, Georgia. Cities need both a strategic plan and a budget. The strategic plan lays out the direction and goals of the City and guidelines for actions to achieve those goals, while the budget looks at the money needed to support achieving those goals.

Recommendation:

Approval.

ATTACHMENTS:

- CRC Contract for Professional Services (PDF)

CONTRACT FOR PROFESSIONAL SERVICES

This contract is made by and between the Coastal Regional Commission, hereinafter referred to as the “CRC,” and the City of Port Wentworth, hereinafter referred to as “the City.”

Witnesses that:

WHEREAS, the City of Port Wentworth desires that the CRC provide facilitative services for the City of Port Wentworth City Council, lead staff, and members of the Chamber Board boards, as it relates to strategic planning on Saturday, April 7, 2018 at Ebenezer Retreat Center located in Rincon, GA. Cities need both a strategic plan and a budget. The strategic plan lays out the direction and goals of the City and guidelines for actions to achieve those goals, while the budget looks at the money needed to support achieving those goals.

THEREFORE, it is distinctly understood and mutually agreed as follows:

- I. **PERFORMANCE OF SERVICES:** City of Port Wentworth hereby agrees to engage the CRC and the CRC hereby agrees to perform the services stipulated in this agreement in accordance with the terms and conditions contained herein.
 - A. The contract shall commence upon execution by all parties.
 - B. The CRC shall consider the receipt of this contract, signed and executed, as the official notice to proceed.

- II. **SCOPE OF WORK:** The CRC shall perform and complete in a reasonable manner the following service:
 - A. The CRC shall provide professional facilitative leadership to assist the City of Port Wentworth at its board retreat.
 - B. The CRC shall assist in prioritizing the City’s goals and objectives to establish the fiscal budget and in creating strategies to attain those goals and objectives.
 - C. A number of documents, including, but not limited to the existing short-work program, status of current items in work program, proposed items for the updated work program, and staff contact list are requested by the CRC prior to the board retreat.
 - D. The CRC shall administer the Myers-Briggs Type Indicator® (MBTI®) Assessment tool to assist council members and staff in gaining personal insight about how they interact with others, and improve how they communicate, and work.

III. ITEMS PROVIDED BY PORT WENTWORTH CHAMBER OF COMMERCE & VISITOR CENTER: PORT WENTWORTH CHAMBER OF COMMERCE & VISITOR CENTER shall provide assistance as follows:

- A. Names and email contact information of staff members attending the board retreat.
- B. Relevant data and information as it relates to relevant proposed work programs.

IV. COMPENSATION: The City of Port Wentworth shall compensate the CRC for services performed in accordance with Section II *Scope of Work* of this contract for a fee of \$2500.00 plus the individual costs of the MBTI Assessment, \$65.00 each.

- A. The CRC shall conduct professional facilitative services specified in Section II of this contract.
- C. The CRC shall invoice the City of Port Wentworth upon completion of the board retreat.
- B. Payment of invoices is due within thirty (30) days of the date of invoice. Invoice shall be submitted to the City of Port Wentworth, 305 South Coastal Highway, Port Wentworth, GA 31407. Payments shall be made to Coastal Regional Commission, Attn: Lena Geiger, Finance Director located at 1181 Coastal Dr., SW Darien, GA 31305.

V. SCHEDULE: The CRC anticipates commencing work upon receiving notice to proceed.

VI. OWNERSHIP OF DOCUMENTS: All documents developed by the CRC as a result of this contract shall become the property of Port Wentworth Chamber of Commerce & Visitor Center.

VII. CONFIDENTIALITY: Any report, information, data, etc., given to, prepared or assembled by the CRC, under this Contract, will not be made available to any individual or organization.

VIII. PROJECT CONTACTS:

Lupita McClenning
 Planning & Government Services
 Coastal Regional Commission
 1128 Coastal Dr., SW
 Darien, GA 31305
 912-262-2871
lmcclenning@crc.ga.gov

Phillip Claxton
 City Administrator
 305 South Coastal Highway
 Port Wentworth, GA 31407
 912-964-4379
pclaxton@cityofportwentworth.com

Accepted and witnessed, by our hands on the _____ day of _____, 2018

CITY OF PORT WENTWORTH

Date

Name:

Title:

Date

Witness:

Title:

COASTAL REGIONAL COMMISSION

Date

Name: Reggie Loper

Title: Chairman

Date

Name: Allen Burns

Title: Executive Director

Date

Witness:

Title:

Attachment: CRC Contract for Professional Services (1856 : Contract for Professional Services for Annual Retreat)



City Council
305 South Coastal Highway
Port Wentworth, GA 31407

Meeting: 03/01/18 07:00 PM
Department: Administration
Category: Report
Prepared By: Shanta Scarboro
Department Head: Phillip Claxton

SCHEDULED

AGENDA ITEM (ID # 1855)

DOC ID: 1855

Letter addressed to the Chatham County Board of Elections to allow all of District 1 voters access to cast vote at Rice Creek School

Issue/Item:

Letter addressed to the Chatham County Board of Elections to allow all of District 1 voters access to cast vote at Rice Creek School.

Background:

In July 2017, the Chatham County Board of Elections provided the City with a copy of the current Port Wentworth voting precinct 7-04, which is at Lakeshore and another map highlighting the proposed area to divide out of precinct 7-04, creating a new precinct to be called "7-15" with a polling location at the Rice Creek School. These maps and this proposal are in response to a request from Mr. Claxton dated Dec 9, 2016 (copy attached).

The request for the new precinct and polling location was initiated to eliminate the need for voters to cross Highway 21 to reach their polling facility on election day. Precinct 7-04 will remain the same as before with the exception being the area heightened on the second map will be divided out to create precinct 7-15. Based on analysis by the registrar, there are approximately 1166 voters to be reassigned to the new precinct. Precinct 7-04 currently has about 3300 voters assigned, so the change will leave roughly 2100 voters assigned to it.

Recommendation:

Approval.

ATTACHMENTS:

- Letter Addressed to the Chatham County Board of Elections (PDF)
- PW Proposal Annotated Elections (PDF)



CITY OF PORT WENTWORTH

Georgia

305 South Coastal Highway | Port Wentworth, Georgia 31407
Phone (912) 964-4379 | Fax (912) 966-7429
www.cityofportwentworth.com

Attachment: Letter Addressed to the Chatham County Board of Elections (1855 : Letter Addressed to Chatham County Board of Elections Rice



ELECTED OFFICIALS

MAYOR
Gary Norton

COUNCIL MEMBERS
Paul Fox, Mayor Pro Tem
Linda Smith, At-Large
Shari Dyal, District 1
Debbie Johnson, District 3
Bill Herrin, District 4
Thomas Barbee, At-Large

CITY ADMINISTRATOR
Phillip Claxton

February 28, 2018

Mr. Russell Bridges
Chatham County Board of Elections
1117 Eisenhower Drive Suite F
Savannah, Georgia 31406

Re: Voting Precinct 7-15

The City Council of Port Wentworth desires the Chatham County Board of Elections to study the voting area of the Rice Creek School Precinct so that in the future residents in both Rice Hope and Rice Creek subdivisions may vote at that precinct.

The City Council feels that the Rice Creek School precinct is the most convenient location for residents to vote in both Rice Creek and Rice Hope.

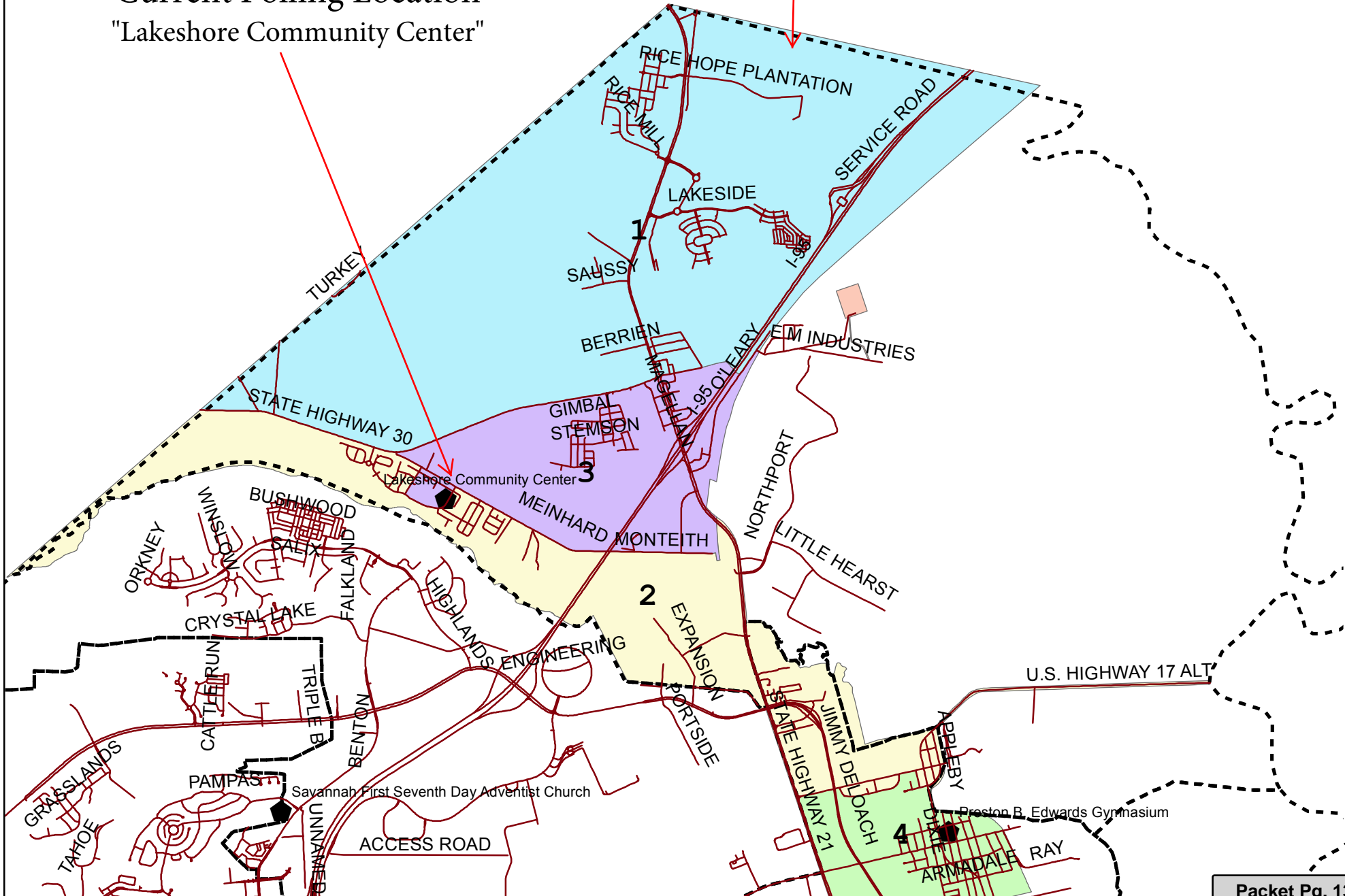
Sincerely,

Mayor Gary Norton

Current Precinct

"7-04"

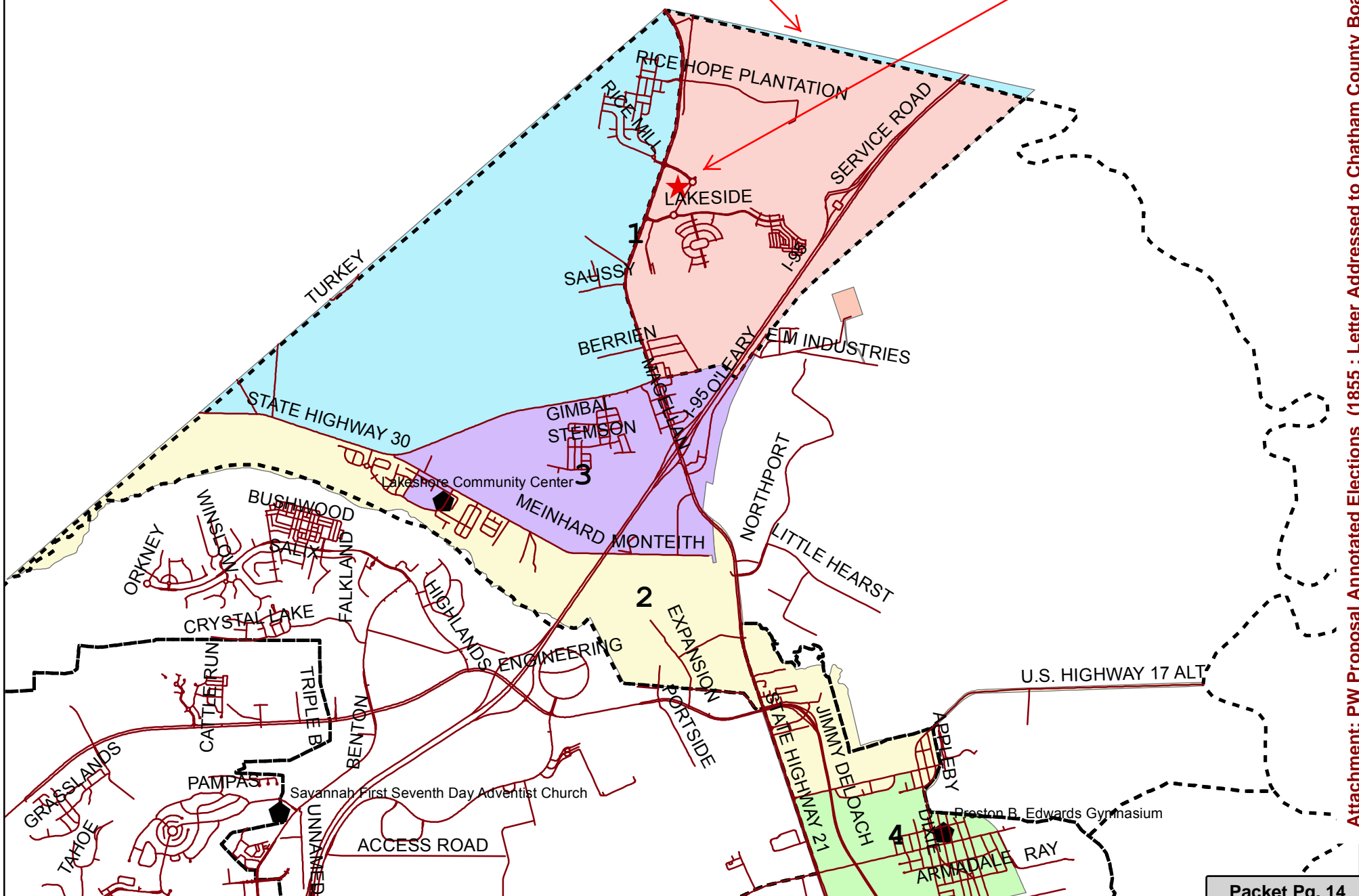
Current Polling Location "Lakeshore Community Center"



Attachment: PW Proposal Annotated Elections (1855) : Letter Addressed to Chatham County Board of

Proposed new voting precinct
"7-15"

Proposed new polling location
"Rice Creek School"



Attachment: PW Proposal Annotated Elections (1855) : Letter Addressed to Chatham County Board of



City Council
305 South Coastal Highway
Port Wentworth, GA 31407

Meeting: 03/01/18 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Shanta Scarboro
Department Head: Phillip Claxton

SCHEDULED

AGENDA ITEM (ID # 1857)

DOC ID: 1857

Ordinance No. 18-11, Amendment to Alcohol Beverage License, First Reading

Issue/Item:

Ordinance No. 18-11, Amendment to Alcohol Beverage License, First Reading.

Background:

The City Attorney is proposing developing criteria for alcohol beverage licenses.

Recommendation:

City Attorney recommends approval.

ATTACHMENTS:

- Ordinance No. 18-11 (PDF)

STATE OF GEORGIA
CITY OF PORT WENTWORTH

ORDINANCE NO. 18.-11

AN ORDINANCE TO AMEND ARTICLE 1 OF CHAPTER 3 OF THE OFFICIAL CODE OF THE CITY OF PORT WENTWORTH, GEORGIA.

BE IT ORDAINED by the Mayor and Council of the City of Port Wentworth in regular meeting assembled and pursuant to lawful authority thereof, as follows:

Section 1. Amendment.

The Official Code of the City of Port Wentworth, Georgia, Article 1 of Chapter 3 is amended as follows:

REDESIGNATING CURRENT SECTION 3-7 AS SUBSECTION (a) OF SECTION 3-7 AND ADDING A NEW SUBSECTION, TO BE DESIGNATED AS SUBSECTION (b)

From and after the effective date hereof, Section 3-7 is amended so as to redesignate the existing Section as Subsection (a), and by adding a new Subsection, to be designated as Subsection (b), to read as follows:

“(b) With respect to the issuance of licenses or the renewal of licenses, the mayor and council may, in its discretion, issue or deny any license or renewal of an existing licensed location based on the following standards, in addition to standards otherwise ordained herein:

- (1) Where there is evidence that, even though there is compliance with the minimum distances from schools, libraries and churches as provided in Section 3-9, the type and number of schools, libraries or churches in the vicinity causes minors to frequent the immediate areas.
- (2) Where there is evidence that the location or type of structure could create difficulty in police supervision.
- (3) Where there is evidence that there are no licenses granted in the area or where there is evidence that the proposed area is adequately supplied with such licenses.
- (4) Where there is evidence that a license for the location would be detrimental to the property values in the area.

- (5) Where there is evidence that the license in that location would be detrimental to traffic conditions or that there is a lack of sufficient parking spaces for automobiles.
- (6) If the applicant was the previous holder of a license to sell alcoholic beverages, whether or not he has violated any law, regulation or ordinance relating to that business.
- (7) If the applicant was the previous holder of a license to sell alcoholic beverages, the manner in which he conducted the business, including but not limited to, the necessity for unusual police observation and inspection of the premises.
- (8) Where there is evidence of prior arrest or conviction of any of the employees at the location of the licensee.
- (9) Whether a person's license issued under the police powers of the city has been previously suspended or revoked.”

AMENDING SECTION 3-10- LICENSE REVOCATION

From and after the effective date hereof Section 3-10-License Revocation is amended by repealing the same in its entirety and replacing the same with a new Section 3-10 to read as follows:

“3-10 Suspension; revocation.

- (a) No license or special endorsement issued hereunder shall be suspended or revoked except for due cause as hereinafter defined and after a hearing before City Council with at least a three-day written notice to the licensee of the time, place and purpose of the hearing, and a statement of said alleged due cause. Said licensee shall be entitled to appear before Council at the hearing both personally and by attorney, shall be entitled to cross-examine witnesses against him/her/it, and shall be entitled to present witnesses in his/her/its own behalf. Due cause for the suspension or revocation of a license shall consist of any of the following:
 - (1) Violation of any state or federal law, except traffic violations;
 - (2) Violation of any city or local ordinance other than traffic violations;
 - (3) Violation of any provision of this chapter;
 - (4) Any material, false statement, or material omission relating to any license issued hereunder, including, but not limited to, any material, false statement or material omission on any application.
 - (5) Excessive calls or requests for law enforcement or other public services at the premises.

(b) At all hearings for suspension or revocation of any license issued under this Code, council shall consider the following criteria:

- (1) The alleged violation(s);
- (2) The past history of the licensee;
- (3) The materiality of any false statement or omission that may be involved;
- (4) The harm or potential harm of the alleged violation;
- (5) The number and nature of calls to the police department relating to the licensee;
- (6) The harm or potential harm to the public;
- (7) The harm or potential harm to the licensee;
- (8) The number of past violations or warnings;
- (9) The number of past incidents occurring on the premises.

(c) Following said hearing, and after consideration of the above criteria, council may take any of the following actions:

- (1) Suspend the license or special endorsement for any period of time, up to the remainder of the license or special endorsement;
- (2) Revoke the license or special endorsement;
- (3) Issue a warning;
- (4) Table the matter.”

ADDING A NEW SUBSECTION, TO BE DESIGNATED AS SUBSECTION 3-24

From and after the effective date hereof, Article 1 of Chapter 3 is hereby amended by adding a new Subsection, to be designated as Subsection 3-24, to read as follows:

“3-24-Decisions to be in writing

All decisions made by Council regarding any license issued under this Chapter shall be made in writing and delivered to the Applicant. Further, any decision denying, revoking, or

suspending any license shall state the reason for the decision and shall notify the license holder or applicant of his/her/its right to a hearing as provided in Section 3-10.”

Section 2. Repeal of Conflicting Ordinances. All conflicting ordinances, resolutions, sections of ordinances, or sections of resolutions in conflict with this Ordinance are hereby repealed.

Section 3. Effective Date. This Ordinance shall be effective upon its adoption by the Mayor and Council of the City of Port Wentworth, Georgia.

APPROVED BY MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH THIS _____ DAY OF _____, 2018.

1st Reading: _____

2nd Reading: _____

ATTEST:

Mayor Gary Norton

Clerk of Council

Attachment: Ordinance No. 18-11 (1857 : Ordinance No. 18-11, Amendment to Alcohol Beverage License, First Reading)