



## **CITY COUNCIL Regular Meeting – Agenda**

January 17, 2023 at 6:00 PM | Pooler City Hall | 100 US Hwy 80 SW, Pooler, GA 31322

- I. ROLL CALL/DECLARATION OF QUORUM
- II. CALL TO ORDER
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. ANNOUNCEMENTS
- VI. CONSENT AGENDA
  - A. **City Council Meeting Minutes of December 19, 2022**
  - B. **City Council Executive Session Minutes of December 19, 2022**
  - C. **Alcoholic Beverage License Application for Commodores Deaux, LLC at 100 Pine Barren Road, Suite 112**
  - D. **Alcoholic Beverage License Application for Traders Queen DBA Ichiban Steakhouse and Sushi Bar at 40 Traders Way**
  - E. **Temporary/Special Event (Dispensing Alcohol) Permit Application for Karen Taylor Brownlee on January 28, 2023**
  - F. **Temporary/Special Event (Dispensing Alcohol) Permit Application for Jacqueline Lambert on March 3-4, 2023**
  - G. **Department Reports**
    1. **Public Works**
    2. **Finance**
    3. **Fire**
    4. **Police**
    5. **Recreation**
    6. **Planning & Zoning**
- VII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS
  - A. **Proclamation for Human Trafficking Prevention Month**
  - B. **Resolution R2023-01.A - To Fix and Publish Municipal Election Qualifying Period and Fees**

VIII. OLD BUSINESS

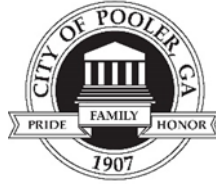
- A. **Zoning Map Amendment for 100 Commerce Court from C-P to C-2**

IX. NEW BUSINESS

- A. **Amend Zoning Conditions for 12 Outparcels of the Clyde E. Daniels Tract** *(Public Hearing, Action)*
- B. **Conditional Use Request for an Assisted Living Facility in Clear Lake Reserve** *(Public Hearing, Action)*
- C. **Conditional Use Request for American Craftsman Renovations to Operate a Cabinet Manufacturing Business at 1018 West Highway 80, Suite 300** *(Public Hearing, Action)*
- D. **Amendment to the Wynn-Capallo PUD Master Plan and Development Standards** *(Public Hearing, Action)*
- E. **Site Plan for Nordic Drive Trailer Storage Yard**
- F. **Site Plan for 1707 Old Dean Forest Road**
- G. **Site Plan for Harmony Subdivision Amenity Site**
- H. **Site Plan for My Place Hotel at 14 Mill Creek Circle**
- I. **Site Plan for Dave & Busters on Tanger Outlets Boulevard**
- J. **Site Plan for Nine Squares (1541 Pooler Parkway)**
- K. **Site Plan for Walk On's Restaurant and Vet Center on Half Moon Way**
- L. **Site Plan for Highway 80 Car Wash**
- M. **Underground Facilities Locating and Marking Service Agreement with Benchmark Subsurface Utility Services**
- N. **Contract for Municipal Court Solicitor with Ty Wilson**
- O. **Contract for Municipal Court Public Defender with Lauren Tignor**

X. EXECUTIVE SESSION

XI. ADJOURNMENT



## **CITY COUNCIL Regular Meeting – Minutes**

December 19, 2022 at 6:00 PM | Pooler City Hall | 100 US Hwy 80 SW, Pooler, GA  
31322

### **I. ROLL CALL/DECLARATION OF QUORUM**

Present: Rebecca C. Benton, Mayor  
Tom Hutcherson, Mayor Pro Tem  
Shannon Black, Councilmember  
Aaron Higgins, Councilmember  
Stevie Wall, Councilmember  
Karen Williams, Councilmember  
Robert Byrd, City Manager  
Craig Call, City Attorney  
Chris Lightle, Finance Officer  
Kiley Fusco, Clerk of Council

Absent: John Wilcher, Councilmember  
Steve Scheer, City Attorney

### **II. CALL TO ORDER**

Mayor Rebecca Benton called the meeting to order at 6:00 p.m.

### **III. INVOCATION**

Pastor Micah Ellington of Rothwell Baptist Church gave the invocation.

### **IV. PLEDGE OF ALLEGIANCE**

Pastor Micah Ellington led the pledge.

### **V. ANNOUNCEMENTS**

### **VI. CONSENT AGENDA**

City Manager Robert Byrd presented the consent agenda for consideration.

#### **A. City Council Meeting Minutes of December 5, 2022**

#### **B. Special Event Permit Application for OTG Certified Car Club on July 8, 2023**

C. **Temporary / Special Event (Dispensing Alcohol) Permit Application for Sam Patel on December 31, 2022**

D. **Department Reports**

1. **Public Works**
2. **Finance**
3. **Fire**
4. **Police**
5. **Recreation**
6. **Planning & Zoning**

Councilmember Aaron Higgins moved to approve the consent agenda.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

Councilmember Aaron Higgins made a motion to amend the agenda by moving item "Zoning Buffer Requirement Variance for 1707 Old Dean Forest Road" from Old Business to New Business.

Motion to Amend; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

Councilmember Aaron Higgins made a motion to amend the agenda by adding item "Wrecker Service Agreement" to New Business.

Motion to Amend; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

VII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS

A. **Resolution R2022-12.A - To Approve the Fiscal Year 2023 Budget**  
(*Second Reading*)

City Manager Robert Byrd presented the resolution for consideration. Councilmember Stevie Wall moved to approve the second reading of Resolution R2022-12.A - To Approve the Fiscal Year 2023 Budget.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Higgins

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

B. **Resolution R2022-12.B - 2023 City Holidays**

City Manager Robert Byrd presented the resolution for consideration. Councilmember Karen Williams moved to approve Resolution R2022-12.B - 2023 City Holidays.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Higgins

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

C. **Resolution R2022-12.C - 2023 City Events**

City Manager Robert Byrd presented the resolution for consideration. Councilmember Aaron Higgins moved to approve Resolution R2022-12.C - 2023 City Events.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Black

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

D. **Resolution R2022-12.D - Authorization to Proceed with Acquisitions and Condemnations for the Quacco Road Widening Project**

City Manager Robert Byrd presented the resolution for consideration. Councilmember Stevie Wall moved to approve Resolution R2022-12.D - Authorization to Proceed with Acquisitions and Condemnations for the Quacco Road Widening Project.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Black

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

E. **Resolution 2022-12.E - To Approve a Distribution of Local Option Sales Tax (LOST) Proceeds**

Councilmember Karen Williams moved to approve Resolution 2022-12.E - To Approve a Distribution of Local Option Sales Tax (LOST) Proceeds.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Higgins

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

VIII. OLD BUSINESS

A. **Site Plan for 125 Distribution Drive**

City Manager Robert Byrd presented the site plan for consideration. Patrick Warner was present on behalf of the petitioner to answer questions. Councilmember Aaron Higgins moved to approve the Site Plan for 125 Distribution Drive subject to the recording of the stormwater agreement prior to a preconstruction meeting.

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

B. **Zoning Map Amendment for 100 Commerce Court from C-P to C-2**

City Manager Robert Byrd presented the amendment for consideration. David Hornsby was present on behalf of the petitioner to request a postponement. Councilmember Aaron Higgins moved to postpone the Zoning Map Amendment for 100 Commerce Court from C-P to C-2 until the January 17, 2023 City Council Meeting.

Motion to Postpone; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

IX. NEW BUSINESS

A. **Zoning Map Amendment for a 0.74-Acre Lot on the Corner of South Rogers and Tietgen Streets from C-1 to Main Street Overlay District**  
*(Public Hearing, Action)*

City Manager Robert Byrd presented the amendment for consideration. Holly Young was present on behalf the petitioner to answer questions. Mayor Rebecca Benton opened and closed the public hearing without comment. Councilmember Aaron Higgins, upon review of the criteria, moved to approve the Zoning Map Amendment for a 0.74-Acre Lot on the Corner of South Rogers and Tietgen Streets from C-1 to Main Street Overlay District.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Black

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

B. **Zoning Map Amendment for SDP Acquisitions (Oglethorpe Speedway and Surrounding Properties AKA Country Homes) from RA-2 to I-1**  
*(Public Hearing, Action)*

City Manager Robert Byrd presented the amendment for consideration. Harold Yellin, Bob Burdell, Greg Coleman, Chris Marsengill, and John Young were present to answer questions. Mayor Rebecca Benton opened the public hearing. Harold Yellin asked all those present in the audience in favor of the amendment to show their support by standing after which John Young added that 93 of the 95 property owners had sold. Tammy D. Edenfield N. Luna represented her daughter, resident Rebecca L. Arias-Luna, via cellular phone and expressed their reasons for not selling their property to date. Mayor Rebecca Benton closed the public hearing. Councilmember Aaron Higgins, upon review of the criteria, moved to approve the Zoning Map Amendment for SDP Acquisitions (Oglethorpe Speedway and Surrounding Properties AKA Country Homes) from RA-2 to I-1 with the following conditions on the rezoning:

1. Continued access to Raymond Road through the aforementioned property
2. Discontinued access to Dublin Road through the aforementioned property

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

C. **Conditional Use Request for Goodwill Industries to Operate an Apparel Demanufacturing Business at 111 Coleman Boulevard, Suite 300** *(Public Hearing, Action)*

City Manager Robert Byrd presented the request for consideration. Jason Marsh was present on behalf of the petitioner to answer questions. Mayor Rebecca Benton opened and closed the public hearing without comment. Councilmember Karen Williams moved to approve the Conditional Use Request for Goodwill Industries to Operate an Apparel Demanufacturing Business at 111 Coleman Boulevard, Suite 300.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

D. **Height Variance Request for Big Shot Golf Driving Range in Mosaic Retail Center at Pooler Parkway** *(Public Hearing, Action)*

City Manager Robert Byrd presented the variance for consideration. CC BGS Savannah, LLC was present on behalf of the petitioner to answer questions. Mayor Rebecca Benton opened the public hearing. Resident John Hayden expressed his concern regarding potentially setting a precedent for future height variances for signage. City Attorney Craig Call replied that a sign ordinance is in place and that each variance is considered on its own merit. Chief Wade Simmons added that the variance request is for poles, not signs, and that Pooler Fire-Rescue has both the equipment and training to address any potential incidents at the requested variance height. Mayor Rebecca Benton closed the public hearing. Councilmember Aaron Higgins, upon review of the criteria, moved to approve the Height Variance Request (not to exceed 175') for Big Shot Golf Driving Range in Mosaic Retail Center at Pooler Parkway.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Black

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

E. **Front Yard Building Setback Variance for a Proposed American Pet Resort Located in the Clear Lake Reserve Development** *(Public Hearing, Action)*

City Manager Robert Byrd presented the variance for consideration. Bob McCann was present on behalf of the petitioner to answer questions. Mayor Rebecca Benton opened and closed the public hearing without comment. Councilmember Karen Williams, upon review of the criteria, moved to approve the Front Yard Building Setback Variance for a Proposed American



Pet Resort Located in the Clear Lake Reserve Development.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Higgins

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

F. **Site Plan for Arden Senior Living at Pine Barren Road**

City Manager Robert Byrd presented the site plan for consideration. C.J. Chance was present on behalf of the petitioner to answer questions. Councilmember Aaron Higgins moved to approve the Site Plan for Arden Senior Living at Pine Barren Road subject to the following conditions:

1. Plans for site access must attain site plan approval; Certificate of Occupancy will not be issued until approved site access has been constructed and accepted
2. Plans for water service must attain site plan approval; Certificate of Occupancy will not be issued until approved water system has been constructed and accepted
3. City ordinance for 6' wide sidewalks is followed
4. Recording of the stormwater agreement prior to a preconstruction meeting

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

G. **Site Plan for the Davis Group Development (Pooler One) at Pine Barren Road**

City Manager Robert Byrd presented the site plan for consideration. C.J. Chance was present on behalf of the petitioner to answer questions. Councilmember Karen Williams moved to approve the Site Plan for the Davis Group Development (Pooler One) at Pine Barren Road subject to the following conditions:

1. The design engineer shall work with the City of Pooler Water Department to address water main locations. The main shall be modified such that it is acceptable to the City Public Works Department.

2. Per City Staff, the City will be responsible for handling the design and timing of the Pooler Parkway & Pine Barren Road intersection. The lighting plan shall be permitted under the scope of the building permit and shall be submitted when available and demonstrate that the City's illumination standards have been achieved. All lighting standards shall be met prior to the issuance of a certificate of occupancy.
3. The sidewalks shall be 6' wide. The Morgan Family PUD does not have any language regarding sidewalk width. Therefore, the City of Pooler standards apply. Plans shall be resubmitted and accepted by the City prior to the preconstruction meeting.
4. Recording of the stormwater agreement prior to a preconstruction meeting.

Motion to Approve with Stipulations; PASSED (4-1)

MOVER: Williams

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Williams

NAYS: Wall

H. **Sales & Use Tax Refund Engagement Agreement with Tax Specialists of Georgia-Southeast, LLC**

City Manager Robert Byrd presented the agreement for consideration.

Councilmember Stevie Wall moved to approve the Sales & Use Tax Refund Engagement Agreement with Tax Specialists of Georgia-Southeast, LLC.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Higgins

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

I. **Water Line Cost Sharing Agreement Between the City of Pooler and Clear Lake (GA) Owner I, LLC**

City Manager Robert Byrd presented the agreement for consideration.

Councilmember Stevie Wall moved to approve the Water Line Cost Sharing Agreement Between the City of Pooler and Clear Lake (GA) Owner I, LLC in the amount of \$178,481.90, subject to City Attorney approval.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Higgins

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

J. **Fire Aerial Ladder Sale Agreement with Liberty County**

City Manager Robert Byrd presented the agreement for consideration. Chief Wade Simmons reviewed the sale. Councilmember Karen Williams moved to approve the Fire Aerial Ladder Sale Agreement with Liberty County in the amount of \$45,000.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Higgins

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

K. **Zoning Buffer Requirement Variance for 1707 Old Dean Forest Road**

City Manager Robert Byrd presented the variance for consideration. Jerry Hubach and Jessica Vick were present to answer questions. Councilmember Aaron Higgins, upon review of the criteria, moved to approve the Zoning Buffer Requirement Variance for 1707 Old Dean Forest Road.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

L. **Wrecker Service Agreement**

Councilmember Aaron Higgins moved to approve the Wrecker Service Agreement subject to City Attorney approval.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

M. **Agreement with Holland & Knight for Legal Counsel Related to State Funding**

Councilmember Aaron Higgins moved to approve the Engagement Agreement with Holland & Knight for Legal Counsel Related to Library Funding not to exceed \$50,000.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

X. EXECUTIVE SESSION

With no further public business to conduct, Councilmember Aaron Higgins moved to enter Executive Session. Council entered Executive Session at 7:48 p.m.

Motion to Enter Executive Session; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

Mayor Rebecca C. Benton called the meeting back to order at 8:46 p.m.

Councilmember Karen Williams moved to amend the agenda by adding "Resolution 2022-12.E - To Approve a Distribution of Local Option Sales Tax (LOST) Proceeds" to Ordinances, Proclamations, & Resolutions.

Motion to Amend; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Higgins

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

Councilmember Aaron Higgins moved to amend the agenda by adding "Agreement with Holland & Knight for Legal Counsel Related to Library Funding" to New Business.

Motion to Amend; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

#### XI. ADJOURNMENT

Councilmember Aaron Higgins moved to adjourn the meeting.

Motion to Adjourn; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

AYES: Black, Higgins, Hutcherson, Wall, Williams

NAYS:

The meeting adjourned at 8:51 p.m.

The foregoing minutes are true and correct and approved by me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Rebecca C. Benton, Mayor

Attest:

---

Kiley Fusco, Clerk of Council



STATE OF GEORGIA )

COUNTY OF CHATHAM)

### AFFIDAVIT

Before an officer duly authorized to administer oaths appeared Rebecca C. Benton, who, after being duly sworn, deposes and on oath states the following:

- (1) I am competent to make this Affidavit and have personal knowledge of the matters set forth herein.
- (2) Pursuant to my duties as Mayor, I was the presiding officer of a meeting of the Pooler City Council held on the 19TH day of DEC., 2022. A portion of said meeting was closed to the public.
- (3) It is my understanding that O.C.G.A. § 50-14-4(b) provides as follows:  
When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the person presiding over such meeting or, if the agency's policy so provides, each member of the governing body of the agency attending such meeting, shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.
- (4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows:
  - A. Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege as provided in Georgia Code section 50-14-2(1) and 50-14-3(b)(1)(A). The subject discussed was LOST  
Contract for wrecker service
  - B. Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property as provided in Georgia Code section 50-14-3(b)(1)(B).
  - C. Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate as provided in Georgia Code section 50-14-3(b)(1)(C).
  - D. Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).

E. Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(E).

✓ F. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

G. Meeting to interview one or more applicants for the position of the executive head of an agency as provided in Georgia Code section 50-14-3(b)(2).

H. Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was \_\_\_\_\_.

I. Staff meeting held for investigative purposes under duties or responsibilities imposed by law as provided by Georgia Code section 50-14-3(a)(1).

J. Meeting to consider records or portions of records exempt from public inspection or disclosure pursuant to Article 4 of Chapter 18 of Title 50 of the Georgia Code because there are no reasonable means to consider the record without disclosing the exempt portions.

This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4(b) and is to be filed with the official minutes for the aforementioned meeting.

This 19<sup>TH</sup> day of DEC, 2022.

  
\_\_\_\_\_  
Rebecca C. Benton, Mayor

Sworn to and subscribed before me  
this day of 19<sup>TH</sup> day of DEC, 2022.

  
\_\_\_\_\_  
Notary Public





**Georgia Department of Revenue**  
**Department of Revenue Alcohol License Application**  
**DOR Alcohol License Application**

**Business Information**

Business Name: COMMODORES DEAUX LLC  
Business Type: LLC

**Address Information**

Location Address: 100 PINE BARREN RD STE 112 POOLER GA 31322-9327

**Alcohol License Information**

License Type: Retail  
Start Date: 01-05-2023  
Beer: Yes  
Wine: Yes  
Liquor: No  
Airline or Railway Carrier: No  
Local Jurisdiction Type: City  
Local Jurisdiction: POOLER  
Arrest History: No

<b>Local License / Fees</b>	<b>Fee Amount</b>
K - Complimentary Beer & Wine	\$250.00
	<u>\$250.00</u>

**Licensee Information**

Licensee Type: Business  
Licensee Name: NELSEN, DARIN

**Additional Information**

Primary NAICS: 812111

**Officers**

NELSEN, DARIN  
NELSEN, DARIN

**Officer or Responsible Party**

Officer  
Both





# NEW ALCOHOLIC BEVERAGE LICENSE APPLICATION

CLASSIFICATIONS					
RETAIL (new applications received after July 1 <sup>st</sup> rates are prorated to 50% off)					
CLASS	CLASSIFICATION	LIQUOR, BEER & WINE	BEER & WINE	BEER ONLY	TOTAL
A	Retail Package	<input type="checkbox"/> 1 \$1850	<input type="checkbox"/> 2 \$800	<input type="checkbox"/> 3 \$600	
B	Consumption On-Premises	<input type="checkbox"/> 1 \$2150	<input type="checkbox"/> 2 \$1000	<input type="checkbox"/> 3 \$750	
WHOLESALE					
CLASS	CLASSIFICATION	PRICE		TOTAL	
C	Liquor	<input type="checkbox"/> \$3200			
D	Beer & Wine	<input type="checkbox"/> \$1900			
MANUFACTURERS					
CLASS	CLASSIFICATION	PRICE		TOTAL	
E	Brewer, manufacturer of malt beverages	<input type="checkbox"/> \$1075			
G	Manufacturer of wine	<input type="checkbox"/> \$2250			
H	Distiller, manufacturer of distilled spirits	<input type="checkbox"/> \$2250			
HOTELS, EVENT VENUES, & CATERERS					
CLASS	CLASSIFICATION	PRICE		TOTAL	
F1	Hotel	<input type="checkbox"/> \$2500			
F2	Special event venue	<input type="checkbox"/> \$2000			
L	Consumption off-premises, Caterer	<input type="checkbox"/> \$1500			
SPECIAL EVENTS & COMPLIMENTARY ALCOHOL					
CLASS	CLASSIFICATION	PRICE		TOTAL	
I	Temporary/Private Event (max 2 days)	<input type="checkbox"/> \$100/day			
J	Home Brew Special Event (max 2 days and 6 days per annum)	<input type="checkbox"/> \$100/day	OUT-OF-CITY CATERERS <input type="checkbox"/> \$50/day (+ 3% excise tax)		
K	Complimentary Beer & Wine	<input checked="" type="checkbox"/> \$250			
ADD-ON LICENSES					
CLASS	CLASSIFICATION	APPLICABLE LICENSES	PRICE	TOTAL	
A	Brewpub	B1, B2, B3, E	<input type="checkbox"/> \$850		
C1	Sunday Sales (Retail)	A1, A2, A3, C, D, E, F1, F2, G, H	<input type="checkbox"/> \$750		
C2	Sunday Sales (11:00 a.m.)	B1, B2, B3, F1, F2	<input type="checkbox"/> \$1000		
D	Tasting Event (must notify 5 days prior and 52 max events per annum)	A1, A2, A3	<input type="checkbox"/> No fee		
NEW APPLICATION FEES					
CLASS	FEES	GRAND TOTAL (add all above selections and application fees)			
A1 - H & L	<input type="checkbox"/> \$290				
I, J & K	<input checked="" type="checkbox"/> \$20	270.			

<b>FOR OFFICE USE ONLY:</b>			
Rcvd: <i>1/22/22</i>	By: <i>[Signature]</i>	Amt Paid: <i>270</i>	Lic# <i>10209</i> Issued:



# APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY**

<u>BUILDING &amp; ZONING DEPARTMENT</u>		
The Building & Zoning Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:		
PIN# <u>5.1011.011.020</u>	Zoning District: <u>PUD</u>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Reviewed By: <u>Kimberly C. Oyer</u>		Date: <u>11/22/22</u>
Comments: _____ _____ _____		

<u>POLICE DEPARTMENT</u>		
The Police Department have reviewed the application and the disclosures and criminal histories of the applicant(s). Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:		
Reviewed by: <u>Coolidge Brown</u>	Date: <u>1/10/2023</u>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Comments: <u>N/A</u> _____ _____		

**COUNCIL APPROVAL:**

Scheduled for City Council Meeting Date: \_\_\_\_\_

<u>COUNCIL APPROVAL</u>		
Mayor's Signature: _____	Date: _____	Approval: <input type="checkbox"/> Denial: <input type="checkbox"/>
Comments: _____ _____ _____		



# NEW ALCOHOLIC BEVERAGE LICENSE APPLICATION

Finance Department 100 US Hwy 80 SW, Pooler, GA 31322 P: 912-748-7261

This application must be filled out for processing. Please answer all questions in black or blue ink.  
Do not enter "Same", "N/A", "See below" or use white-out on this application.

Type of Business (please select appropriate one):

- Restaurant       Bar/Lounge       Hotel/Motel       Caterer       Event Venue  
 Convenience/Gas/Drug Store       Manufacturer/Distillery/Brewery       Super Market/Grocery  
 Wholesale/Distributor       Package/Liquor Store       Specialty Shop       Special Event Permit  
(Dispensing Alcohol)

BUSINESS INFORMATION			
LEGAL STRUCTURE OF ENTITY: <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership			
LEGAL BUSINESS NAME: <i>Traders King Queen</i>		DOING BUSINESS AS (DBA) NAME (if applicable) <i>Ichiban steak house and sushi bar</i>	
FEDERAL EMPLOYMENT ID NUMBER (FEIN): <del>88-481426</del> <del>88-1304258</del>		GEORGIA SALES TAX ID NUMBER (STIN): <i>308736094</i>	
BUSINESS ADDRESS (Physical location): <i>40 Traders Way</i>		CITY: <i>Pooler</i>	STATE: <i>GA</i> ZIP CODE: <i>31322</i>

APPLICANT INFORMATION					
APPLICANT FULL LEGAL NAME (Last, First, Middle): <i>Yongji Zheng</i>				ISSUING STATE/DRIVER LICENSE NUMBER:	
SOCIAL SECURITY NUMBER:		DATE OF BIRTH (mm/dd/yyyy):		PLACE OF BIRTH (City, State, Country):	
RACE:	SEX: <i>M</i>	HEIGHT:	WEIGHT: <i>0</i>	HAIR COLOR:	EYE COLOR:
PHYSICAL HOME ADDRESS:		CITY: <i>Pooler</i>	STATE: <i>GA</i>	ZIP CODE: <i>31322</i>	
MAILING ADDRESS: (if different)		CITY:	STATE:	ZIP CODE:	
HOME PHONE NUMBER:		MOBILE NUMBER:		EMAIL ADDRESS:	

OWNER INFORMATION (if other than applicant)					
OWNER FULL LEGAL NAME (Last, First, Middle): <i>Yongji Zheng</i>				ISSUING STATE/DRIVER LICENSE NUMBER:	
SOCIAL SECURITY NUMBER:		DATE OF BIRTH (mm/dd/yyyy):		PLACE OF BIRTH (City, State, Country):	
PHYSICAL HOME ADDRESS:		CITY:	STATE: <i>GA</i>	ZIP CODE: <i>31322</i>	
MAILING ADDRESS: (if different)		CITY:	STATE:	ZIP CODE:	
HOME PHONE NUMBER:		MOBILE NUMBER:		EMAIL ADDRESS:	

ADDITIONAL OWNERS' INFORMATION <small>Please list all owners, if more than one, who have an ownership interest of 10% or more in the business. Use additional paper if needed.</small>		
BUSINESS OWNER NAME:	BUSINESS OWNER'S ADDRESS:	BUSINESS OWNER'S TELEPHONE NUMBER:



# NEW ALCOHOLIC BEVERAGE LICENSE APPLICATION

CLASSIFICATIONS					
RETAIL <small>(new applications received after July 1<sup>st</sup> rates are prorated to 50% off)</small>					
CLASS	CLASSIFICATION	LIQUOR, BEER & WINE	BEER & WINE	BEER ONLY	TOTAL
A	Retail Package	<input type="checkbox"/> 1 \$1850	<input type="checkbox"/> 2 \$800	<input type="checkbox"/> 3 \$600	
B	Consumption On-Premises	<input checked="" type="checkbox"/> 1 \$2150	<input type="checkbox"/> 2 \$1000	<input type="checkbox"/> 3 \$750	2150
WHOLESALE					
CLASS	CLASSIFICATION	PRICE		TOTAL	
C	Liquor	<input type="checkbox"/> \$3200			
D	Beer & Wine	<input type="checkbox"/> \$1900			
MANUFACTURERS					
CLASS	CLASSIFICATION	PRICE		TOTAL	
E	Brewer, manufacturer of malt beverages	<input type="checkbox"/> \$1075			
G	Manufacturer of wine	<input type="checkbox"/> \$2250			
H	Distiller, manufacturer of distilled spirits	<input type="checkbox"/> \$2250			
HOTELS, EVENT VENUES, & CATERERS					
CLASS	CLASSIFICATION	PRICE		TOTAL	
F1	Hotel	<input type="checkbox"/> \$2500			
F2	Special event venue	<input type="checkbox"/> \$2000			
L	Consumption off-premises, Caterer	<input type="checkbox"/> \$1500			
SPECIAL EVENTS & COMPLIMENTARY ALCOHOL					
CLASS	CLASSIFICATION	PRICE		TOTAL	
I	Temporary/Private Event (max 2 days)	<input type="checkbox"/> \$100/day			
J	Home Brew Special Event (max 2 days and 6 days per annum)	<input type="checkbox"/> \$100/day	<b>OUT-OF-CITY CATERERS</b> <input type="checkbox"/> \$50/day (+ 3% excise tax)		
K	Complimentary Beer & Wine	<input type="checkbox"/> \$250			
ADD-ON LICENSES					
CLASS	CLASSIFICATION	APPLICABLE LICENSES	PRICE	TOTAL	
A	Brewpub	B1, B2, B3, E	<input type="checkbox"/> \$850		
C1	Sunday Sales (Retail)	A1, A2, A3, C, D, E, F1, F2, G, H	<input type="checkbox"/> \$750		
C2	Sunday Sales (11:00 a.m.)	B1, B2, B3, F1, F2	<input checked="" type="checkbox"/> \$1000	1000	
D	Tasting Event (must notify 5 days prior and 52 max events per annum)	A1, A2, A3	<input type="checkbox"/> No fee		
NEW APPLICATION FEES					
CLASS	FEES		GRAND TOTAL <small>(add all above selections and application fees)</small>		
A1 - H & L	<input checked="" type="checkbox"/> \$290		3440		
I, J & K	<input type="checkbox"/> \$20				

<b>FOR OFFICE USE ONLY:</b>					
Rev'd: 6/1/22	By:	Amt Paid: 3440	Lic# 4238	Issued:	



# APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY**

<u>BUILDING &amp; ZONING DEPARTMENT</u>		
<p>The Building &amp; Zoning Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:</p>		
PIN#: <b>50017A01045</b>	Zoning District: <b>PUD</b>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Reviewed By: <b>BC</b>	Date: <b>1/6/23</b>	
Comments: _____		
_____		
_____		

<u>POLICE DEPARTMENT</u>		
<p>The Police Department have reviewed the application and the disclosures and criminal histories of the applicant(s). Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:</p>		
Reviewed by: <i>Colley Brown</i>	Date: <b>1/06/2023</b>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Comments: <b>N/A</b>		
_____		
_____		

**COUNCIL APPROVAL:**

Scheduled for City Council Meeting Date: \_\_\_\_\_

<u>COUNCIL APPROVAL</u>		
Mayor's Signature: _____	Date: _____	Approval: <input type="checkbox"/> Denial: <input type="checkbox"/>
Comments: _____		
_____		
_____		



# AFFIDAVIT TO DISPENSE ALCOHOLIC BEVERAGES ON SUNDAY

The City of Pooler permits eating establishments (restaurants) holding a license to dispense alcoholic beverages for consumption on the premises under certain conditions.

To be authorized to dispense alcoholic beverages for consumption on Sunday, your establishment must:

- (1.) Be licensed by the City of Pooler to sell alcoholic beverages by the drink for consumption on the premises; and
- (2.) Be an eating establishment whose primary business is the sale of prepared meals; and
- (3.) Derive at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food; and
- (4.) Have its primary floor area specifically designed, set aside, set up and operating to serve meals and food on the premises and shall have a fully-equipped commercial kitchen to include an appropriate stove, refrigerator, food preparation area, sink and other items required by the county health department and city inspections department for the preparation of food; and
- (5.) Have a printed or posted menu from which selections of prepared meals can be made; and
- (6.) Provide full food service to the public during its entire operating hours, including Sunday; and
- (7.) Complete the below affidavit and submit along with the required Sunday Sales permit fee of \$150.00.

Traders King  
 Name of Business

40 Traders Way, Pooler, GA 31322      912-348-2688  
 Location      Telephone Number

I certify that the establishment named above: (1) is a bona fide public eating establishment which will actually and regularly prepare and serve food on the premises; (2) fully intends to derive at least 50% of its total annual gross food and beverage sales from the sale of prepared meals or food; and (3) will provide full food service along with a printed or posted menu to the public during operating hours. Further, I understand that I must submit a certified affidavit from my certified public accountant (CPA) or registered public accountant (RPA) upon my request for renewal each year if Sunday Sales of alcoholic beverages is to be continued.

Executed this 18 day of May, 2022.

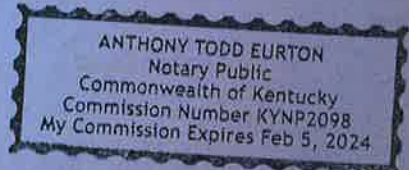
zheng  
 Signature

Yongji zheng  
 Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS 18 DAY OF May, 2022

[Signature]  
Notary Public/Seal

My Commission Expires: 02/05/24





# TEMPORARY/SPECIAL EVENT (DISPENSING ALCOHOL) PERMIT APPLICATION

1. **APPLICANT'S INFORMATION:**

Karen Taylor Brounlee Applicant's Name Kleb 213 @ AOL.com Email Address

2 Bushwood Drive Savannah 31407 Applicant's Home Address 912-4284247 Telephone Number

Business name

Business Alcohol License #

Do you attest that 80% of the proceeds benefit the non-profit?  
Non-profit Name and IRS Status (if applicable) Yes No (please circle one)

**EVENT INFORMATION:** Type of event? (please circle one) OPEN (public) CLOSED (INVITATION ONLY)

28 Jan 2023 Date of Event Cottonwood Suites Pooler Ga. Location of Event          Entry Fee (if any)

6p Starting Time of Event 12mn Ending Time of Event 100 Estimated # of Participants

Karen Taylor Brounlee 60<sup>th</sup> Birthday Party Description of Event - If requesting the closing or use of city streets, please provide a map clearly marking the streets to be used.

Will food be sold or given away?  Yes  No  
If yes, please ensure that all vendors adhere to the regulations of the Chatham County Environmental Health Department.

**NOTICE:** The City of Pooler may impose special stipulations of approval, including but not limited to, the requirement to hire adequate off-duty police personnel to ensure public safety.

Karen Taylor Brounlee Applicant's Signature 6 Jan 2023 Date

Date Submitted: 1/6/23 Fee Paid: \$ 120.00 Date Scheduled for Council Meeting: 1/17/23  
 Approved  Denied Special Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
Mayor's Signature: \_\_\_\_\_



# NEW ALCOHOLIC BEVERAGE LICENSE APPLICATION

CLASSIFICATIONS					
<b>RETAIL</b> <small>(new applications received after July 1<sup>st</sup> rates are prorated to 50% off)</small>					
CLASS	CLASSIFICATION	LIQUOR, BEER & WINE	BEER & WINE	BEER ONLY	TOTAL
A	Retail Package	<input type="checkbox"/> 1 \$1850	<input type="checkbox"/> 2 \$800	<input type="checkbox"/> 3 \$600	
B	Consumption On-Premises	<input type="checkbox"/> 1 \$2150	<input type="checkbox"/> 2 \$1000	<input type="checkbox"/> 3 \$750	
<b>WHOLESALE</b>					
CLASS	CLASSIFICATION	PRICE		TOTAL	
C	Liquor	<input type="checkbox"/> \$3200			
D	Beer & Wine	<input type="checkbox"/> \$1900			
<b>MANUFACTURERS</b>					
CLASS	CLASSIFICATION	PRICE		TOTAL	
E	Brewer, manufacturer of malt beverages	<input type="checkbox"/> \$1075			
G	Manufacturer of wine	<input type="checkbox"/> \$2250			
H	Distiller, manufacturer of distilled spirits	<input type="checkbox"/> \$2250			
<b>HOTELS, EVENT VENUES, &amp; CATERERS</b>					
CLASS	CLASSIFICATION	PRICE		TOTAL	
F1	Hotel	<input type="checkbox"/> \$2500			
F2	Special event venue	<input type="checkbox"/> \$2000			
L	Consumption off-premises, Caterer	<input type="checkbox"/> \$1500			
<b>SPECIAL EVENTS &amp; COMPLIMENTARY ALCOHOL</b>					
CLASS	CLASSIFICATION	PRICE		TOTAL	
I	Temporary/Private Event (max 2 days)	<input checked="" type="checkbox"/> \$100/day		100	
J	Home Brew Special Event (max 2 days and 6 days per annum)	<input type="checkbox"/> \$100/day	<b>OUT-OF-CITY CATERERS</b> <input type="checkbox"/> \$50/day (+ 3% excise tax)		
K	Complimentary Beer & Wine	<input type="checkbox"/> \$250			
<b>ADD-ON LICENSES</b>					
CLASS	CLASSIFICATION	APPLICABLE LICENSES	PRICE	TOTAL	
A	Brewpub	B1, B2, B3, E	<input type="checkbox"/> \$850		
C1	Sunday Sales (Retail)	A1, A2, A3, C, D, E, F1, F2, G, H	<input type="checkbox"/> \$750		
C2	Sunday Sales (11:00 a.m.)	B1, B2, B3, F1, F2	<input type="checkbox"/> \$1000		
D	Tasting Event (must notify 5 days prior and 52 max events per annum)	A1, A2, A3	<input type="checkbox"/> No fee		
<b>NEW APPLICATION FEES</b>					
CLASS	FEES		GRAND TOTAL <small>(add all above selections and application fees)</small>		
A1 - H & L	<input type="checkbox"/> \$290				
I, J & K	<input checked="" type="checkbox"/> \$20		120		

<b>FOR OFFICE USE ONLY:</b>				
Rcvd:	By:	Amt Paid: 120.00	Lic# 6242	Issued:





**TEMPORARY/SPECIAL EVENT  
(DISPENSING ALCOHOL)  
PERMIT APPLICATION  
(Staff review page)**

**STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY**

<b>BUILDING &amp; ZONING DEPARTMENT</b>		
The Building & Zoning Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:		
PIN#: <u>5002102003</u>	Zoning District: <u>C-2</u>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Reviewed By: <u>BC</u>	Date: <u>11/6/23</u>	
Comments: _____ _____ _____		

<b>POLICE DEPARTMENT</b>		
The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:		
Reviewed by: <u>Candace Brannon</u>	Date: <u>11/06/2023</u>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Comments/Concerns: <u>N/A</u> _____ _____		

<b>FIRE DEPARTMENT</b>		
The Fire Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:		
Reviewed by:	Date:	Approval: <input type="checkbox"/> Denial: <input type="checkbox"/>
Comments/Concerns: _____ _____ _____		



**TEMPORARY/SPECIAL EVENT  
(DISPENSING ALCOHOL)  
PERMIT APPLICATION  
(Staff review page)**

**STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY**

<b>BUILDING &amp; ZONING DEPARTMENT</b>		
The Building & Zoning Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:		
PIN#: 5002102003	Zoning District: C-2	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Reviewed By: [Signature]		Date: 1/6/23
Comments: _____ _____ _____		

<b>POLICE DEPARTMENT</b>		
The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:		
Reviewed by:	Date:	Approval: <input type="checkbox"/> Denial: <input type="checkbox"/>
Comments/Concerns: _____ _____ _____		

<b>FIRE DEPARTMENT</b>		
The Fire Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:		
Reviewed by: [Signature]	Date: 1/6/23	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Comments/Concerns: N/A _____ _____		



# TEMPORARY/SPECIAL EVENT (DISPENSING ALCOHOL) PERMIT APPLICATION

1. APPLICANT'S INFORMATION:

Jacqueline Lambert Applicant's Name      Savannah h3misman@gmail.com Email Address

9838A Whitefield Ave, Savannah, GA 31406 Applicant's Home Address      678-848-2304 Telephone Number

Savannah Hash House Harriers  
Business name

Business Alcohol License #  
\_\_\_\_\_

Do you attest that 80% of the proceeds benefit the non-profit?  
Non-profit Name and IRS Status (if applicable)      Yes      No      (please circle one)

EVENT INFORMATION: Type of event? (please circle one)      OPEN (public)      CLOSED (INVITATION ONLY)

March 3-4, 2023 Date of Event      Cottonwood Suites Location of Event      \$110 Entry Fee (if any)

March 3, 2023 4:00pm-11:45pm Starting Time of Event      March 4, 2023 7:00am-11:45pm Ending Time of Event      300 Estimated # of Participants

Charity pub crawl that will take place in Savannah, but lodging is in Pooler. Food/drinks will be available to participants. Description of Event - If requesting the closing or use of city streets, please provide a map clearly marking the streets to be used.

Will food be sold or given away?       Yes       No

If yes, please ensure that all vendors adhere to the regulations of the Chatham County Environmental Health Department.

**NOTICE:** The City of Pooler may impose special stipulations of approval, including but not limited to, the requirement to hire adequate off-duty police personnel to ensure public safety.

Jacqueline Lambert  
Applicant's Signature

12/22/22  
Date

Date Submitted: 12/22/22 Fee Paid: \$ 220.00 Date Scheduled for Council Meeting: 1/17/23

Approved       Denied      Special Stipulations: \_\_\_\_\_

Mayor's Signature: \_\_\_\_\_



# NEW ALCOHOLIC BEVERAGE LICENSE APPLICATION

CLASSIFICATIONS					
RETAIL <small>(new applications received after July 1<sup>st</sup> rates are prorated to 50% off)</small>					
CLASS	CLASSIFICATION	LIQUOR, BEER & WINE	BEER & WINE	BEER ONLY	TOTAL
A	Retail Package	<input type="checkbox"/> 1 \$1850	<input type="checkbox"/> 2 \$800	<input type="checkbox"/> 3 \$600	
B	Consumption On-Premises	<input type="checkbox"/> 1 \$2150	<input type="checkbox"/> 2 \$1000	<input type="checkbox"/> 3 \$750	
WHOLESALE					
CLASS	CLASSIFICATION	PRICE		TOTAL	
C	Liquor	<input type="checkbox"/> \$3200			
D	Beer & Wine	<input type="checkbox"/> \$1900			
MANUFACTURERS					
CLASS	CLASSIFICATION	PRICE		TOTAL	
E	Brewer, manufacturer of malt beverages	<input type="checkbox"/> \$1075			
G	Manufacturer of wine	<input type="checkbox"/> \$2250			
H	Distiller, manufacturer of distilled spirits	<input type="checkbox"/> \$2250			
HOTELS, EVENT VENUES, & CATERERS					
CLASS	CLASSIFICATION	PRICE		TOTAL	
F1	Hotel	<input type="checkbox"/> \$2500			
F2	Special event venue	<input type="checkbox"/> \$2000			
L	Consumption off-premises, Caterer	<input type="checkbox"/> \$1500			
SPECIAL EVENTS & COMPLIMENTARY ALCOHOL					
CLASS	CLASSIFICATION	PRICE		TOTAL	
I	Temporary/Private Event (max 2 days)	<input checked="" type="checkbox"/> \$100/day		200	
J	Home Brew Special Event (max 2 days and 6 days per annum)	<input type="checkbox"/> \$100/day	OUT-OF-CITY CATERERS <input type="checkbox"/> \$50/day (+ 3% excise tax)		
K	Complimentary Beer & Wine	<input type="checkbox"/> \$250			
ADD-ON LICENSES					
CLASS	CLASSIFICATION	APPLICABLE LICENSES	PRICE	TOTAL	
A	Brewpub	B1, B2, B3, E	<input type="checkbox"/> \$850		
C1	Sunday Sales (Retail)	A1, A2, A3, C, D, E, F1, F2, G, H	<input type="checkbox"/> \$750		
C2	Sunday Sales (11:00 a.m.)	B1, B2, B3, F1, F2	<input type="checkbox"/> \$1000		
D	Tasting Event (must notify 5 days prior and 52 max events per annum)	A1, A2, A3	<input type="checkbox"/> No fee		
NEW APPLICATION FEES					
CLASS	FEES		GRAND TOTAL <small>(add all above selections and application fees)</small>		
A1 - H & L	<input type="checkbox"/> \$290				
I, J & K	<input checked="" type="checkbox"/> \$20		220.		

**FOR OFFICE USE ONLY:**

Rcvd: 2/22/22 By:  Amt Paid: 220 Lic# 6228 Issued:



**TEMPORARY/SPECIAL EVENT  
(DISPENSING ALCOHOL)  
PERMIT APPLICATION  
(Staff review page)**

**STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY**

<b>BUILDING &amp; ZONING DEPARTMENT</b>		
The Building & Zoning Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:		
PIN#:	Zoning District: <i>C2</i>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Reviewed By: <i>Russell Dyer</i>	Date: <i>1/3/2023</i>	
Comments:		

<b>POLICE DEPARTMENT</b>		
The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:		
Reviewed by: <i>Colleen Brown</i>	Date: <i>1/04/2023</i>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Comments/Concerns: <i>N/A</i>		

<b>FIRE DEPARTMENT</b>		
The Fire Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:		
Reviewed by: <i>G. Welch</i>	Date: <i>1/4/2023</i>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Comments/Concerns: <i>N/A</i>		

# SavH3 23rd Memorial Savannah Green Dress 2023

Share 150

03/03 04:00 PM to 03/05 11:00 AM

A SavH3 Hash Weekend

Cost: \$110\*

\$ Options

It's that time of the year again...

Are you ready for the 23rd Memorial Savannah Green Dress?!?!

The pubcrawl Saturday.

Everyone knows that Savannah Green Dress is not an event to miss.

For any payment questions, contact Jackie savannahh3misman@gmail.com

### Theme:

Green

### Start Location Details

To be announced after the lottery

Pooler, GA

### Schedule of Events

- Thursday / Friday
- Saturday
- Sunday



Matthew Saxon  
Assistant City Manager

**COUNCIL REPORT**  
Report for the month of December 2022

**Street:**

- Continued routine maintenance throughout the city repairing potholes, sidewalks, and shoulder work.

**Signs:**

- Replaced **15** signs throughout the city.

**Street Sweeper:**

- **30** miles swept.

**Storm Water:**

- Completed routine residential workorders.
- Completed **15,425** of routine roadside ditch and outfall maintenance.

**Canal Maintenance:**

- Continued routine maintenance throughout the city **2.5** miles.
- Mowed and cleaned Pipemakers canal from I-95 West to Pooler Parkway.
- Removed 4 Live Oak trees along the JCB Canal.

**Public Works Admin:**

- Reviewed 16 sets of site plans.

Respectfully submitted,

Matthew E. Saxon

Assistant City Manager



Matt Saxon  
Assistant City Manager

**COUNCIL REPORT**  
Report for the month of December

Mrs. Williams,

It gives me great pleasure to present to you, the work that our Wastewater Treatment Plant, Sewer, and Water Departments have accomplished since the last council meeting:

**Water:**

Inspected **50** Grease trap inspections.

**43** C.O inspections conducted.

Repaired 19 residential water service laterals.

Repaired 3 commercial water service laterals.

Notified via phone/email **28** residents with high volumes of water usage from leak alarm report during the freeze.

**64** reported water issues and/or leaks during the freezing period at Christmas. Visited all addresses and assisted customers to help resolve issues.

Witnessed the testing and certification of **55** backflow preventers.

Performed **667** line locates requested by the (UPC) Utility Protection Center.

**Sewer & WWTP:**

EOM report attached.

Respectfully submitted,

Matt Saxon  
Assistant City Manager



---

**From:** Caroline Hankins <chankins@pooler-ga.gov>

**Sent:** Friday, January 6, 2023 2:33 PM

**To:** John Winn <JWinn@POOLER-GA.GOV>; Matt Saxon <MSaxon@POOLER-GA.GOV>; Robert Smith <robertj4485@yahoo.com>; Donald Brown <DBrown@POOLER-GA.GOV>

**Cc:** Robert Byrd Jr. <Rbyrd@POOLER-GA.GOV>

**Subject:** Great Job Rob!

We received a phone call today from a resident regarding Rob answering a call Tuesday after Christmas. The homeowner was not home but the neighbors called in the leak and tried to help.

The resident said it was after dark and were surprised someone came out. They said Rob came out very quickly and was extremely pleasant. He did a “fine job and was very helpful”. She said we have a great employee and wanted to let us know.

Thanks so much for doing a great job Rob!

And to all for all the other major leaks over the cold holiday.

Best,  
Caroline



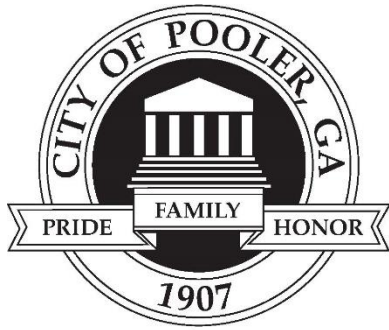
**Caroline Hankins, MPA, HR Director**

CITY OF POOLER

100 US Highway 80 SW  
Pooler, GA 31322

**T:** (912) 748-7261 ext. 114

[chankins@pooler-ga.gov](mailto:chankins@pooler-ga.gov) | [pooler-ga.gov](http://pooler-ga.gov)



DECEMBER  
2022

# Monthly Report



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324  
912.445.0050  
[www.eomworx.com](http://www.eomworx.com)



## TABLE OF CONTENTS

---

<b>Content</b>	<b>Section</b>
Executive Summary.....	1.0
Wastewater Treatment .....	2.0
Collections & Distribution.....	3.0
Engineering .....	4.0
Administration.....	5.0
Appendix .....	6.0



## SECTION 1.0

### EXECUTIVE SUMMARY

---

EOM is pleased to provide this revised monthly report to the City of Pooler for review. Departmental reports and requested supplemental data can be found enclosed.

### MONTH HIGHLIGHT

- **SEWER** – Responded to (4) grinder pump calls
- **SEWER** – Responded to (13) sewer blockage/leak calls
- **SEWER** – Completed 2 Sewer Repairs
  - o Lisa’s Court
  - o Gleason Ave
- **WASTEWATER LIFT STATIONS**
  - o **PO-LS-16.05:** Somersby Lift Station – Replaced station alarm
  - o **PO-LS-08.05:** Pooler Park of Commerce Lift Station – Replaced alarm bell bulbs
  - o **PO-LS-08.05:** Pooler Park of Commerce Lift Station – Replaced alarm bell bulbs
  - o **PO-LS-14.05:** S.H. Morgan Lift Station – Replaced thermals
  - o **PO-LS-37.05:** North Skinner St Lift Station – Conduit and sensor installation
- **WASTEWATER TREATMENT PLANT**
  - o **PO-WW-UV-18:** Composite Sampler – Replaced intake tubing
  - o **PO-WW-PM-13:** Permeate Pump\_4 – Replaced pump flange and piping
  - o **PO-WW-GR-35:** Fine Screen-2 Gear Unit 2 – Replaced bearings and seals in gearbox and replaced stabilizer hinge
  - o **PO-WW-RW-05:** Mechanical Bar Screen\_2 – Replaced bearings and seals in gearbox and shaft bearings on drum
  - o **PO-WW-AS-06:** Blower 5\_ Aeration Grid – Replaced remote display



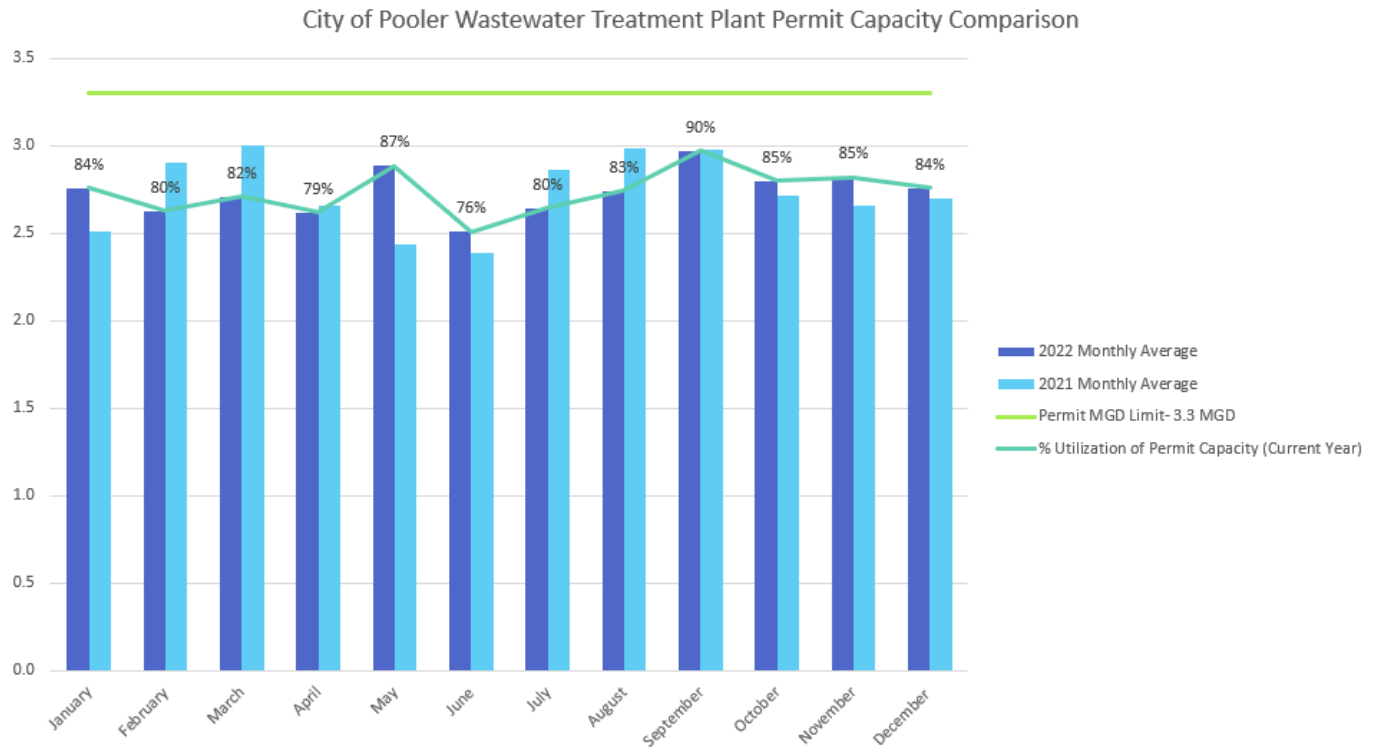
## Section 2.0

# WASTEWATER TREATMENT



## SECTION 2.0 WASTEWATER TREATMENT

**Table 1 – WASTEWATER TREATMENT PLANT PERMIT COMPARISON**





## Section 3.0

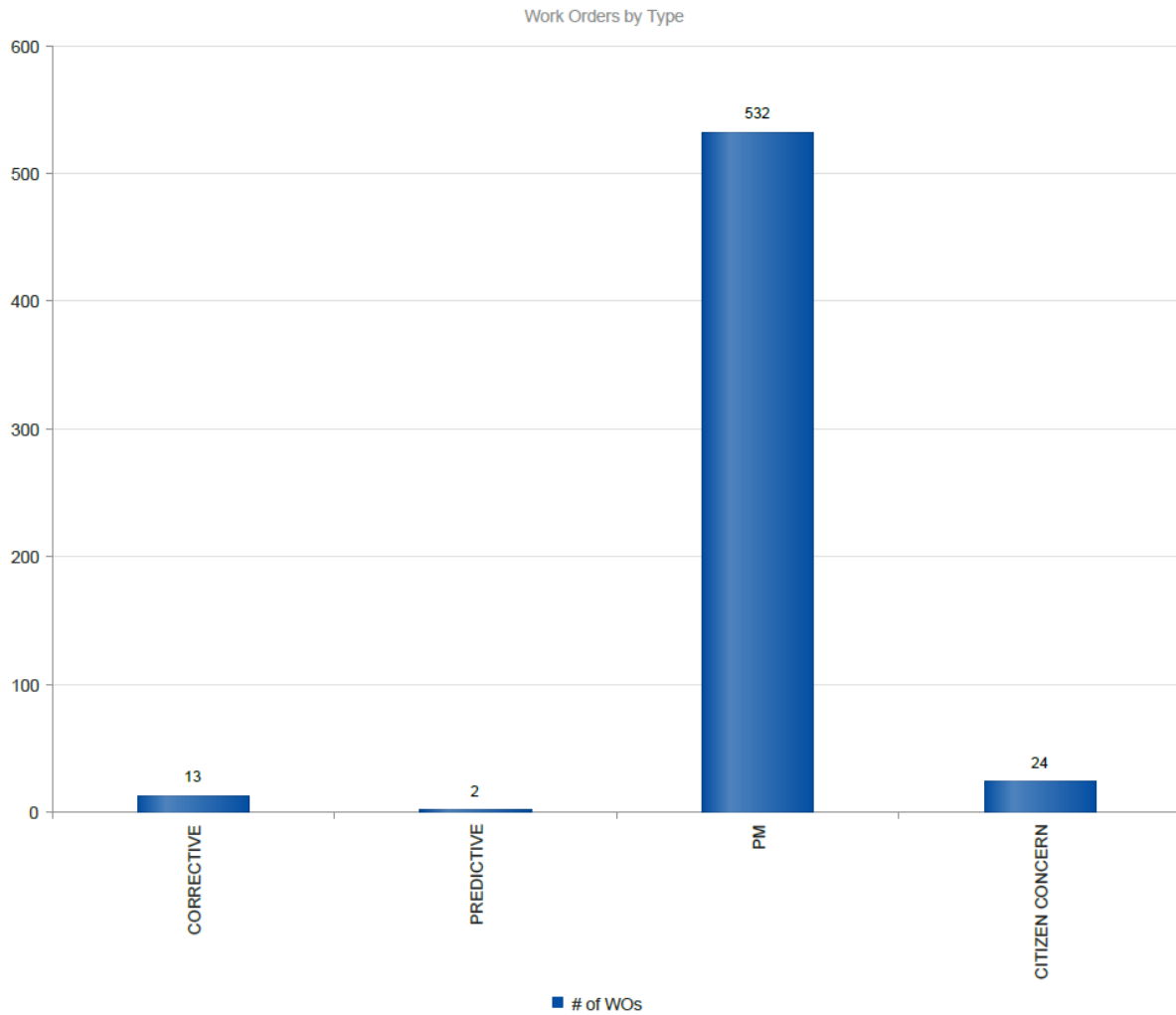
COLLECTIONS &  
DISTRIBUTION



## SECTION 3.0

### COLLECTIONS & DISTRIBUTION

**Table 1 – SEWER MAINTENANCE WORK ORDER REPORT**







# Section 4.0

ENGINEERING



## SECTION 4.0

### ENGINEERING

#### SITE PLAN REVIEW

- I. Approved Projects
  - Arden Senior Living Center
  - Parlor Water Main Extension
  - Davis Group Development
  - Walk On's & Veterinary Center
  - 1707 Old Dean Forest Rd
  - Nordic Trailer Storage Yard
  - My Place Hotel
  - Harmony Subdivision - Amenity
  - Hwy 80 Car Wash
  - Barrow Drive Trailer Parking Extension
  
- II. Projects Under Review
  - Nine Squares (Submittal #3)
  - Tanger Outlet Mall – Outparcel 2 (Submittal #1)
  - Jimmy Deloach - Single Family (Submittal #1)
  - Harmony Subdivision – Phase 7 - Revised Plans (Submittal #1)
  - Valvoline (Submittal #1)
  - Pittman Subaru (Submittal #2)
  - 212 E Hwy 80 (Submittal #1)
  - Dave & Buster's at Tanger Outlets
  
- III. Projects Waiting On Responses
  - Element Hotel & Commercial Space – 3<sup>rd</sup> review completed on 12/28/2022
  - Towne Place Pooler – 5<sup>th</sup> review completed on 12/21/2022
  - Dave & Buster's at Tanger Outlets – 1<sup>st</sup> review completed on 11/29/2022
  - Pooler One – Pine Barren Road Entrance - 1<sup>st</sup> review completed on 11/22/2022
  - Quik Trip – 5<sup>th</sup> review completed on 11/16/2022
  - Pooler Parkway & Quacco Rd Widening – 2<sup>nd</sup> review completed on 10/11/2022
  - Transportation Logistics Terminal Tract 2A – 1<sup>st</sup> review completed on 11/8/2022
  - Sharon Court – 2<sup>nd</sup> review completed on 10/24/2022
  - Lot 3 Dean Forest Business Park – 3<sup>rd</sup> review completed on 10/18/2022
  - Barrow Drive Trailer Parking Extension – 2<sup>nd</sup> review completed on 9/8/2022
  - Westbrook Area L1 – 2<sup>nd</sup> review completed on 9/8/2022
  - Westbrook Area L2 – 2<sup>nd</sup> Review Completed on 9/8/2022



- Westbrook Area L3 – 2<sup>nd</sup> Review completed on 9/8/2022
- Bragg Tract Phase 1 – 1<sup>st</sup> review completed on 9/22/2022
- Pittman Subaru – 1<sup>st</sup> review completed on 9/23/2022

#### IV. ADDITIONAL ENGINEERING SERVICES

- Additional items were added to the design of Lift Station #21 & 22. City has since authorized project for construction.
- Initial 2022 LMIG Bid Documents were submitted to the City in Summer 2022. Currently pending review and response from City.



## Section 5.0

### ADMINISTRATION



## SECTION 5.0

### ADMINISTRATION

---

#### BUDGET

#### BUDGET EXPENSES

01/22 to 12/22

Description	Budget	Expense	Balance
Chemicals	\$ 880,000.00	\$ 728,682.99	\$ 151,317.01
Sewer Expenses	\$ 860,000.00	\$ 549,628.01	\$ 310,371.99
WWTP Expenses	\$ 481,300.00	\$ 283,298.27	\$ 198,001.73
<b>TOTAL</b>	<b>\$ 2,221,300.00</b>	<b>\$ 1,561,609.27</b>	<b>\$ 659,690.73</b>



# Section 6.0

APPENDIX

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
**DISCHARGE MONITORING REPORT (DMR)**

Form Approved  
 OMB No. 2040-0004

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

Page 1

**NAME:** Pooler City of  
**ADDRESS:** 100 Southwest Hwy 80  
 Pooler, GA 31322  
**FACILITY:** Pooler, City of (Bloomingdale Regional WPCP)  
**LOCATION:** Winskie Road  
 Pooler GA 31322

GA0047066	002-B3
<b>PERMIT NUMBER</b>	<b>DISCHARGE NUMBER</b>

**DMR MAILING ZIP CODE:**  
 MAJOR

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
FROM 22	11	01	TO 22	11	30

WPCP Discharge  
 External Outfall

No Discharge

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
OXYGEN, DISSOLVED (DO)	<b>SAMPLE MEASUREMENT</b>	****	****	****	7.9	****	****	mg/L	0	01/01	GR GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	<b>PERMIT REQUIREMENT</b>	****	****	****	6.0 MINIMUM	****	****	mg/L		01/01	GR GRAB
BOD, 5-DAY (20 DEG. C)	<b>SAMPLE MEASUREMENT</b>	45.9	48.7	lb/d	****	2.0	2.0	mg/L	0	03/DW	CP COMPOS
00310 1 0 0 EFFLUENT GROSS VALUE	<b>PERMIT REQUIREMENT</b>	82.6 MO AVG	102.6 WKLY AVG	lb/d	****	3.0 MO AVG	4.5 WKLY AVG	mg/L		03/DW	CP COMPOS
BOD, 5-DAY (20 DEG. C)	<b>SAMPLE MEASUREMENT</b>	2819	3289	lb/d	****	230	266	mg/L	0	03/DW	CP COMPOS
00310 1 0 0 RAW SEWAGE INFLUENT	<b>PERMIT REQUIREMENT</b>	Req Mon MO AVG	Req Mon WKLY AVG	lb/d	****	Req Mon MO AVG	Req Mon WKLY AVG	mg/L		03/DW	CP COMPOS
PH	<b>SAMPLE MEASUREMENT</b>	****	****	****	6.4	****	7.1	SU	0	01/01	GR GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	<b>PERMIT REQUIREMENT</b>	****	****	****	6.0 MINIMUM	****	8.5 MAXIMUM	SU		01/01	GR GRAB
SOLIDS, TOTAL SUSPENDED	<b>SAMPLE MEASUREMENT</b>	22.9	24.4	lb/d	****	1.0	1.0	mg/L	0	03/DW	CP COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	<b>PERMIT REQUIREMENT</b>	138.0 MO AVG	172.0 WKLY AVG	lb/d	****	5.0 MO AVG	7.5 WKLY AVG	mg/L		03/DW	CP COMPOS
SOLIDS, TOTAL SUSPENDED	<b>SAMPLE MEASUREMENT</b>	2387	2631	lb/d	****	193	199	mg/L	0	03/DW	CP COMPOS
00530 1 0 0 RAW SEWAGE INFLUENT	<b>PERMIT REQUIREMENT</b>	Req Mon MO AVG	Req Mon WKLY AVG	lb/d	****	Req Mon MO AVG	Req Mon WKLY AVG	mg/L		03/DW	CP COMPOS
NITROGEN, ORGANIC TOTAL (AS N)	<b>SAMPLE MEASUREMENT</b>	****	****	****	****	3.540	****	mg/L	0	01/30	CP COMPOS
00605 1 0 0 EFFLUENT GROSS VALUE	<b>PERMIT REQUIREMENT</b>	****	****	****	****	Req Mon MO AVG	****	mg/L		01/30	CP COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER TYPED OR PRINTED	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	TELEPHONE		DATE		
		912	445-1894	22	12	12
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		AREA Code	NUMBER	YEAR	MO	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
**DISCHARGE MONITORING REPORT (DMR)**

Form Approved  
 OMB No. 2040-0004

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

Page 2

**NAME:** Pooler City of  
**ADDRESS:** 100 Southwest Hwy 80  
 Pooler, GA 31322  
**FACILITY:** Pooler, City of (Bloomingdale Regional WPCP)  
**LOCATION:** Winskie Road  
 Pooler GA 31322

GA0047066	002-B3
<b>PERMIT NUMBER</b>	<b>DISCHARGE NUMBER</b>

**DMR MAILING ZIP CODE:**  
 MAJOR

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
FROM 22	11	01	TO 22	11	30

WPCP Discharge  
 External Outfall

No Discharge

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
NITROGEN, AMMONIA TOTAL (AS N)	<b>SAMPLE MEASUREMENT</b>	7.0	13.4	lb/d	****	0.3	0.6	mg/L	0	03/DW	CP COMPOS
00610 1 0 0	<b>PERMIT REQUIREMENT</b>	11.0	13.8	lb/d	****	0.4	0.6	mg/L		03/DW	CP COMPOS
EFFLUENT GROSS VALUE		MO AVG	WKLY AVG			MO AVG	WKLY AVG				
NITROGEN, KJELDAHL TOTAL (AS N)	<b>SAMPLE MEASUREMENT</b>	****	****	****	****	3.650	****	mg/L	0	01/30	CP COMPOS
00625 1 0 0	<b>PERMIT REQUIREMENT</b>	****	****	****	****	Req Mon	****	mg/L		01/30	CP COMPOS
EFFLUENT GROSS VALUE						MO AVG					
NITRITE PLUS NITRATE TOTAL 1 DET. (AS N)	<b>SAMPLE MEASUREMENT</b>	****	****	****	****	12.7	****	mg/L	0	01/30	CP COMPOS
00630 1 0 0	<b>PERMIT REQUIREMENT</b>	****	****	****	****	Req Mon	****	mg/L		01/30	CP COMPOS
EFFLUENT GROSS VALUE						MO AVG					
PHOSPHORUS, TOTAL (AS P)	<b>SAMPLE MEASUREMENT</b>	2.8	3.8	****	****	0.3	0.4	mg/L	0	03/DW	CP COMPOS
00665 1 0 0	<b>PERMIT REQUIREMENT</b>	27.5	34.4	****	****	1.0	1.5	mg/L		03/DW	CP COMPOS
EFFLUENT GROSS VALUE		MO AVG	WKLY AVG			MO AVG	WKLY AVG				
PHOSPHATE, ORTHO (AS P)	<b>SAMPLE MEASUREMENT</b>	****	****	****	****	0.240	****	mg/L	0	01/30	CP COMPOS
04175 1 0 0	<b>PERMIT REQUIREMENT</b>	****	****	****	****	Req Mon	****	mg/L		01/30	CP COMPOS
EFFLUENT GROSS VALUE						MO AVG					
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	<b>SAMPLE MEASUREMENT</b>	2.8	2.93	MGD	****	****	****	****	0	99/99	CN CONTIN
50050 1 0 0	<b>PERMIT REQUIREMENT</b>	3.3	4.2	MGD	****	****	****	****		99/99	CN CONTIN
EFFLUENT GROSS VALUE		MO AVG	WKLY AVG								
COLIFORM, FECAL GENERAL	<b>SAMPLE MEASUREMENT</b>	****	****	****	****	1.6	3.1	#/100mL	0	02/DA	GR GRAB
74055 1 0 0	<b>PERMIT REQUIREMENT</b>	****	****	****	****	23	23	#/100mL		02/DA	GR GRAB
EFFLUENT GROSS VALUE						MO GEO	WKLY GEO				

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER Marcus Hobgood Wastewater Manager WW1-015056 TYPED OR PRINTED	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	TELEPHONE		DATE		
		912	445-1894	22	12	12
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		AREA Code	NUMBER	YEAR	MO	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)



NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
**DISCHARGE MONITORING REPORT (DMR)**

Form Approved  
 OMB No. 2040-0004

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

Page 3

**NAME:** Pooler City of  
**ADDRESS:** 100 Southwest Hwy 80  
 Pooler, GA 31322  
**FACILITY:** Pooler, City of (Bloomingdale Regional WPCP)  
**LOCATION:** Winskie Road  
 Pooler GA 31322

GA0047066	002-B3
<b>PERMIT NUMBER</b>	<b>DISCHARGE NUMBER</b>

**DMR MAILING ZIP CODE:**  
 MAJOR

WPCP Discharge  
 External Outfall

MONITORING PERIOD							
YEAR	MO	DAY	TO	YEAR	MO	DAY	
FROM	22	11	01	TO	22	11	30

No Discharge

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	VALUE	UNITS	VALUE	VALUE	VALUE	UNITS			
CYANIDE, TOTAL (AS CN)	SAMPLE MEASUREMENT	****	****	****	****	3.6000	****	ug/L	0	01/30	GR GRAB
00720 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	****	****	****	****	MO AVG	****	ug/L		01/30	GR GRAB
MERCURY, TOTAL (AS HG)	SAMPLE MEASUREMENT	****	****	****	****	7.60	****	ng/L	0	01/30	GR GRAB
71900 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	****	****	****	****	MO AVG	****	ng/L		01/30	GR GRAB
SOLIDS, SUSPENDED PERCENT REMOVAL	SAMPLE MEASUREMENT	****	****	dry ton	99.5	****	****	%	0	01/30	CA CALCTD
81011 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	Req Mon MO AVG	****	dry ton	>85 MINIMUM	****	****	%		01/30	CA CALCTD
BOD, 5-DAY PERCENT REMOVAL	SAMPLE MEASUREMENT	****	****	****	99.1	****	****	%	0	01/30	CA CALCTD
81010 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	****	****	****	>85 MINIMUM	****	****	%		01/30	CA CALCTD
SOLIDS, SLUDGE, TOT, DRY WEIGHT	SAMPLE MEASUREMENT	57	****	dry ton	****	****	****	****	0	01/30	CA CALCTD
78477 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	Req Mon MO AVG	****	dry ton	****	****	****	****		01/30	CA CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER Marcus Hobgood Wastewater Manager WW1-015056 TYPED OR PRINTED	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	TELEPHONE		DATE		
		912	445-1894	22	12	12
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		AREA Code	NUMBER	YEAR	MO	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)



## November 2022 Permit Data

Pooler Effluent Nh3 N Ammonia MG/L	Pooler Effluent Phosphorus MG/L	Pooler Effluent Nitrate + Nitrite MG/L	Pooler Effluent TKN MG/L	Pooler Effluent Org Nitrogen MG/L	Pooler Effluent Ortho Phosphorus MG/L	Pooler Effluent Cyanide UG/L	Pooler Effluent Mercury 1631E NG/L	Pooler Effluent Diss Oxygen MG/L	Pooler Effluent pH SU	Pooler Solids Removed Dry TON
								7.90	6.94	6.40
0.08	0.18							8.19	6.86	0.00
0.15	0.23							8.17	6.87	4.20
0.25	0.27							8.31	6.94	0.00
								8.22	6.87	0.00
								7.95	6.81	0.00
								8.18	6.89	4.20
								8.25	6.77	2.00
0.74	0.14							8.42	6.81	2.20
0.10	0.12					3.60	7.60	8.40	6.81	2.10
0.06	0.14							8.05	6.88	0.00
								8.09	6.96	0.00
								8.24	7.11	0.00
								8.37	7.07	4.00
0.11	0.26	12.70	3.65	3.54	0.24			8.51	6.82	4.20
0.18	0.30							8.24	7.06	2.10
0.40	0.28							8.56	6.69	2.10
								8.68	6.41	2.10
								8.69	6.68	0.00
								8.66	6.67	0.00
								8.23	6.94	3.80
								8.34	6.98	4.10
1.58	0.12							8.06	6.93	4.00
0.08	0.21							8.28	6.97	0.00
0.09	0.86							8.11	6.81	0.00
								8.43	7.01	0.00
								7.99	7.03	0.00
								7.87	6.99	4.00
								8.56	6.94	2.00
0.09	0.50							8.32	6.76	3.60
3.91	3.58	12.70	3.65	3.54	0.24	3.60	7.60	248.27	206.28	57.00
0.30	0.28	12.70	3.65	3.54	0.24	3.60	7.60	8.28	6.88	2.00
1.58	0.86	12.70	3.65	3.54	0.24	3.60	7.60	8.69	7.11	6.00
0.06	0.12	12.70	3.65	3.54	0.24	3.60	7.60	7.87	6.41	0.00

**I**NTERIM  
**C**OMPARATIVE  
**O**PERATING  
**S**TATEMENTS

**City of Pooler, Georgia**

For the Year Ended December 31, 2022

*Prepared by:  
Finance Department*



# CITY OF POOLER, GEORGIA

## Interim Comparative Operating Statements (*Unaudited*)

### Table of Contents

For the Year Ended December 31, 2022

---

	<u>PAGE</u>
COMPARATIVE OPERATING STATEMENTS	
General Fund Statement of Revenues, Expenditures, and Changes in Fund Balances.....	1
Tree Fund Statement of Revenues, Expenditures, and Changes in Fund Balances.....	2
Forfeiture Fund Statement of Revenues, Expenditures, and Changes in Fund Balances.....	3
ARP Local Fiscal Recovery Fund Statement of Revenues, Expenditures, and Changes in Fund Balances.....	4
Accommodation Excise Tax Fund Statement of Revenues, Expenditures, and Changes in Fund Balances.....	5
Special Purpose Local Option Sales Tax (SPLOST) Fund Statement of Revenues, Expenditures, and Changes in Fund Balances.....	6
Water and Sewer Fund Statement of Revenues, Expenses, and Changes in Net Position.....	7

---



**COMPARATIVE FINANCIAL STATEMENTS**

**(UNAUDITED)**





# CITY OF POOLER, GEORGIA

## General Fund

### Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended December 31, 2022 and 2021

	2022	2021		
<b>REVENUES</b>				
Taxes.....	\$ 24,791,587.43	\$ 21,603,967.74		
Licenses and permits.....	1,880,997.55	1,360,347.50		
Intergovernmental.....	719,007.71	446,722.36		
Charges for services.....	3,325,342.44	2,749,857.81		
Fines and forfeitures.....	751,475.02	878,081.79		
Investment earnings.....	159,828.18	10,655.01		
Contributions and donations.....	208,460.42	1,667,029.66		
Miscellaneous.....	106,102.94	92,033.68		
	<u>31,942,801.69</u>	<u>28,808,695.55</u>		
Total revenues.....			3,134,106.14	10.88%
<b>EXPENDITURES</b>				
Current				
General government.....	3,713,279.84	3,445,351.71		
Judicial.....	407,917.29	413,964.53		
Public safety.....	16,729,905.23	13,621,399.52		
Public works.....	7,572,877.71	5,816,710.66		
Health and welfare.....	165,979.85	134,361.79		
Culture and recreation.....	1,964,400.79	1,691,318.44		
Housing and development.....	904,917.38	866,285.06		
Debt service				
Principal.....	422,988.70	300,115.69		
Interest.....	60,868.65	31,481.92		
	<u>31,943,135.44</u>	<u>26,320,989.32</u>		
Total expenditures.....			5,622,146.12	21.36%
Excess (deficiency) of revenues over (under) expenditures.....	<u>(333.75)</u>	<u>2,487,706.23</u>		
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in.....	1,216,055.21	960,825.44		
Transfers out.....	-	(437,851.85)		
Capital lease.....	2,762,588.82	-		
Sale of general capital assets.....	143,365.66	139,097.50		
Insurance recoveries.....	89,717.13	18,449.20		
	<u>4,211,726.82</u>	<u>680,520.29</u>		
Total other financing sources (uses)			3,531,206.53	518.90%
Net changes in fund balances.....	4,211,393.07	3,168,226.52		
Fund balances at beginning of year.....	27,820,097.95	23,942,856.39		
Fund balances at end of year.....	<u>\$32,031,491.02</u>	<u>\$27,111,082.91</u>		

**CITY OF POOLER, GEORGIA**

Tree Fund

Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>		
REVENUES				
Contributions.....	\$ 821,725.00	\$ 1,734,750.00		
Investment earnings.....	2,121.93	414.99		
Total revenues.....	<u>823,846.93</u>	<u>1,735,164.99</u>	(911,318.06)	-52.52%
EXPENDITURES				
Current				
Parks.....	267,126.10	141,342.20		
Total expenditures.....	<u>267,126.10</u>	<u>141,342.20</u>	125,783.90	88.99%
Excess (deficiency) of revenues over (under) expenditures.....	<u>556,720.83</u>	<u>1,593,822.79</u>		
OTHER FINANCING SOURCES (USES)				
Transfers in.....	-	437,851.85	(437,851.85)	
Total other financing sources (uses)	-	437,851.85		
Net change in fund balance.....	556,720.83	2,031,674.64		
Fund balance, beginning of year.....	2,026,513.14	-		
Fund balance, end of year.....	<u>\$ 2,583,233.97</u>	<u>\$ 2,031,674.64</u>		

**CITY OF POOLER, GEORGIA**

Forfeiture Fund

Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended December 31, 2022 and 2021

	2022	2021		
REVENUES				
Fines and forfeitures.....	\$ 19,602.82	\$ 72,704.07		
Investment earnings.....	176.06	63.69		
Total revenues.....	19,778.88	72,767.76	(52,988.88)	-72.82%
EXPENDITURES				
Current				
Public safety.....	12,966.10	31,230.90		
Total expenditures.....	12,966.10	31,230.90	(18,264.80)	-58.48%
Excess (deficiency) of revenues over (under) expenditures.....	6,812.78	41,536.86		
Fund balance, beginning of year.....	109,758.62	72,146.73		
Fund balance, end of year.....	\$ 116,571.40	\$ 113,683.59		

**CITY OF POOLER, GEORGIA**

American Rescue Plan Local Fiscal Recovery Fund  
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>		
REVENUES				
Intergovernmental grants.....	\$ -	\$ -		
Investment earnings.....	<u>6,542.85</u>	<u>1,132.84</u>		
Total revenues.....	<u>6,542.85</u>	<u>1,132.84</u>	5,410.01	477.56%
EXPENDITURES				
Current				
Health and welfare.....	<u>-</u>	<u>-</u>		
Total expenditures.....	<u>-</u>	<u>-</u>	-	
Excess (deficiency) of revenues over (under) expenditures.....	<u>6,542.85</u>	<u>1,132.84</u>		
Fund balance, beginning of year.....	<u>1,132.84</u>	<u>-</u>		
Fund balance, end of year.....	<u>\$ 7,675.69</u>	<u>\$ 1,132.84</u>		

**CITY OF POOLER, GEORGIA**

Accommodation Excise Tax Fund

Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>		
REVENUES				
Taxes.....	\$ 2,432,110.42	\$ 1,921,650.80		
Total revenues.....	<u>2,432,110.42</u>	<u>1,921,650.80</u>	510,459.62	26.56%
EXPENDITURES				
Intergovernmental:				
Assistance.....	1,216,055.21	960,825.42		
Total expenditures.....	<u>1,216,055.21</u>	<u>960,825.42</u>	255,229.79	26.56%
Excess (deficiency) of revenues over (under) expenditures.....	<u>1,216,055.21</u>	<u>960,825.38</u>		
OTHER FINANCING SOURCES (USES)				
Transfers out.....	<u>(1,216,055.21)</u>	<u>(960,825.38)</u>	(255,229.83)	26.56%
Total other financing sources (uses)	<u>(1,216,055.21)</u>	<u>(960,825.38)</u>		
Net change in fund balance.....	-	-		
Fund balance, beginning of year.....	-	-		
Fund balance, end of year.....	<u>\$ -</u>	<u>\$ -</u>		

**CITY OF POOLER, GEORGIA**

Special Purpose Local Option Sales Tax (SPLOST) Fund  
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Year Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>		
<b>REVENUES</b>				
Intergovernmental.....	\$ 6,066,275.40	\$ 5,055,634.89		
Investment earnings.....	29,483.94	1,884.66		
Total revenues.....	<u>6,095,759.34</u>	<u>5,057,519.55</u>	1,038,239.79	20.53%
<b>EXPENDITURES</b>				
Capital outlay				
Public safety.....	1,083,360.30	453,410.20		
Public works.....	932,748.90	2,359,177.72		
Recreation.....	563,883.80	30,227.50		
Debt service				
Principal.....	1,190,000.00	1,160,000.00		
Interest.....	309,278.66	339,526.78		
Total expenditures.....	<u>4,079,271.66</u>	<u>4,342,342.20</u>	(263,070.54)	-6.06%
Excess (deficiency) of revenues over (under) expenditures.....	<u>2,016,487.68</u>	<u>715,177.35</u>		
Fund balance, beginning of year.....	4,420,409.33	2,949,988.45		
Fund balance, end of year.....	<u>\$ 6,436,897.01</u>	<u>\$ 3,665,165.80</u>		

# CITY OF POOLER, GEORGIA

## Water and Sewer Fund

### Comparative Statement of Revenues, Expenses, and Changes in Net Position

For the Year Ended December 31, 2022 and 2021

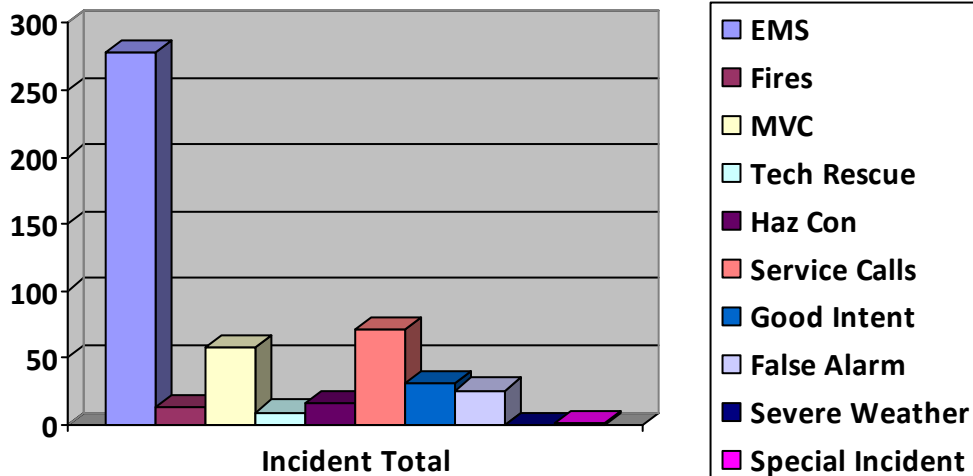
	2022	2021		
<b>OPERATING REVENUES</b>				
Water fees.....	\$ 4,345,320.38	\$ 4,053,347.78		
Sewer fees.....	5,522,048.63	5,198,452.62		
Miscellaneous fees.....	137,848.76	113,643.63		
Total operating revenues.....	<u>10,005,217.77</u>	<u>9,365,444.03</u>	639,773.74	6.83%
<b>OPERATING EXPENSES</b>				
<u>Sewer and Wastewater Treatment Plant</u>				
Purchased and contracted services.....	2,234,924.16	1,315,864.71		
Materials and supplies.....	1,800,568.04	1,615,140.41		
Total sewer and wastewater treatment plant.....	<u>4,035,492.20</u>	<u>2,931,005.12</u>	1,104,487.08	37.68%
<u>Water</u>				
Personnel services and employee benefits.....	711,451.22	950,677.75		
Purchased and contracted services.....	544,366.18	408,498.20		
Materials and supplies.....	2,237,191.10	1,779,787.63		
Total water.....	<u>3,493,008.50</u>	<u>3,138,963.58</u>	354,044.92	11.28%
Total operating expenses.....	<u>7,528,500.70</u>	<u>6,069,968.70</u>	1,458,532.00	24.03%
Operating income (loss).....	<u>2,476,717.07</u>	<u>3,295,475.33</u>	(818,758.26)	-24.84%
<b>NONOPERATING REVENUES (EXPENSES)</b>				
Interest income.....	115,553.88	15,346.60		
Insurance recoveries.....	-	624,733.05		
Interest expense.....	(313,069.46)	(694,044.61)		
Total nonoperating revenues (expenses).....	<u>(197,515.58)</u>	<u>(53,964.96)</u>	(143,550.62)	266.01%
Income (loss) before capital contributions.....	<u>2,279,201.49</u>	<u>3,241,510.37</u>	(962,308.88)	-29.69%
<b>CAPITAL CONTRIBUTIONS</b>				
Tap fees.....	560,464.28	704,750.04		
Capital cost recovery charges.....	7,291,337.76	2,443,898.32		
Total capital contributions.....	<u>7,851,802.04</u>	<u>3,148,648.36</u>	4,703,153.68	149.37%
Change in net position.....	10,131,003.53	6,390,158.73	3,740,844.80	58.54%
Net position, beginning of year.....	54,822,228.61	50,093,307.21		
Net position, end of year.....	<u>\$64,953,232.14</u>	<u>\$56,483,465.94</u>		





## City of Pooler Fire-Rescue Services

### Fire-Rescue Report Dec. 1<sup>st</sup> – 31<sup>st</sup>, 2022



MAJOR INCIDENT TYPE	# INCIDENTS Dec 2022	% Of TOTAL Dec 2022	YEAR End 2022	YEAR End 2021
Fires	13	2.58%	160	190
❖ Structure Fires	4	-	62	91
Emergency Medical Service	278	55.27%	3172	2947
Motor Vehicle Collisions	58	11.53%	580	664
Technical Rescues	9	1.79%	105	100
Hazardous Condition (No Fire)	16	3.18%	98	88
Service Call	71	14.12%	632	547
Good Intent Call	31	6.16%	403	539
False Alarm & False Call	26	5.17%	424	400
Severe Weather & Natural Disaster	0	0	13	9
Special Incident/Citizen Complaint	1	.20%	2	1
<b>TOTAL</b>	<b>503</b>	<b>100%</b>	<b>5589</b>	<b>5420</b>

*December Call Volume **Increased** from 478 in 2021 to 503 in 2022, **(5.23% increase)***

*For the year, call volume has increased by **169** calls or **3.12%** over 2021 totals.*



# Pooler Police Department

## Council Report

Tuesday January 17, 2022

December 2022



- A total of **80 Part 1 crimes** reported in the month of December. Bringing the total to **804 Part 1 crimes for year.**
- From prior year 2021, there is an **increase of 1%.**
- A total of **35 shopliftings** reported in the month of December. Bringing the total to **287 shopliftings for the year.**
- From prior year 2021, this is a **decrease of 18%.**
- **Total Calls for service** in December were **2,729.** Bringing the total number of calls for service for the year to **28,804.**
- From prior year 2021, this is an **increase of 8%.**
- A total of **1,970 citations** were issued in the month of December. Bringing the total for the year to **18,660.**
- From prior year 2021, **this is an increase of 17%**
- A total of **155 arrest** were made in the month of December. Bringing the total number arrest for the year to **1,614.**
- From prior year 2021, this is **an increase of 2%.**
- A total of **28 DUI arrest** were made in the month of December. Bringing the total number of DUI arrest for the year to **322.**
- From prior year 2021, this is **an increase of 24%.**

Activity	Time Period 12/01-12/31/2022	Year to Date 2022	Year to Date 2021	Percentage Change from 21 - 22
Part 1 crimes	80	804	796	1%
Shopliftings	35	287	348	-18%
Calls for service	2,729	28,804	26,789	8%
Citation	1,970	18,660	15,922	17%
Arrests	155	1,614	1,588	2%
DUI arrests	28	322	259	24%

# Pooler Parks & Recreation



Monthly Report: December 2022

## Recreation Department

- 1 6u basketball games ended.  
Youth basketball practices began.
- 2 Fall baseball teams continued practicing at Pooler Park.
- 3 Fall gymnastics and dance classes, and tennis sessions ended.
- 4 The community center was rented each weekend in December.  
The monthly TVIP class was held at the community center.
- 5 The gym was utilized by the Board of Elections as a voting precinct for the  
Senate run-off.
- 6 Pooler Gaelic football club continued practicing at complex.

7

## Senior Center

- 1 All regularly scheduled classes continued in December.
- 2 Completed Christmas arts and crafts projects, and distributed to friends and family  
members, as well as the public.
- 3 Seniors had the opportunity to participate in day trips to Statesboro and Hilton Head.
- 4 Celebrated with their annual Christmas party at the community center.

5

## Parks

- 1 Parks performed routine maintenance at all 5 parks, the community and senior  
centers, and the cemetery.

2

3

**City of Pooler  
Planning & Zoning Minutes  
January 9, 2023**

**CALL TO ORDER:**

Commissioner Matt Saxon called the meeting to order at 3:00 p.m.  
Commissioner Simmons led the Pledge of Allegiance.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Kimberly Dyer	Zoning Admin./Secretary	Present
Matt Saxon	Chairman	Present
Chelsea Henneman	Commissioner	Present
Shirlenia Daniel	Commissioner	Present
Falgun Patel	Commissioner	Absent
Wade Simmons	Commissioner	Present
Mark Williams	Commissioner	Present
Ashley Brown	Commissioner	Present
John Winn	Commissioner	Absent
Pete Chaison	Alternate	Present
Brian Crooks	City Planner	Present

**APPROVAL OF MINUTES**

The minutes of the December 12, 2022, Pooler Planning and Zoning Commission were reviewed, and no corrections or amendments were noted.

**Result: *Approved***

**1-Motion:** Commissioner Daniel

**2-Second:** Commissioner Brown

**Passed without opposition**

**PUBLIC HEARINGS**

**1. Amend Zoning Conditions for 12 Outparcels located within the Clyde E. Daniels Tract**

Brian Crooks, City Planner presented the request to the Board for their review and recommendation. The intent is to remove the conditions placed on the rezoning from 2004, to allow all C-2 (Heavy Commercial) uses to be permitted by right.

**Result:** *A motion was made to recommend approval to amend the conditions.*

**1- Motion:** Commissioner Brown

**2- Second:** Commissioner Daniel

**Passed without opposition**

**2. Conditional Use request for an Assisted Living Facility within the Clear Lake Reserve Development**

Scott Allison, with Coleman Company, presented the request to the Board for their review and recommendation. The intent is to construct an assisted living facility with +/- 120 units. According to Appendix A, Article IV-Zoning Districts, Table 4.1, Allowed Uses by Districts, Assisted Living Facilities, and other homes for the elderly, without onsite nursing care facilities, are only allowed as a conditional use within a C-2 zoning district.

*Result: After review of the criteria, a motion was made to recommend approval of the conditional use.*

- 1- Motion:** Commissioner Simmons
- 2- Second:** Commissioner Williams
- Motion passed without opposition.**

**3. Amendment to the Wynn-Capallo PUD Master Plan and Development Standards**

Scott Allison, with Coleman Company, presented the request to the Board for their review and recommendation. The request will create a PUD Transitional Commercial Zoning Classification for an area consisting of 13 acres and will allow trailer parking yards as a conditional use.

*Result: After review of the criteria, a motion was made to recommend approval.*

- 1- Motion:** Commissioner Daniel
- 2- Second:** Commissioner Simmons
- Motion passed without opposition.**

**NEW BUSINESS**

**1. Site Plan/Landscape Plan review for Nordic Way Trailer Storage Yard**

Neil McKenzie, with Coleman Company, presented the site plan to the Board for their review and recommendation. The project will consist of 90 concrete paved trailer parking spaces, with a fence and lighting. A berm will also be constructed between Jimmy DeLoach Parkway and the storage yard.

*Result: A motion was made to recommend approval of the site plan/landscape plan, contingent upon \$1,950.00 being paid into the tree fund.*

- 1- Motion:** Commissioner Daniel
- 2- Second:** Commissioner Williams
- Passed without opposition**

**2. Site Plan/Landscape Plan review for 1707 Old Dean Forest Road**

Jessica Vick, with Roberts Civil Engineering, presented the site plan to the Board for their review and recommendation. The project will consist of an expansion of the parking area and will be used for trailer parking.

*Result: A motion was made to recommend approval of the site plan/landscape plan for 1707 Old Dean Forest Road.*

- 1- Motion:** Commissioner Williams
- 2- Second:** Commissioner Simmons
- Passed without opposition**

**3. Site Plan/Landscape Plan review for Harmony Subdivision Amenity Center**

Neil McKenzie, with Coleman Company, presented the site plan to the Board for their review and recommendation. The project will consist of a pool, cabana, and a large pond with landscaping. The access will be from Melody Drive.

*Result: A motion was made to recommend approval of the site plan/landscape plan for Harmony Subdivision Amenity Center, contingent upon the Stormwater Maintenance Agreement being recorded and submitted to the City.*

- 1- Motion:** Commissioner Williams
- 2- Second:** Commissioner Simmons
- Passed without opposition**

**4. Site Plan/Landscape Plan review for My Place Hotel at 14 Mill Creek Circle**

Blake Heiman, with TGC Pooler, LLC, presented the site plan to the Board for their review and recommendation. The project will consist of a three (3) story hotel with 69 rooms and the infrastructure to support it. The site is located adjacent to the Red Roof Inn Hotel.

*Result: A motion was made to recommend approval of the site plan/landscape plan for My Place Hotel at 14 Mill Creek Circle, contingent upon a Stormwater Maintenance Agreement being recorded and submitted to the City.*

- 1- Motion:** Commissioner Brown
- 2- Second:** Commissioner Daniel
- Passed without opposition**

**5. Site Plan/Landscape Plan review for Dave & Busters on Tanger Outlets Blvd.**

Travis Burke, with Coleman Company, presented the site plan to the Board for their review and recommendation. The project will consist of a 20,000 sq. ft. restaurant in the Tanger Outlets Shopping Center and the infrastructure to support it. The proposed site is where the playground is currently located. A new playground will be constructed near the lighthouse.

**Result:** A motion was made to recommend approval of the site plan/landscape plan for Dave & Busters, contingent upon receipt of the GSWCC approval of the proposed Erosion, Sedimentation and Erosion Control plans.

**1- Motion:** Commissioner Simmons

**2- Second:** Commissioner Daniel

**Passed without opposition**

**6. Site Plan/Landscape Plan review for Nine Squares (1541 Pooler Parkway)**

Kinjan Patel, with GJR Development, presented the site plan to the Board for their and recommendation. The project will consist of a four (4) unit retail strip center with two tenant spaces being restaurants and the infrastructure to support it.

**Result:** A motion was made to recommend approval of the site plan/landscape plan for Nine Squares at 1541 Pooler Parkway, contingent upon receipt of the GSWCC approval of the proposed Erosion, Sedimentation and Erosion Control Plan.

**1- Motion:** Commissioner Henneman

**2- Second:** Commissioner Simmons

**Passed without opposition**

**7. Site Plan/Landscape Plan review for Walk On's Restaurant & Vet Center on Half Moon Way**

Jay Maupin, with Maupin Engineering, presented the site plan to the Board for their and recommendation. The project will consist of a 7,200 sq. ft. sports bar restaurant and a 5,200 sq. ft. vet clinic and the infrastructure to support it.

**Result:** A motion was made to recommend approval of the site plan/landscape plan for Walk On's & Vet Center, contingent upon the following:

- A westbound right turn deceleration lane on Blue Moon Xing being proposed under this project.
- A modification to the southbound approach at Half Moon Way and Blue Moon Xing is being proposed under the Towne Place Pooler project. This modification includes a left turn lane and thru/right turn lane on the southbound approach to the intersection.
- The approval of the site plan shall be contingent upon the remaining traffic improvements, proposed under Towne Place Pooler, attaining site plan approval. The full extent of traffic improvements must be approved and a resubmittal of plans showing the complete scope of the traffic improvements must be provided, prior to a preconstruction meeting being scheduled.
- It shall be noted that a certificate of occupancy shall not be issued until the Water Distribution and the Sanitary Sewer System falling under the scope of Towne Place Pooler project have been permitted, constructed, and accepted by the City.

- 1- Motion:** Commissioner Williams  
**2- Second:** Commissioner Simmons  
**Passed without opposition**

**8. Site Plan/Landscape Plan review for Highway 80 Car Wash**

Jay Maupin, with Maupin Engineering, presented the site plan to the Board for their review and recommendation. The project will consist of a 60,913 sq. ft. car wash and the infrastructure to support it. Access to the site will be from Westside Boulevard.

**Result:** *A motion was made to recommend approval of the site plan/landscape plan for Highway 80 Carwash, contingent upon the following:*

- *Receipt of GSWCC approval of the proposed Erosion, Sedimentation, and Erosion Control Plans.*
- *Receipt of the approved Utility Facility Encroachment Permit, issued by GDOT, for the proposed utility installation.*

- 1- Motion:** Commissioner Williams  
**2- Second:** Commissioner Daniel  
**Passed without opposition**

**Adjournment**

There being no further business, Commissioner Saxon asked for a motion to adjourn at 3:35 p.m.

- 1- Motion:** Commissioner Brown  
**2- Second:** Commissioner Daniel  
**Adjourned without opposition.**

The foregoing minutes are true and correct and approved by me on this 9<sup>th</sup> day of January 2023.



Kimberly Dyer, Zoning Administrator/P&Z Commission Secretary



**City of Pooler**  
**Single Family Residential Permits**  
**December 2022**

<b>Date</b>	<b>Permit #</b>	<b>Subdivision</b>	<b>Address</b>	<b>Contractor</b>	<b>Owner</b>	<b>PIN #</b>	<b>Flood Zone/Flood Way</b>
12/9/2022	221356	Westbrook	196 Wood Haven Ln., Lot 392	Michael Rogers Construction	Mark and Sarah Stevenson	51009G01099	Yes/No
12/5/2022	221364	Forest Lakes	134 Como Dr., Lot 925	Landmark 24 Homes of Savannah	Same	51014C09026	Yes/No
12/14/2022	221432	Westwood Reserve	82 Woodford Reserve Dr., Lot 55	DR Horton	Same	51010G02020	
12/14/2022	221433	Westwood Reserve	80 Woodford Reserve Dr., Lot 56	DR Horton	Same	51010G02021	
12/14/2022	221434	Westwood Reserve	85 Woodford Reserve Dr., Lot 95	DR Horton	Same	51010G04019	
12/20/2022	221473	Westwood Reserve	78 Woodford Reserve Dr., Lot 57	DR Horton	Same	51010G02022	
12/20/2022	221474	Westwood Reserve	76 Woodford Reserve Dr., Lot 58	DR Horton	Same	51010G02023	
12/14/2022	221477	Telfair Park	101 Jepson Way	Mungo Homes	Same	51009S02011	
12/19/2022	221480	Forest Lakes	108 Como Dr., Lot 903	Landmark 24 Homes of Savannah	Same	51014C09005	Yes/No
12/19/2022	221481	Forest Lakes	4 Superior Ln., Lot 905	Landmark 24 Homes of Savannah	Same	51014C09006	Yes/No
12/19/2022	221482	Forest Lakes	5 Superior Ln., Lot 912	Landmark 24 Homes of Savannah	Same	51014C09013	Yes/No
12/19/2022	221483	Forest Lakes	109 Como Dr., Lot 938	Landmark 24 Homes of Savannah	Same	51014C10005	Yes/No
12/19/2022	221484	Harmony	128 Melody Dr., Lot 607	Landmark 24 Homes of Savannah	Same	51010F05079	Yes/No
12/19/2022	221485	Harmony	130 Melody Dr., Lot 608	Landmark 24 Homes of Savannah	Same	51010F05080	Yes/No
12/19/2022	221488	Harmony	132 Melody Dr., Lot 609	Landmark 24 Homes of Savannah	Same	51010F05081	Yes/No
12/19/2022	221489	Harmony	134 Melody Dr., Lot 610	Landmark 24 Homes of Savannah	Same	51010F05082	Yes/No
12/19/2022	221490	Harmony	136 Melody Dr., Lot 611	Landmark 24 Homes of Savannah	Same	51010F05083	Yes/No
12/19/2022	221491	Harmony	137 Melody Dr., Lot 614	Landmark 24 Homes of Savannah	Same	51010F05086	Yes/No
12/19/2022	221492	Harmony	135 Melody Dr., Lot 615	Landmark 24 Homes of Savannah	Same	51010F05087	
12/19/2022	221493	Harmony	131 Melody Dr., Lot 617	Landmark 24 Homes of Savannah	Same	51010F05089	
<b>Total</b>	<b>20</b>						

**City of Pooler  
Townhome Permits  
December 2022**

<b>Date</b>	<b>Permit #</b>	<b>Subdivision</b>	<b>Address</b>	<b>Contractor</b>	<b>Owner</b>	<b>PIN #</b>	<b>Flood Zone/Flood Way</b>
12/20/2022	221475	Westbrook	154 Holloway Hill, Lot 1098	DR Horton	Same	51009R05123	
12/21/2022	221476	Westbrook	156 Holloway Hill, Lot 1099	DR Horton	Same	51009R05124	
12/20/2022	221495	Benton Grove Townhomes	9 Pisa Pl., Lot 2A	Dream Finders Homes, LLC	Same	50017D01005	
12/20/2022	221496	Benton Grove Townhomes	11 Pisa Pl., Lot 2B	Dream Finders Homes, LLC	Same	50017D01006	
12/20/2022	221504	Benton Grove Townhomes	13 Pisa Pl., Lot 2C	Dream Finders Homes, LLC	Same	50017D01007	
12/20/2022	221505	Benton Grove Townhomes	1 Pisa Pl., Lot 1A	Dream Finders Homes, LLC	Same	50017D01001	
12/20/2022	221506	Benton Grove Townhomes	3 Pisa Pl., Lot 1B	Dream Finders Homes, LLC	Same	50017D01002	
12/20/2022	221507	Benton Grove Townhomes	5 Pisa Pl., Lot 1C	Dream Finders Homes, LLC	Same	50017D01003	
12/20/2022	221508	Benton Grove Townhomes	7 Pisa Pl., Lot 1D	Dream Finders Homes, LLC	Same	50017D01004	
12/20/2022	221509	Benton Grove Townhomes	10 Pisa Pl., Lot 9A	Dream Finders Homes, LLC	Same	50017D04006	
12/20/2022	221511	Benton Grove Townhomes	8 Pisa Pl., Lot 9B	Dream Finders Homes, LLC	Same	50017D04005	
12/20/2022	221514	Benton Grove Townhomes	6 Pisa Pl., Lot 9C	Dream Finders Homes, LLC	Same	50017D04004	
12/20/2022	221515	Benton Grove Townhomes	4 Pisa Pl., Lot 9D	Dream Finders Homes, LLC	Same	50017D04003	
12/20/2022	221516	Benton Grove Townhomes	2 Pisa Pl., Lot 9E	Dream Finders Homes, LLC	Same	50017D04002	
12/20/2022	221517	Benton Grove Townhomes	12 Amalfi Ave., Lot 31A	Dream Finders Homes, LLC	Same	50017D03056	
12/20/2022	221518	Benton Grove Townhomes	10 Amalfi Ave., Lot 31B	Dream Finders Homes, LLC	Same	50017D03057	
12/20/2022	221519	Benton Grove Townhomes	8 Amalfi Ave., Lot 31C	Dream Finders Homes, LLC	Same	50017D03058	
12/20/2022	221520	Benton Grove Townhomes	6 Amalfi Ave., Lot 31D	Dream Finders Homes, LLC	Same	50017D03059	
12/20/2022	221521	Benton Grove Townhomes	4 Amalfi Ave., Lot 31E	Dream Finders Homes, LLC	Same	50017D03060	
<b>Total</b>	<b>19</b>						

**City of Pooler  
Commercial Permits  
December 2022**

<b>Date</b>	<b>Permit #</b>	<b>Address</b>	<b>Contractor</b>	<b>Owner</b>	<b>Type/Project</b>	<b>PIN #</b>	<b>Flood Zone/Flood Way</b>
12/06/2022	221359	1752 Old Dean Forest Rd.	Dabbs-Williams General Contractro	Hydradyne, LLC	Hydradyne Offic/Warehouse	50924D01001	
12/14/2022	221384	111 Coleman Blvd.	James Bonney	David Hendershot	Office Buildout	5098504054	
12/09/2022	221425	1753 Old Dean Forest Rd.	Michael Rogers Construction	Mitul Patel	Office Buildout	50924D02015	
12/13/2022	221435	1407 Pine Baren Rd. Bldg A	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/15/2022	221450	1009 SH Morgan Pkwy	CNB Construction, LLC	BMR Logistics	Office Buildout	5101101062	
12/13/2022	221452	1407 Pine Baren Rd. Bldg B	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/13/2022	221453	1407 Pine Baren Rd. Bldg C	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/13/2022	221454	1407 Pine Baren Rd. Bldg D	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/13/2022	221455	1407 Pine Baren Rd. Bldg E	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/13/2022	221456	1407 Pine Baren Rd. Bldg F	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/13/2022	221457	1407 Pine Baren Rd. Bldg G	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/13/2022	221458	1407 Pine Baren Rd. Bldg H	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/13/2022	221459	1407 Pine Baren Rd. Bldg J	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/13/2022	221460	1407 Pine Baren Rd. Bldg K	BCH Construction	Cathy Parlor	Mini-Storage Facility	5102301012	
12/28/2022	221478	5212 Old Louisville Rd. Bldg 2	Evans General Contractors	P8 Strategic Pooler, LLC	Office Buildout	5098701023	
12/28/2022	221494	419 W. Hwy 80	Basin Co LLC	Jesse and Tim Andorn	Rita's Italian Ice Buildout	5000308004	
<b>Total</b>	<b>16</b>						

**Misc. Permits December 2022**

Date	Permit #	Address	Contractor	Owner	Project Type	PIN #	Flood Zone
12/5/2022	221408	251 Morgan Lakes Industrial Blvd	Champion Fire Protection	MorganLakes Industrial XIV	Fire Sprinkler System		
12/9/2022	221417	1000 Pine Barren Rd. Ste 112	Bluffton Sign Company	Barber's of the Lowcountry	Wall Signs		
12/9/2022	221420	133 Ventura Pl	Pool Solutions Plus, Inc.	Berkeley Walk Homeowners	Commercial Pool	51009J08015	
12/6/2022	221422	115 Grand Central Blvd.	Goodwill Industries	Same	Shipping Container		
12/2/2022	221423	100 Blue Moon Xing, Unit 105/106	Whitfield Signs	Dogwood Pediatric Dentistry	Wall Signs		
12/6/2022	221424	1752 Old Dean Forest Rd.	Dabbs Williams	Hydradyne, LLC	Deep Well	50924D01001	
12/2/2022	221426	20 Traders Way	Sta-Dry Roofing	Realty Income	Reroof	50017A01057	
12/6/2022	221429	102 Park Ave.	AAA Sign Co Inc	Georgia Heritage Federal Credit Union	2 Wall Signs/1 Monument		
12/8/2022	221441	424 Copper Creek Cir.	Low Country Fencing	Neng Khai	6' Shadowbox Fence		
12/9/2022	221444	304 Moore Ave.	Thompson and Thompson	Amanda Arriaga	Excavation		
12/9/2022	221445	128 Pine View Xing	Dyess Air & Plumbing	Ronald Hamilton	Mechanical		
12/9/2022	221446	322 Serengeti Blvd.	Owens Contracting	Kathrina Mills	6' Shadowbox Fence		
12/14/2022	221447	1545 Dean Forest Rd.	Doug Bean Signs, Inc.	1545 Dean Forest LLC	Monument Sign		
12/12/2022	221448	1554 E. Hwy 80	Inex Sign Service Inc.	1554 OLR LLC	Wall Sign and Pylon Sign		
12/12/2022	221449	125 Legends Rd.	Freedom Forever	Sammy Jackson	Electrical		
12/13/2022	221462	501 Memorial Blvd.	The Sign Store	Lewis Commercial Properties LLC	4 Freestanding/7 Wall Signs		
12/15/2022	221463	66 Columbia Dr.	Signs by James	Preciball USA Inc	Monument Sign		
12/15/2022	221479	116 Greenhill Close	Halleluyah Restoration	Mary Lemanski	Black Alumium Fence		
12/21/2022	221498	134 Traders Way	Clayton Construction Company	Claycon Pooler, LLC	Monument Sign		
12/19/2022	221499	305 Benton Dr.	Titanium Solar LLC	Elizabeth Kangeter	Electrical		
12/19/2022	221500	157 Martello Rd.	Titanium Solar LLC	Gina Cabahug	Electrical		
12/19/2022	221501	210 Harmony Blvd.	Vinyl Industries of Savannah	Alex Cline	Covered Patio	51010F04006	
12/19/2022	221502	120 N. Morgan St	Jessica Ferraro	Same	6' Pivacy Fence		
12/21/2022	221525	134 Traders Way	Clayton Construction Company	Claycon Pooler, LLC	Wall Sign		
<b>Total</b>	<b>24</b>						

**City of Pooler  
Mobile Home Permits  
December 2022**

Date	Permit #	Subdivision	Address	Mobile Home Installer	Owner
Total	0				

**City of Pooler  
Certificate of Occupancy  
December 2022**

Date	Permit #	Subdivision	Address	Type of Construction	Contractor	Owner
12/5/2022	220884		1000 Pine Barren Rd., Unit 109/110	Retail Buildout	R Peacock Construction	Melissa Hille
12/5/2022	210884	Westbrook	3 Moss Ln., Lot 685	Single Family Detached	Village Park Homes, LLC	Same
12/6/2022	220642		100 Blue Moon Xing. Unit 105	Dentist Office Buildout	Martin Construciton Group	Krista Hinchey
12/6/2022	220122	Ellis Park	103 Buttermere Way, Lot 334	Single Family Detached	DR Horton	Same
12/8/2022	210657	Hunt Club Townhomes	182 Benelli Dr., Lot 559	Townhome	Beazer Homes	Same
12/8/2022	210656	Hunt Club Townhomes	184 Benelli Dr., Lot 558	Townhome	Beazer Homes	Same
12/8/2022	211370	Hunt Club Townhomes	167 Benelli Dr., Lot 554	Townhome	Beazer Homes	Same
12/9/2022	220517	Forest Lakes	105 Como Dr., Lot 940	Single Family Detached	Landmark 24 Homes of Savannah	Same
12/9/2022	210394	Hunt Club	165 Benelli Dr., Lot 553	Townhome	Beazer Homes	Same
12/12/2022	211155	Hunt Club	353 Serengeti Blvd., Lot 642	Single Family Detached	Beazer Homes	Same
12/12/2022	210022	Hunt Club	327 Serengeti Blvd., Lot 655	Single Family Detached	Beazer Homes	Same
12/13/2022	220539	Clubhouse Residential	30 Gofl Dr., Loot 487	Townhome	Logan Homes SC LLC	Same
12/14/2022	220617	Ellis Park	118 Buttermere Way, Lot 332	Single Family Detached	DR Horton	Same
12/14/2022	220582	Ellis Park	110 Buttermere Way, Lot 328	Single Family Detached	DR Horton	Same
12/14/2022	220444	Hunt Club Townhomes	147 Congo Ct.,Lot 509	Townhome	Beazer Homes	Same
12/15/2022	210393	Hunt Club Townhomes	163 Benelli Dr., Lot 552	Townhome	Beazer Homes	Same
12/15/2022	220443	Hunt Club Townhomes	145 Congo Ct., Lot 508	Townhome	Beazer Homes	Same
12/15/2022	220445	Hunt Club Townhomes	146 Congo Ct., Lot 510	Townhome	Beazer Homes	Same
12/15/2022	210618	Hunt Club	347 Serengeti Blvd., Lot 645	Single Family Detached	Beazer Homes	Same
12/15/2022	220564	Westbrook Glen	139 Harvest Hill, Lot 804	Single Family Detached	Pulte Home Company LLC	Same
12/15/2022	220466	Westbrook Glen	153 Harvest Hill, Lot 811	Single Family Detached	Pulte Home Company LLC	Same
12/15/2022	210722	Westbrook	122 Puttenham Xing, Lot 15	Single Family Detached	Transcend Custom Homes	Karen Ganzkow
12/16/2022	210791	Westbrook	178 Wood Haven Ln., Lot 455	Single Family Detached	Grant Homes	Amber Corry
12/16/2022	220467	Westbrook Glen	167 Harvest Hill, Lot 818	Single Family Detached	Pulte Home Company LLC	Same
12/16/2022	220468	Westbrook Glen	154 Harvest Hill, Lot 824	Single Family Detached	Pulte Home Company LLC	Same
12/16/2022	220273	Ellis Park	105 Buttermere Way, Lot 335	Single Family Detached	DR Horton	Same
12/16/2022	220474	Ellis Park	106 Buttermere Way, Lot 326	Single Family Detached	DR Horton	Same
12/16/2022	220611	Forest Lakes	123 Como Dr., Lot 931	Single Family Detached	Landmark 24 Homes of Savannah	Same
12/19/2022	220550	Clubhouse Residential	23 Palladian Way, Lot 95	Single Family Detached	Logan Homes SC LLC	Same
12/19/2022	220480	Westbrook Glen	147 Harvest Hill, Lot 808	Single Family Detached	Pulte Home Company LLC	Same
12/19/2022	220465	Westbrook Glen	151 Harvest Hill, Lot 810	Single Family Detached	Pulte Home Company LLC	Same
12/19/2022	210272	Westbrook Villas	139 Mallory Pl, Lot 167	Single Family Detached	Village Park Homes, LLC	Same
12/19/2022	210275	Westbrook Villas	149 Mallory Pl., Lot 172	Single Family Detached	Village Park Homes, LLC	Same
12/19/2022	220616	Ellis Park	116 Buttermere Way, Lot 331	Single Family Detached	DR Horton	Same
12/20/2022	220568	Westbrook Glen	145 Harvest Hill, Lot 807	Single Family Detached	Pulte Home Company LLC	Same
12/20/2022	220569	Westbrook Glen	155 Harvest Hill, Lot 812	Single Family Detached	Pulte Home Company LLC	Same
12/21/2022	220609	Forest Lakes	7 Superior Ln., Lot 911	Single Family Detached	Landmark 24 Homes of Savannah	Same
12/22/2022	220002	Westbrook	105 Busbridge Cove, Lot 333	Single Family Detached	Ricky Hearn	Same
12/22/2022	220486	Westwood Reserve	26 Woodfordm Reserve Dr., Lot 76	Single Family Detached	DR Horton	Same
12/23/2022	220469	Westbrook Glen	152 Harvest Hill, Lot 825	Single Family Detached	Pulte Home Company LLC	Same
12/23/2022	220096		20 William Blakely Xing.	Chatham Orthopedic Building	BMC Construction Services	Jack Hall
12/28/2022	210614	Hunt Club Townhomes	164 Benelli Dr., Lot 568	Townhome	Beazer Homes	Same
12/29/2022	210653	Hunt Club Townhomes	169 Benelli Dr., Lot 555	Townhome	Beazer Homes	Same

**City of Pooler  
Certificate of Occupancy  
December 2022**

<b>Date</b>	<b>Permit #</b>	<b>Subdivision</b>	<b>Address</b>	<b>Type of Construction</b>	<b>Contractor</b>	<b>Owner</b>
12/29/2022	210655	Hunt Club Townhomes	173 Benelli Dr., Lot 557	Townhome	Beazer Homes	Same
12/29/2022	210654	Hunt Club Townhomes	171 Benelli Dr., Lot 556	Townhome	Beazer Homes	Same
12/29/2022	210658	Hunt Club Townhomes	180 Benelli Dr., Lot 560	Townhome	Beazer Homes	Same
<b>Total</b>	<b>46</b>					

**Monthly Report  
December 2022**

**INSPECTORS**

Scott MacPherson	326	Inspections (Included in Salary)
Frank Garza	479	Inspections (Included in Salary)
<b>Total Inspections:</b>	805	Inspections





**CITY of POOLER**  
— GEORGIA —

## PROCLAMATION

### *Human Trafficking Prevention Month*

**WHEREAS** human trafficking is defined as “the recruitment, transport, transfer, harboring, or receipt of a person by such means as threat or use of force or other forms of coercion, abduction, fraud, or deception for the purpose of exploitation”; and

**WHEREAS** human trafficking is a nationwide public health and civil rights crisis. Its victims and survivors are everywhere; and

**WHEREAS** human trafficking commodifies and dehumanizes people regardless of age, gender, nationality, race, sexual orientation, or economic status; and

**WHEREAS** human trafficking victimizes citizens in every community, city, country, and state of the United States of America;

**NOW, THEREFORE** I, Rebecca C. Benton, Mayor of the City of Pooler, Georgia, do hereby declare that Pooler partner with other local, state, and national organizations in designating January 2023 as Human Trafficking Prevention Month in order to promote awareness of and education about trafficking to encourage all Georgians to understand, recognize, and fight human trafficking.





Rebecca C. Benton, Mayor

ATTEST:



Kiley Fusco, Clerk of Council

} STATE OF GEORGIA

} COUNTY OF CHATHAM

**RESOLUTION TO FIX AND PUBLISH MUNICIPAL ELECTION QUALIFYING PERIOD AND FEES FOR THE CITY OF POOLER, GA 2023 MUNICIPAL ELECTION**

BE IT RESOLVED by the Mayor and Councilmembers of the City of Pooler, Georgia, while in regular session on January 17, 2023, as follows:

WHEREAS, effective January 1, 1999, the Georgia Municipal and Georgia Election Codes were combined into one code known as the Georgia Election Code; and

WHEREAS, such Code provides at O.C.G.A. § 21-2-131(a)(1) that qualifying fees shall be fixed and published not later than February 1st of any year in which a general election is to be held; and

WHEREAS, State Law provides that such fees shall be three percent (3%) of the total gross salary of the office paid in the preceding year, if a salaried office; and

WHEREAS, Internal Revenue Service Code section 3401(c) indicates that an elected official of government is an employee for income tax withholding purposes. Therefore, holders of public office are not subject to self-employment tax; and

WHEREAS, in compliance with Article II, Section 2 of the City’s Code of Ordinances, the City of Pooler will hold elections for Mayor (1) and Councilmembers (6, At-Large) in 2023;

NOW, THEREFORE, the Mayor and Councilmembers of the City of Pooler, Georgia, pursuant to its authority, do hereby adopt by Resolution as follows:

The following Qualifying Fees shall apply to candidates seeking municipal office in the election to be held on Tuesday, November 7, 2023:

<b>Municipal Office</b>	<b>Annual Salary</b>	<b>Qualifying Fee (3%)</b>
Mayor, City of Pooler (1)	\$14,400	\$432.00
At-Large Councilmember, City of Pooler (6)	\$7,200	\$216.00

The approved Qualifying Fees shall be published in the City’s legal organ following the adoption of this Resolution. The Qualifying Period for the offices listed above shall be in the Office of the City Clerk, Pooler City Hall, 100 US Highway 80 SW, Pooler, GA 31322 from Monday, August 21, 2023 through Friday, August 25, 2023 from 8:30 a.m. to 4:30 p.m.

The City Clerk shall be authorized to contract with the Chatham County Board of Elections and

Board of Registrars to conduct the election and shall transmit a copy of this resolution upon approval.

RESOLVED this the 17<sup>th</sup> day of January, 2023.

---

Rebecca C. Benton, Mayor  
City of Pooler, Georgia

ATTEST:

---

Kiley Fusco City Clerk  
City of Pooler, Georgia

## AGENDA ITEM

**Date:** December 19, 2022

**Subject:** Zoning Map Amendment for 100 Commerce Court from CP to C-2

### **Background & Discussion:**

David Hornsby, with HD Companies, on behalf of the owner, presented the petition to the P&Z Board for their review and recommendation. The intent is to operate a private school/daycare facility. There were some questions from the P&Z Board regarding the permitted uses in a heavy commercial zoning district.

Adjacent property owners were notified on November 15, 2022.

Savannah Morning News was notified on November 16, 2022.

Sign posted on November 16, 2022.

### **Planning and Zoning Recommendation:**

After review of the criteria, Planning and Zoning recommends approval to rezone 100 Commerce Court from CP (Commercial Professional) to C-2 (Heavy Commercial), contingent upon only institutional used being allowed by right.

### **Staff Recommendation:**

Staff recommends review of the zoning map amendment criteria, prior to making a decision.

# City of Pooler

## Zoning Map Amendment Application

Date: 11/1/22 File #: 22.1325

Type or print and attach additional sheets if necessary to fully answer any of the following sections.

### General Information

1. Name of owner/authorized agent: Fred Williams / David Hornsby
2. Address of owner/authorized agent: 100 Commerce Court
3. Telephone number of owner/agent: 843-521-4123
4. Have any previous applications been made for a text or map amendment affecting these same premises?  Yes or  No
5. If yes, give file number, date and action taken: —  
(If exact file number, date or action is not known, please give approximate date of previous application.)

### Action Requested

#### Information Required:

1. General location of property (the area) street number and location with respect to nearby public roads in common use: 100 Commerce Court (Pine Ballon + Quaker Rd)
2. Legal description of property (name of subdivision, block and lot number): Lot 2 Recombination of Commerce Court SDB 415 67
3. PIN #: 51010B01134 P 51010B01139
4. Zone Classification: Present B-Professional Requested: C2
5. Owner of property: (If same as applicant, leave blank) Fred Williams
6. Address of owner: 100 Commerce Court Pooler GA 31322
7. Telephone number of owner: 912-658-8332
8. Total area of property: (acres or approximate sq. feet) 3.19 Acres
9. Existing land use (specify such as grocery store, single-family residence, vacant land, etc.): Empty Building (Former Office, Real Estate Sales)
10. Desire land use (specify such as residence, grocery store, mobile home park, etc.): School

### Reasons and Certifications

(Required for all amendments)

- Reasons for requesting change of zoning map which would support the purposes of the zoning program: We would like to occupy the building as a private school/daycare facility.





## **SECTION 10. STANDARDS FOR ZONING ORDINANCE OR MAP AMENDMENT**

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted use of property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by the aldermanic board in making any zoning decision:

1. Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
2. Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
3. Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards?
4. Will this request place irreversible limitations on the area as it is or on future plans for it?
5. Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
6. Will the proposed use substantially conflict with existing density patterns in the zone or neighborhood?
7. Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?
8. Will the action adversely impact adjacent or nearby properties in terms of:
  1. Environmental quality or livability resulting from the introduction of uses or activities which would create traffic, noise, odor or visual hazards or the reduction of light and air that is incompatible with the established development pattern.
  2. Property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.
  3. Will the action create development opportunities of such increased intensity that storm water runoff from the site cannot be controlled within previous limits, with [which] results in adverse impacts upon existing down-stream drainage problems or potential problems?
9. Will the action result in public service requirements such as provision of utilities or safety services which because of the location or scale of the development, cannot be provided on an economic basis and therefore would create an actual burden to the public?



---

**LOCAL GOVERNMENT OFFICIAL DISCLOSURE OF FINANCIAL INTERESTS**

*With respect to the following requests made by:*

Fred Williams is requesting the City of Pooler to rezone 100 Commerce Court from a C-P (Commercial Professional) Zoning District to a C-2 (Heavy Commercial) Zoning District.

**I, in complying with O.C.G.A. 36-67A-2, do hereby declare that:**

- \_\_\_\_\_ (1) I have a property interest in the above described real property.
- \_\_\_\_\_ (2) I have a financial interest in a business entity which has a property interest in the above described real property.
- \_\_\_\_\_ (3) I have a member of my family who has an interest described by (1) and (2) above.
- \_\_\_\_\_ (4) None of the above.

\_\_\_\_\_

If you checked paragraph (3) or (4), stop here.

If you marked either paragraph (1) or (2), sign the below statement.

I understand that Georgia Law (O.C.G.A. 36-67A-2) requires me to disqualify myself from voting on the rezoning action relating to this affidavit. I have not and will not take any other action on the application for rezoning regarding this affidavit.

\_\_\_\_\_



## **AGENDA ITEM**

**Date:** January 17, 2023

**Subject:** Amend Zoning Conditions for 12 Outparcels of the Clyde E. Daniels Tract

### **Background & Discussion:**

City Planner Brian Crooks presented the request to the P&Z Board for their review and recommendation. The intent is to remove the conditions placed on the rezoning from 2004, to allow all C-2 (Heavy Commercial) uses to be permitted by right.

**Planning and Zoning Recommendation:** Planning and Zoning recommends approval to amend the zoning conditions for 12 outparcels of the Clyde E. Daniels Tract.

**Staff Recommendation:** Staff recommends approval.

PH 21



# CITY OF POOLER

100 Southwest Highway 80  
Pooler, Georgia 31322  
(912) 748-7261  
Fax: (912) 748-0157  
www.pooler-ga.com  
November 3, 2004

Dennis G. Baxter - City Manager  
Steve Scheer - City Attorney

Mayor  
Earl L. "Buddy" Carter

### CITY COUNCIL

Bruce Allen  
Rebecca C. Benton  
Travis B. Cowart, Jr.  
Mike Lamb  
Wayne Seay  
Stevie E. Wall

Mr. Clyde Edward Daniels  
P. O. Box 607  
Pooler, Georgia 31322

Re: Petition for Zoning Map Amendment  
Pin # 5-0018-01-001

Dear Mr. Daniels:

During their regularly scheduled meeting on Monday, November 1, 2004, Mayor and Council for the City of Pooler approved the petition to rezone 19.6 acres on the north side of U. S. Highway 80 from (C-1, R-3A, R-1A) to C-2, a Heavy Commercial zoning with the following conditions: that all the permitted uses in C-1 would be allowed and only the following six uses out of the C-2 zoning would be allowed: shopping centers with a total floor space exceeding 10,000 square feet, any sales facility exceeding 10,000 square feet of floor area, liquor, beer and wine package shops, restaurant with or without alcohol sales, service stations and mini-warehouses. Enclosed is a copy of the minutes from that meeting wherein this action was taken.

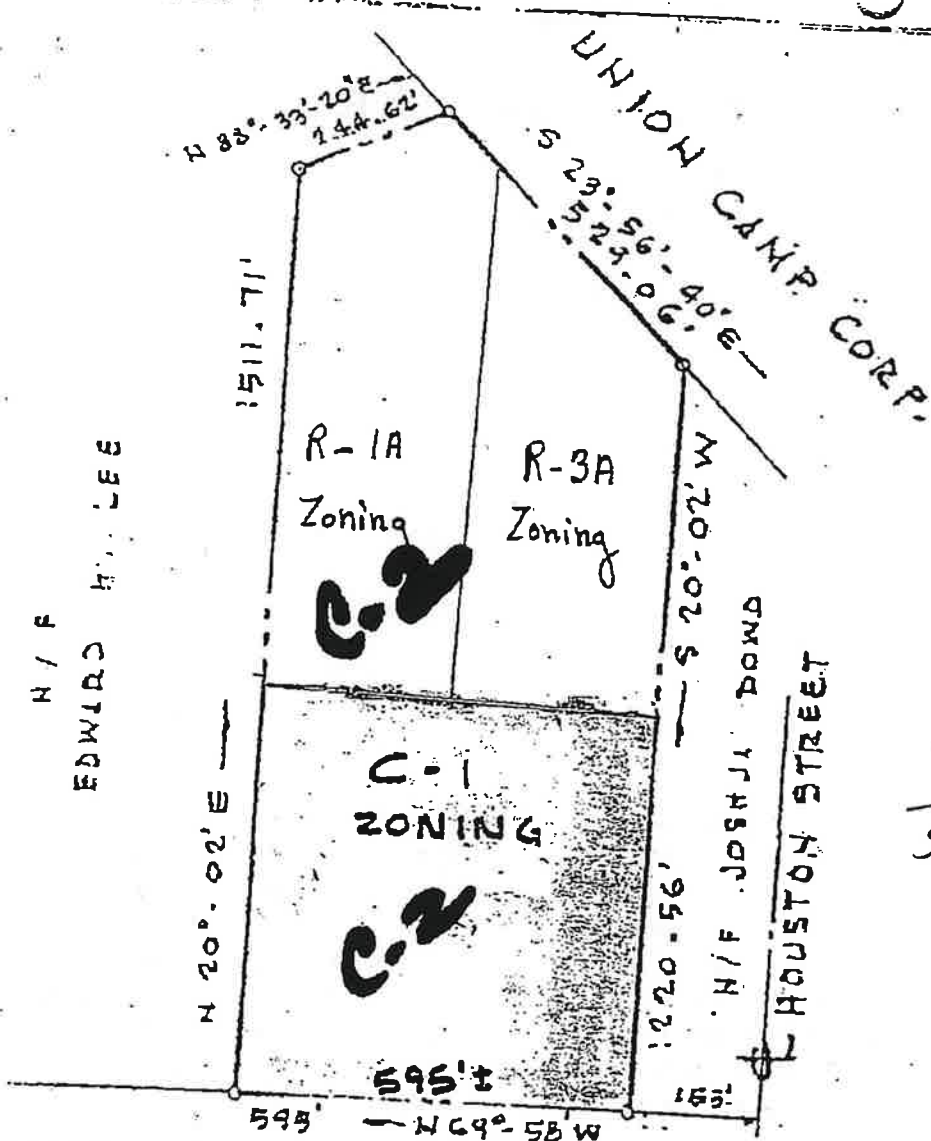
Please do not hesitate to call if I can be of further assistance to you.

Sincerely,  
*Jacqueline Carver*  
Jacqueline Carver  
Zoning Administrator

/jc  
enclosure

cc: City Manager Dennis Baxter  
Attorney Phillip McCorkle, authorized agent  
Attorney Steve Scheer





REP. M.L.P.  
MERIDIAN

12 Parcels

- 5001901006
- 04
  - 15
  - 21
  - 14
  - 25
  - 22
  - 20
  - 19
  - 16
  - 17
  - 08

LOUISVILLE ROAD U.S. HWY. 80

STATE OF GEORGIA  
DEKALB COUNTY

COMPILED PLAT OF THE REMAINING EASTERN PORTION  
OF THE DANIELS PROPERTY BEING A PORTION OF THE  
S. LLOYD TRACT, POOLER

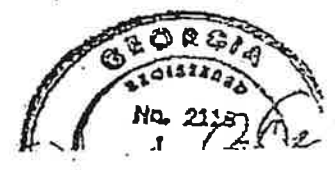
CLYDE E. DANIELS

1" = 300'  
150 300 600  
SCALE IN FEET

19 MAY 1988

FIELD NOTES  
- STEEL TAPE  
- 10" THEODOLITE  
- 20" TRANSIT

THIS PLAT WAS COMPILED  
FROM OTHER PLATS AND  
NOT PROVED BY ACTUAL  
FIELD SURVEY.



## Public Hearing

A public hearing was held prior to the regular City Council meeting on November 1, 2004. Mayor Mike Lamb called the hearing to order at 5:45 p.m. Present were Councilwoman Rebecca Benton, Councilmen Mike Royal, Wayne Seay and Stevie Wall. City Manager Dennis Baxter and City Attorney Steve Scheer were also present.

The purpose of this hearing was to discuss:

**1) A requested zoning map amendment of 19.6 acres on the north side of U.S. Highway 80 from C-1, R-3A, R-1A to C-2** - Clyde Daniels has petitioned the City to re-zone 19.6 acres on the north side of Highway 80 to C-2 (heavy commercial). The front portion of this tract is currently zoned C-1 (light commercial), the rear eastern half is zoned R-3A (multi-family) and the rear western half is zoned R-1A (single-family residential). The developer is proposing a shopping center with out-parcels fronting on Highway 80 and a small commercial office park on the rear of the property, with a 50 foot natural buffer (thick tree line) and a 6' privacy fence located 10' off the property line. Attorney Phillip McCorkle was present on behalf of the owner and stated that he is willing, as recommended by Planning & Zoning, to place a condition on this re-zoning to allow only the following six (6) uses permitted in the city's C-2 zoning: shopping centers with total floor space exceeding 10,000 square feet, any sales facility exceeding 10,000 square feet of floor area, liquor, beer and wine package shops, restaurant with or without alcohol sales, service stations and mini-warehouses. (All permitted uses in C-1 would be allowed.)

**2) An amendment to the Jabot PUD Master Plan including Final PUD approval for The Harmony and a change in zoning of Parcel J from single-family residential to heavy commercial** - This project will be accessed from Quacco Road and the future spine road to the Pooler Parkway and will consist of approximately 500 single-family lots and 350 townhome units, with a proposed 6.4 acre amenity site. Cristy Lawrence of Thomas & Hutton Engineering Company presented the amended Jabot PUD Master Plan, stating the lots are at least 55' wide and are at least 7000 square feet. Further, that a construction access would be provided. Councilman Wall stated that the front setbacks for the townhomes needs to be 25' instead of 20'. Rich Devlin, resident, presented opposition to having 850 more homes built in this area, stating that additional traffic will create a safety issue for the school children.

There being no further discussion, the hearing was adjourned at approximately 6:07 p.m.

Under NEW BUSINESS the following was discussed:

1. Requested zoning map amendment of 19.6 acres on the north side of U.S. Highway 80 from C-1, R-3A, R-1A to C-2

A public hearing was held prior wherein no opposition was presented. Mr. Baxter presented this request from Clyde Daniels to re-zone his property on the north side of Highway 80. The front portion of this tract is currently zoned C-1 (light commercial), while the rear western half is zoned R-1A (single-family residential) and the rear eastern half is zoned R-3A (multi-family). The developers are proposing a shopping center with out-parcels fronting on Highway 80 and a small commercial office park on the rear of the property. Attorney Phillip McCorkle was present and stated that the owner is willing to place a condition on this re-zoning to only allow the following uses under C-2 to be permitted: shopping centers with total floor space exceeding 10,000 square feet, any sales facility exceeding 10,000 square feet of floor area, liquor, beer and wine package shops, restaurant with or without alcohol sales, service stations and mini-warehouses. After discussion, Councilman Wall made a motion, seconded by Councilwoman Benton, to approve this zoning map amendment, subject to the aforementioned conditional zoning. Motion passed without opposition.

2. Amendment to the Jabot Master Plan to include Final PUD approval for The Harmony and a requested change in the zoning of Parcel J from single-family residential to heavy commercial

A public hearing was held prior. Mr. Baxter presented Amendment #3 of the Jabot Master Plan to include Final PUD approval of The Harmony, the development standards and the change in zoning for Parcel J from single-family residential to heavy commercial. Cristy Lawrence of Thomas & Hutton Engineering Company presented the details of the proposed amendment, stating that access to the project will be from Quacco Road and the future spine road to the Pooler Parkway. This project will have approximately 500 single-family lots and 350 townhome units, as well as a 6.4 acre amenity site. Councilman Wall stated that originally the owner of this property had proposed warehouses in this area but has since agreed to build single-family residences. Further, that a 25' front setback is being requested, which the developer has agreed to. Councilman Wall presented concern over the spine road not being completed before construction on the houses begins. Ms. Lawrence replied that the spine road is not being built by the residential developer. Jeff Halliburton of Thomas & Hutton Engineering Company stated that the owner of the commercial development, by contract, must start the road construction within 18 months (and complete within 12 months thereafter) and that there is a large wetland crossing to be designed as well as coordination with the Savannah Ogeechee Canal Society. Further, that the developer will put as much construction traffic through the spine road as possible. Police Chief C. E. Chan presented his concern regarding the two (2) nearby schools, stating that the spine road is a necessity and that there needs to be a plan to regulate the dump trucks traveling through this area. Rick Fitzer, developer, addressed Council in regards to his willingness to do whatever it takes to expedite the design and construction of the spine

## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Conditional Use request for an Assisted Living Facility in Clear Lake Reserve

### **Background & Discussion:**

Scott Allison, with Coleman Company, presented the request to the P&Z Board for their review and recommendation. The intent is to construct an assisted living facility with +/- 120 units. According to Appendix A, Article IV-Zoning Districts, Table 4.1, Allowed Uses by Districts, Assisted Living Facilities, and other homes for the elderly, without onsite nursing care facilities, are only allowed as a conditional use within a C-2 zoning district.

The adjacent property owners were notified on December 23, 2022.

Advertisement was posted in the Savannah Morning News on January 2, 2023.

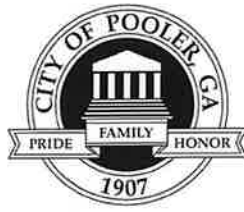
The property was posted on December 23, 2022.

### **Planning and Zoning Recommendation:**

After review of the criteria, P&Z recommends approval.

### **Staff Recommendation:**

Staff recommends Council approve the conditional use request upon review of the criteria.



## CITY OF POOLER

**MAYOR**  
Rebecca C. Benton

DATE: December 23, 2022

**CITY COUNCIL**  
Shannon Black  
Aaron C. Higgins  
Tom Hutcherson  
Stevie E. Wall  
John M. Wilcher  
Karen L. Williams

TO: Adjacent Property Owners  
Planning and Zoning Commission  
Mayor and Council

RE: Conditional Use

PIN: 5-1011F-01-002

**CITY MANAGER**  
Robert H. Byrd, Jr.

OWNER: LRP Hotels of South Myrtle Brach, LLC

**CITY ATTORNEY**  
Steve Scheer

LRP Hotels of South Myrtle beach, LLC has petitioned the City of Pooler for a conditional use to construct an assisted living facility on a portion of Lot 2 within the Clear Lake Reserve Development. According to Appendix A, Article IV-Zoning Districts, Table 4.1, Allowed Uses by Districts, *Assisted Living Facilities and other Homes for the elderly without onsite nursing care facilities*, are only allowed as a conditional use in a C-2 (Heavy Commercial) Zoning District.

A Public Hearing is scheduled before the Planning and Zoning Commission on Monday, January 9, 2023 at 3:00 p.m. The Official Public Hearing before the Mayor and Council is scheduled for Tuesday, January 17, 2023 at 6:00 p.m. The petitioner and any private individual shall be entitled to present evidence concerning the "Zoning Map Amendment" before the Planning and Zoning Commission and/or Mayor and Council. Any person speaking either in support or opposition to the zoning map amendment at the Official Public Hearing, please complete and submit, mail or email the Campaign Disclosure Form five (5) days prior to the meeting. Further information may be obtained by calling (912) 748-7261 during regular business hours. (Project # 221442)

221442

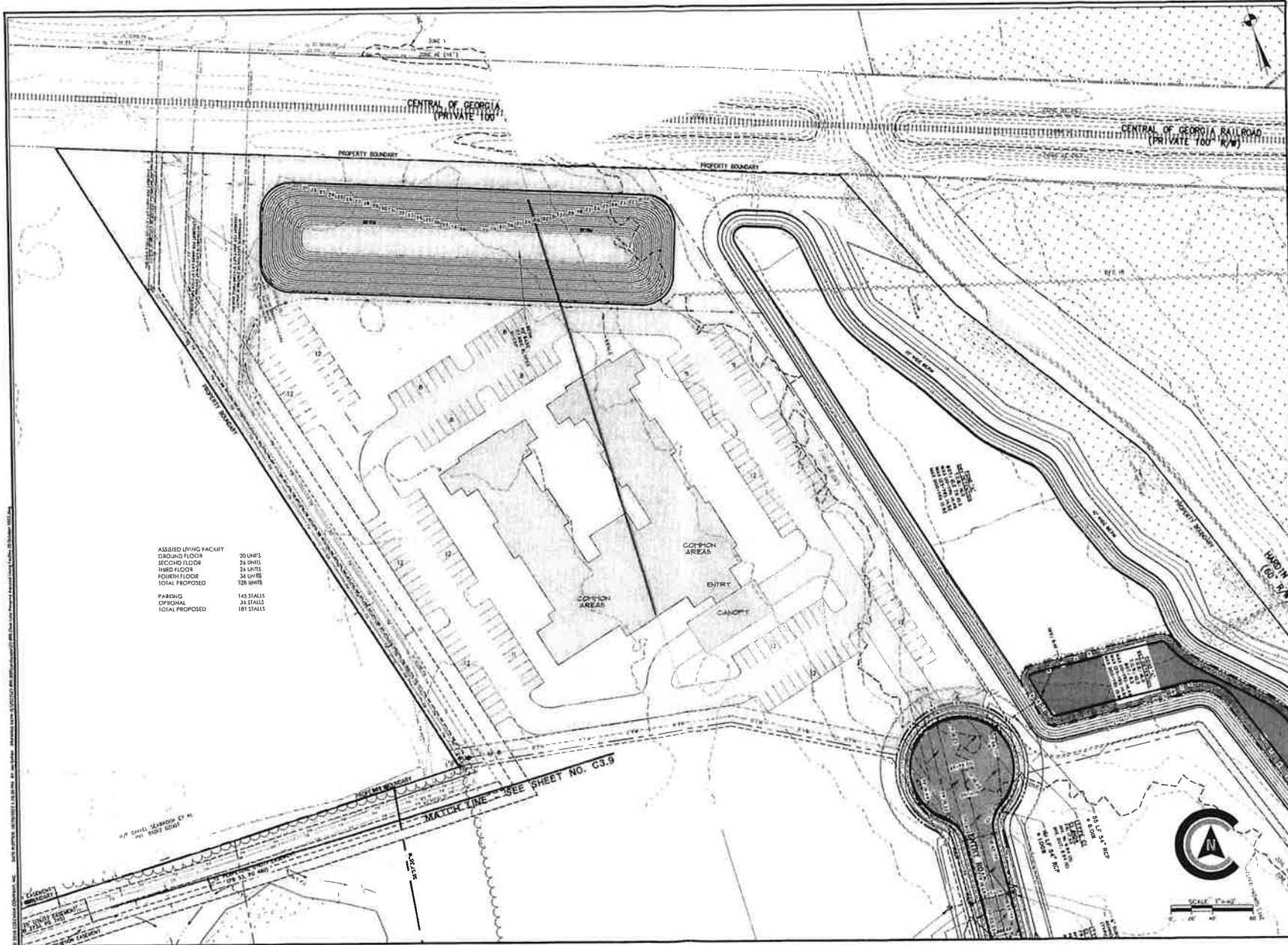


# Conditional Use Application

Applicant Information	Applicant <u>Scott Allison / Coleman Company, Inc.</u> Mailing address <u>1480 Chatham Parkway, Suite 100</u> City <u>Savannah</u> State <u>Georgia</u> Zip <u>31405</u> Telephone <u>(912) 200-3041</u> Fax <u>( )</u>
Property Ownership	Property Owner(s) <u>LRP Hotels of South Myrtle Beach LLC</u> Mailing address <u>618 B Guilford College Road</u> City <u>Greensboro</u> State <u>North Carolina</u> Zip <u>27409</u> Telephone <u>(912) 348-3002</u> Fax <u>( )</u>
Contact Person	Contact Person(s) <u>Scott Allison / Coleman Company, Inc.</u> Telephone <u>(912) 200-3041</u> Fax <u>( )</u> E-mail <u>sallison@cci-sav.com</u> <p style="text-align: center;">* All staff correspondence will be sent only to one designated contact person.          * Addresses and telephone numbers do not have to be repeated if provided above.</p>
Request	Location address <u>0 Pooler Cross Road (Clear Lake Reserve); PIN #: 51011F 01002</u> <i>Clear Lake Way</i> Current Zoning <u>C-2</u> Present use <u>Vacant</u> Provide a brief description of proposed use on subject property. Describe those things, which you feel justify the action requested. List the specific sections of the Zoning Ordinance which have a bearing on your request: <u>Proposed assisted living facility within the Clear Lake Reserve development.</u> Description of the activities, # of units and hours of operation of the proposed conditional use: <u>Approximately 125 units for assisted living facility occupants, on-site food service facility, community activity space, and other incidental services within the main facility building.</u> A proposed starting date of land disturbance or construction, date of completion for all improvements and use opening or date of first occupancy: <u>Proposed start of construction Spring/Summer 2023, completion end of 2023/early 2024.</u> A list of activities undertaken by the developer and subsequent occupant to mitigate all adverse impacts upon the surrounding properties before, during and after the completion of development activities: <u>The proposed use will not be detrimental to the use or development of adjacent property or the general area. No nuisance or hazard will be created. Stormwater management facilities will be designed to adhere to the city's current stormwater ordinance and all state required best management practices before, during, and after construction.</u>







ASSISTED LIVING FACILITY  
 GROUND FLOOR 20 UNITS  
 SECOND FLOOR 34 UNITS  
 THIRD FLOOR 34 UNITS  
 FOURTH FLOOR 34 UNITS  
 TOTAL PROPOSED 122 UNITS

PARKING 143 STALLS  
 OPTIONAL 38 STALLS  
 TOTAL PROPOSED 181 STALLS

MATCH LINE - SEE SHEET NO. C3.9



**NOT FOR CONSTRUCTION**

REVISIONS:


PRELIMINARY SITE PLANS FOR  
**CLEAR LAKE RESERVE**  
 ASSISTED LIVING FACILITY  
 LOCATED IN POOLER, GEORGIA  
 PREPARED FOR LRP HOTELS & DEVELOPMENT

JOB NUMBER: 22-895  
 DATE: 10/22/2022  
 DRAWN BY: JMG  
 CHECKED BY: SMA  
 SCALE: AS NOTED

PRELIMINARY SITE PLAN

SHEET:  
**L1.8**



# Conditional Use Standards

## Review Criteria

- *The planning commission shall hear and make recommendations upon such uses in a district that are permitted as conditional uses. The application to establish such use shall be approved by the city council on a finding that:*
  1. The proposed use will not be contrary to the purpose of this ordinance,
  2. The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers,
  3. The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement acquainted with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use,
  4. The proposed use will not be affected adversely by the existing uses of adjacent properties,
  5. The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use,
  6. The parking and all development standards set forth for each particular use for which a permit may be granted will be met; **and**,
  7. The action will not adversely impact adjacent or nearby properties in terms of property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.

## Additional Mitigation Requirements

- The Planning Commission may suggest and the Mayor and Council may impose or require such additional restrictions and standards (e.g., increased setbacks, buffer strips, screening, etc.):
  1. As may be necessary to protect the health and safety of workers and residents in the community; and
  2. To protect the value and use of property in the general neighborhood.

If you have any questions concerning this information please contact Kim Classen @ (912) 748-7261 or [kclassen@pooler-ga.gov](mailto:kclassen@pooler-ga.gov)



**LOCAL GOVERNMENT OFFICIAL DISCLOSURE OF FINANCIAL INTERESTS**

*With respect to the following requests made by:*

LRP Hotels of South Myrtle beach, LLC has petitioned the City of Pooler for a conditional use to construct an assisted living facility on a portion of Lot 2 within the Clear Lake Reserve Development. According to Appendix A, Article IV- Zoning Districts, Table 4.1, Allowed Uses by Districts, *Assisted Living Facilities and other Homes for the elderly without onsite nursing care facilities*, are only allowed as a conditional use in a C-2 (Heavy Commercial) Zoning District.

**I, in complying with O.C.G.A. 36-67A-2, do hereby declare that:**

- \_\_\_\_\_ (1) I have a property interest in the above described real property.
- \_\_\_\_\_ (2) I have a financial interest in a business entity which has a property interest in the above described real property.
- \_\_\_\_\_ (3) I have a member of my family who has an interest described by (1) and (2) above.
- \_\_\_\_\_ (4) None of the above.

\_\_\_\_\_

If you checked paragraph (3) or (4), stop here.

If you marked either paragraph (1) or (2), sign the below statement.

I understand that Georgia Law (O.C.G.A. 36-67A-2) requires me to disqualify myself from voting on the rezoning action relating to this affidavit. I have not and will not take any other action on the application for rezoning regarding this affidavit.

\_\_\_\_\_

## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Conditional Use request for American Craftsman Renovations to operate a cabinet manufacturing business at 1018 W. Hwy. 80, Suite 300

### **Background & Discussion:**

American Craftsman Renovations presented the request to the P&Z Board for their and recommendation. The intent is to operate a cabinet manufacturing Business in Suite 506. According to Appendix A, Article IV, Table 4.1, Allowed Uses by Zoning Districts, *Furniture, and Related Product Manufacturing is only considered as a conditional use in a C-2 (Heavy Commercial) Zoning District.*

The adjacent property owners were notified on November 28, 2022.

Advertisement was posted in the Savannah Morning News on December 1, 2022

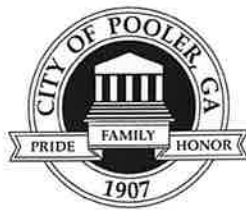
The property was posted on December 1, 2022.

### **Planning and Zoning Recommendation:**

After review of the criteria, P&Z recommends approval.

### **Staff Recommendation:**

Staff recommends review of the criteria for granting a conditional use prior to making a decision.



## CITY OF POOLER

**MAYOR**  
Rebecca C. Benton

DATE: December 5, 2022

**CITY COUNCIL**  
Shannon Black  
Aaron C. Higgins  
Tom Hutcherson  
Stevie E. Wall  
John M. Wilcher  
Karen L. Williams

TO: Adjacent Property Owners  
Planning and Zoning Commission  
Mayor and Council

**CITY MANAGER**  
Robert H. Byrd, Jr.

RE: Conditional Use

**CITY ATTORNEY**  
Steve Scheer

OWNER: SFKONE/Alan Kersey

Address: 418 W. Hwy 80, Suite 506

American Craftsman Renovations, on behalf of the owner, has petitioned the City of Pooler for a conditional use to operate a cabinet manufacturing business at 418 W. US Highway 80, Suite 506. According to Appendix A, Zoning, Article IV, Table 4.1, Allowed Uses by Zoning Districts, Furniture and Related Product Manufacturing is only considered as a conditional use in a C-2 (Heavy Commercial) Zoning District.

Notice is hereby given that a public hearing has been scheduled before the Planning and Zoning Commission on Monday, December 12, 2022 at 3:00 p.m. The official Public Hearing before the Mayor & Council is scheduled for **Tuesday, January 3, 2023 at 6:00 p.m.** The petitioner and any private individual shall be entitled to present evidence concerning the conditional use before the Planning and Zoning Commission and/or Mayor and Council. If you plan to speak at the Official Public Hearing, please complete and submit by mail or email the Campaign Disclosure Form five (5) days prior to the meeting. Further information may be obtained by calling 748-7261 during regular business hours. (Project # 221430)

Property Description

All that tract or parcel of land lying and being in the 8th G.M. District of Chatham County, Georgia and being shown as Lot 2, containing 2.317+/- acres and being designated as Building 500 on that certain survey titled "Recombination Plat", for LSREF2 Baron, LLC, prepared by Kern & Co, LLC, bearing the seal of Joseph A. Hale, Jr., GRLS No. 2886, dated February 20, 2014 and filed April 9, 2014 in Plat Book 48-P, Page 105, records of the Clerk of the Superior Court of Chatham County, Georgia; said plat being incorporated herein by reference.

~~1018 W. HIGHWAY 80~~

POOLER, GA

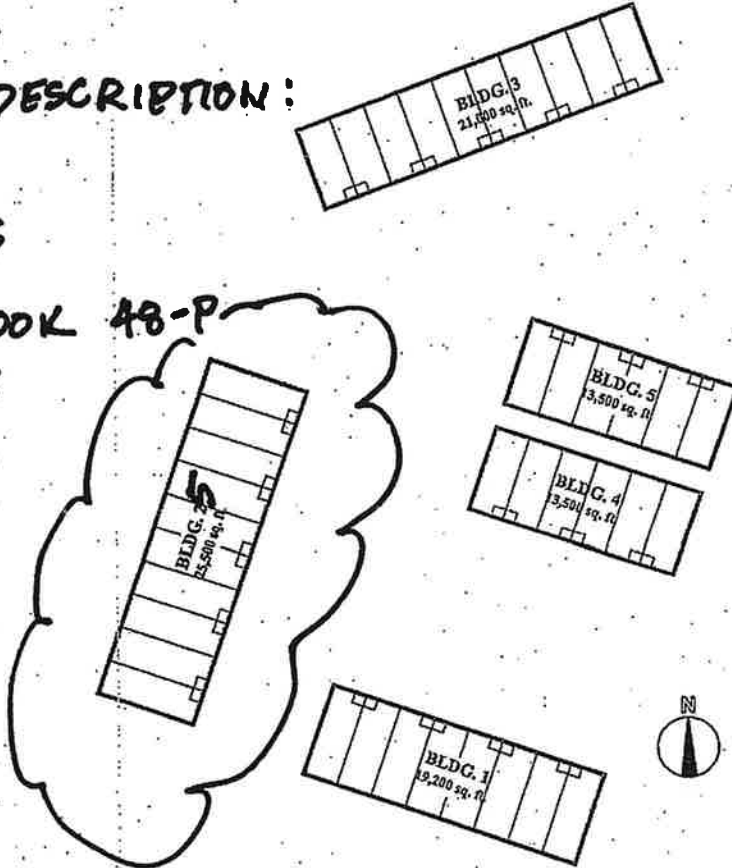
PROPERTY DESCRIPTION:

LOT # 2

BUILDING # 5

PLAT BOOK 48-P

PG. 105



**2** Key Plan  
A1.02 SCALE: N.T.S.

THIS DRAWING AND ITS CONTENTS ARE:

NOT FOR CONSTRUCTION

RELEASED FOR CONSTRUCTION BY

*JPH*  
(PROJECT MANAGER INITIAL)

ON

8/27/07  
(DATE)

RECEIVED  
DEC 05 2022  
ZONING DEPARTMENT



# Conditional Use Standards

## Review Criteria

- *The planning commission shall hear and make recommendations upon such uses in a district that are permitted as conditional uses. The application to establish such use shall be approved by the city council on a finding that:*
  1. The proposed use will not be contrary to the purpose of this ordinance,
  2. The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers,
  3. The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement acquainted with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use,
  4. The proposed use will not be affected adversely by the existing uses of adjacent properties,
  5. The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use,
  6. The parking and all development standards set forth for each particular use for which a permit may be granted will be met; **and**,
  7. The action will not adversely impact adjacent or nearby properties in terms of property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.

## Additional Mitigation Requirements

- The Planning Commission may suggest and the Mayor and Council may impose or require such additional restrictions and standards (e.g., increased setbacks, buffer strips, screening, etc.):
  1. As may be necessary to protect the health and safety of workers and residents in the community; and
  2. To protect the value and use of property in the general neighborhood.

If you have any questions concerning this information please contact Kim Classen @ (912) 748-7261 or [kclassen@pooler-ga.gov](mailto:kclassen@pooler-ga.gov)





**LOCAL GOVERNMENT OFFICIAL DISCLOSURE OF FINANCIAL INTERESTS**

*With respect to the following requests made by:*

American Craftsman Renovations, on behalf of the owner, has petitioned the City of Pooler for a conditional use to operate a cabinet manufacturing business at 418 W. US Highway 80, Suite 506. According to Appendix A, Zoning, Article IV, Table 4.1, Allowed Uses by Zoning Districts, Furniture and Related Product Manufacturing is only considered as a conditional use in a C-2 (Heavy Commercial) Zoning District.

**I, in complying with O.C.G.A. 36-67A-2, do hereby declare that:**

- \_\_\_\_\_ (1) I have a property interest in the above described real property.
- \_\_\_\_\_ (2) I have a financial interest in a business entity which has a property interest in the above described real property.
- \_\_\_\_\_ (3) I have a member of my family who has an interest described by (1) and (2) above.
- \_\_\_\_\_ (4) None of the above.

\_\_\_\_\_

If you checked paragraph (3) or (4), stop here.

If you marked either paragraph (1) or (2), sign the below statement.

I understand that Georgia Law (O.C.G.A. 36-67A-2) requires me to disqualify myself from voting on the rezoning action relating to this affidavit. I have not and will not take any other action on the application for rezoning regarding this affidavit.

\_\_\_\_\_

## **AGENDA ITEM**

**Date:** January 17, 2023

**Subject:** Amendment to the Wynn-Cappallo Master Plan and Development Standards

### **Background & Discussion:**

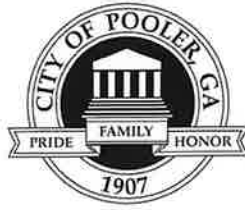
Scott Allison, with Coleman Company, presented the request to the P&Z Board for their review and recommendation. The request will create a PUD Transitional Commercial Zoning Classification for an area consisting of 13 acres and will allow trailer parking yards as a conditional use.

### **Planning and Zoning Recommendation:**

After review of the criteria, P&Z recommends approval of the amendment to the PUD.

### **Staff Recommendation:**

Staff recommends Council approve the amendment upon review of the criteria.



## CITY OF POOLER

**MAYOR**  
Rebecca C. Benton

DATE: December 23, 2022

**CITY COUNCIL**  
Shannon Black  
Aaron C. Higgins  
Tom Hutcherson  
Stevie E. Wall  
John M. Wilcher  
Karen L. Williams

TO: Adjacent Property Owners  
Planning and Zoning Commission  
Mayor and Council

**CITY MANAGER**  
Robert H. Byrd, Jr.

RE: Petition for Zoning Map Amendment

**CITY ATTORNEY**  
Steve Scheer

PIN: 5-1015-01-033

OWNER: Hune Properties II, LLC

Hune Properties II, LLC has petitioned the City to amend the Master Plan and Development Standards for The Wynn-Capallo PUD (Planned Unit Development). The request will create a PUD Transitional Commercial Zoning Classification to an area consisting of 13 acres off Jimmy DeLoach Parkway.

A Public Hearing is scheduled before the Planning and Zoning Commission on Monday, January 9, 2023 at 3:00 p.m. The Official Public Hearing before the Mayor and Council is scheduled for **Tuesday**, January 17, 2023 at 6:00 p.m. The petitioner and any private individual shall be entitled to present evidence concerning the "Zoning Map Amendment" before the Planning and Zoning Commission and/or Mayor and Council. Any person speaking either in support or opposition to the zoning map amendment at the Official Public Hearing, please complete and submit, mail or email the Campaign Disclosure Form five (5) days prior to the meeting. Further information may be obtained by calling (912) 748-7261 during regular business hours. (Project # 221428)

# City of Pooler

## Zoning Map Amendment Application

Date: 12/1/22

File #: 221428

Type or print and attach additional sheets if necessary to fully answer any of the following sections.

### General Information

1. Name of owner/authorized agent: Scott Allison (Coleman Company, Inc.) - Agent
2. Address of owner/authorized agent: 1480 Chatham Parkway, Suite 100
3. Telephone number of owner/agent: 912-200-3041
4. Have any previous applications been made for a text or map amendment affecting these same premises?  Yes or  No
5. If yes, give file number, date and action taken: 04/18/22 - Approval  
(If exact file number, date or action is not known, please give approximate date of previous application.)

### Action Requested

#### Information Required:

1. General location of property (the area) street number and location with respect to nearby public roads in common use: 1500 Jimmy DeLoach Parkway
2. Legal description of property (name of subdivision, block and lot number):  
Lot 2-B Subdivision of the W PT of Lot 2 Warnell Tract; Plat Book 50 PG 778
3. PIN #: 51015 01033
4. Zone Classification: Present PUD- Commercial Requested: PUD - Transitional Commercial
5. Owner of property: (If same as applicant, leave blank) Hune Properties II, LLC
6. Address of owner: 6801 Suemac Place, Jacksonville, FL 32254
7. Telephone number of owner: \_\_\_\_\_
8. Total area of property: (acres or approximate sq. feet) 13 acres
9. Existing land use (specify such as grocery store, single-family residence, vacant land, etc.)  
Commercial office and vacant
10. Desire land use (specify such as residence, grocery store, mobile home park, etc.)  
Commercial office and Transitional Commercial w/ trailer parking yard

### Reasons and Certifications

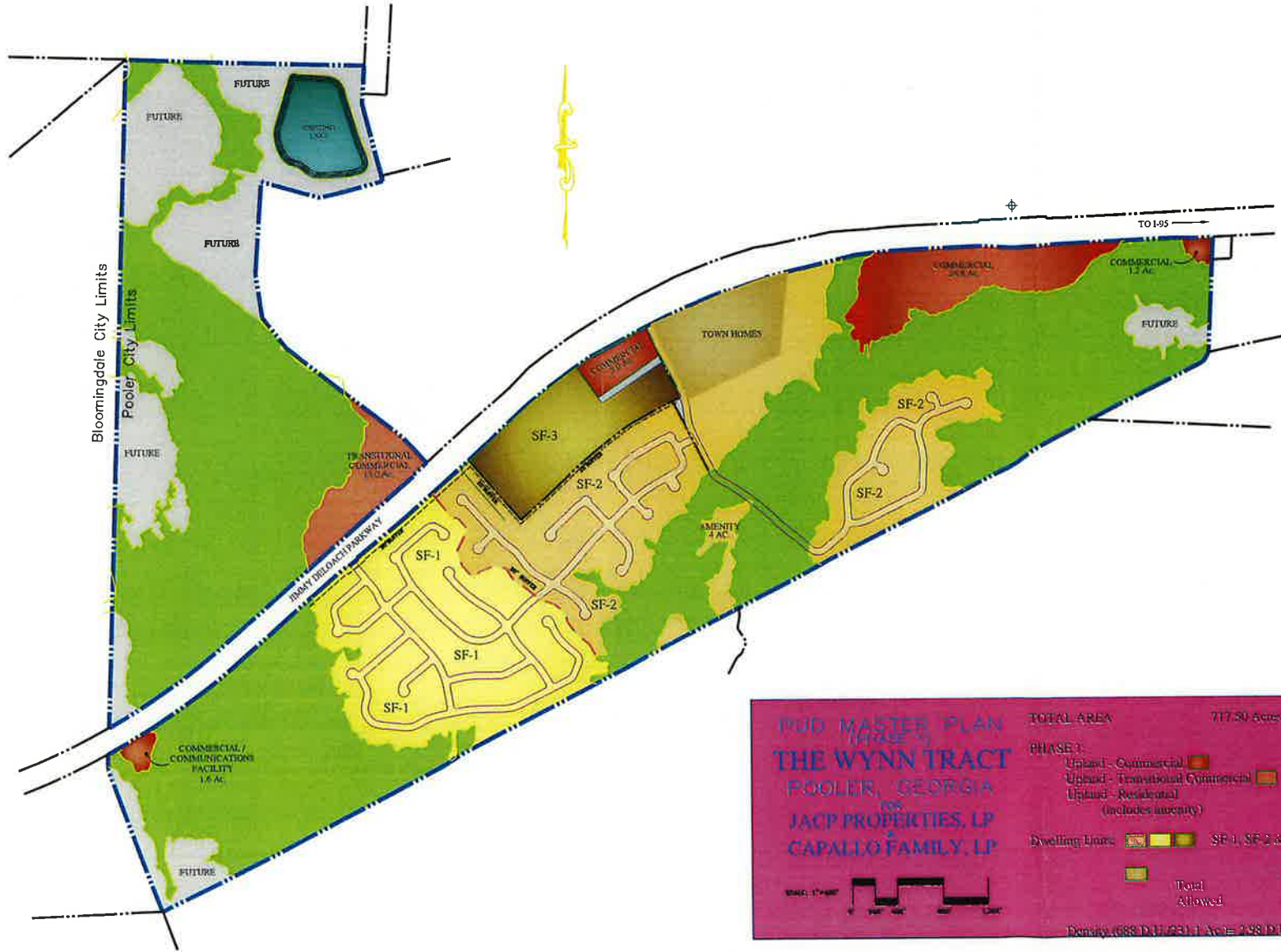
(Required for all amendments)

- Reasons for requesting change of zoning map which would support the purposes of the zoning program: \_\_\_\_\_  
The 13 acre area within the PUD is currently designated Commercial and does not allow trailer parking yards as a permitted use. A trailer parking yard has been proposed on the property adjacent to the Lift Power office, thus requiring an amendment to the PUD to allow for this as a conditional use in a Transitional Commercial designation only on the 13 acres indicated on the revised PUD Master Plan. This area along the north side of Jimmy DeLoach Parkway consists of industrial warehouse uses that are not conducive to a large commercial development and the conditional use for a trailer parking yard is consistent with the development pattern in the area.

## **Wynn – Capallo Tract PUD**

### **Master Plan and Development Standards Amendment**

This request is for a revision to the previously approved Final PUD for the Wynn-Capallo Tract PUD in the City of Pooler. The original PUD was approved by City Council on March 21, 2005 and most recently amended on March 10, 2022 and consists of Commercial, Residential, and Future Uses. The proposed amendment is being requested to add a Transitional Commercial designation to an area consisting of 13 acres off Jimmy DeLoach Parkway previously designated as Commercial in the PUD. The proposed Transitional Commercial designation allows for all of the uses permitted in the current Commercial designation, along with an additional use of Trailer Parking Yard to be allowed as a conditional use. The PUD Development Standards amendment references the newly adopted regulations for Trailer Parking Yards as outlined in Appendix A, Section 30 of the Pooler Code of Ordinances. The Trailer Parking Yard use would be required to meet all of the new regulations and is only permitted as a conditional use within the specific 13 acres noted as Transitional Commercial outlined on the proposed PUD Master Plan amendment. The proposed amendment would not allow this use to be permitted by right or conditional in any other areas designated as Commercial, Residential, or Future within the Wynn-Capallo PUD.



DATE: DECEMBER 21, 2004  
 DW: JANUARY 17, 2005  
 REV: DECEMBER 1, 2008  
 REV: JULY 13, 2010  
 REV: MARCH 10, 2022  
 REV: JANUARY XX, 2022

**POD MASTER PLAN**  
 (PHASE 1)  
**THE WYNN TRACT**  
 POOLER, GEORGIA  
 FOR  
**JACP PROPERTIES, LP**  
**CAPALLO FAMILY, LP**

TOTAL AREA	717.50 Acres
<b>PHASE 1:</b>	
Upland - Commercial	32.6 Acres
Upland - Transitional Commercial	13.8 Acres
Upland - Residential (includes inventory)	231.1 Acres
Dwelling Units	SF-1, SF-2 & SF-3: 273 DU
	Tot: 115 DU
	Total Allowed: 688 DU
	780 DU
Density: 688 DU / 631.1 Ac = 1.09 DU / Ac	

SCALE: 1" = 400'



## SECTION 10. STANDARDS FOR ZONING ORDINANCE OR MAP AMENDMENT

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted use of property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by the aldermanic board in making any zoning decision:

1. Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
2. Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
3. Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards?
4. Will this request place irreversible limitations on the area as it is or on future plans for it?
5. Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
6. Will the proposed use substantially conflict with existing density patterns in the zone or neighborhood?
7. Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?
8. Will the action adversely impact adjacent or nearby properties in terms of:
  1. Environmental quality or livability resulting from the introduction of uses or activities which would create traffic, noise, odor or visual hazards or the reduction of light and air that is incompatible with the established development pattern.
  2. Property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.
  3. Will the action create development opportunities of such increased intensity that storm water runoff from the site cannot be controlled within previous limits, with [which] results in adverse impacts upon existing down-stream drainage problems or potential problems?
9. Will the action result in public service requirements such as provision of utilities or safety services which because of the location or scale of the development, cannot be provided on an economic basis and therefore would create an actual burden to the public?



**LOCAL GOVERNMENT OFFICIAL DISCLOSURE OF FINANCIAL INTERESTS**

*With respect to the following requests made by:*

Hune Properties II, LLC has petitioned the City to amend the Master Plan and Development Standards for The Wynn-Capallo PUD (Planned Unit Development). The request will create a PUD Transitional Commercial Zoning Classification to an area consisting of 13 acres off Jimmy DeLoach Parkway.

**I, in complying with O.C.G.A. 36-67A-2, do hereby declare that:**

- \_\_\_\_\_ (1) I have a property interest in the above described real property.
- \_\_\_\_\_ (2) I have a financial interest in a business entity which has a property interest in the above described real property.
- \_\_\_\_\_ (3) I have a member of my family who has an interest described by (1) and (2) above.
- \_\_\_\_\_ (4) None of the above.

\_\_\_\_\_

If you checked paragraph (3) or (4), stop here.

If you marked either paragraph (1) or (2), sign the below statement.

I understand that Georgia Law (O.C.G.A. 36-67A-2) requires me to disqualify myself from voting on the rezoning action relating to this affidavit. I have not and will not take any other action on the application for rezoning regarding this affidavit.

\_\_\_\_\_



## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Site Plan/Landscape Plan for Nordic Drive Trailer Storage Yard

### **Background & Discussion:**

Neil McKenzie, with Coleman Company, presented the site plan to the P&Z Board for their review and recommendation. The project will consist of 90 concrete paved trailer parking spaces, with a fence and lighting. A berm will also be constructed between Jimmy DeLoach Parkway and the storage yard.

### **Planning and Zoning Recommendation:**

P&Z recommends approval of the site plan/landscape plan for Nordic Drive Trailer Storage Yard, contingent upon \$1,950.00 being paid into the tree fund.

### **Staff Recommendation:**

Staff concurs with Planning & Zoning.



December 20<sup>th</sup>, 2022

Neil P. McKenzie, PE  
Coleman Company  
1480 Chatham Pkwy, Suite 100  
Savannah, GA 31405

Dear Mr. McKenzie,

I am pleased to provide you with a recommendation for Approval of the site development plans for ‘Nordic Trailer Storage Yard’, which is provided below.

**Site Plan Review**

<u>Submittal Documents:</u>	Site Development Plan.....	<i>Dec. 2022</i>
	Stormwater Management Report.....	<i>Nov. 2022</i>
	Stormwater Maintenance Agreement.....	<i>Nov. 2022</i>
	GSWCC Approved ES&PC Plans.....	<i>Nov. 2022</i>
	Technical Traffic Memorandum.....	<i>Nov. 2022</i>

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the City of Pooler. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the local, State and Federal Laws and Engineering Standards, and all Development Codes that apply to the City of Pooler. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and City ordinances and regulations. All the required testing data, plans and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.



**EOM Operations**  
*Your solution to a better tomorrow*

To the best of our knowledge, it is our opinion that the plans are in general conformance with the City of Pooler's applicable design standards, codes and ordinances. We hereby recommend Approval of the site development plans, pursuant to a development permit.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or (912) 445-0050 ext. 4400.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM

CC: Brian Crooks, AICP; City Planner - City of Pooler  
Kimberly Dyer, CFM; Zoning Administrator - City of Pooler  
Liberto Chacon, PE; Sr. Vice President - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882

v3.1



PLAN REVIEW #:

CD-249

**EROSION SEDIMENT & POLLUTION CONTROL PLAN REVIEW**

Coastal

**SOIL AND WATER CONSERVATION DISTRICT**

9/27/2022

DATE ON PLANS

Pooler

LIA

9/28/2022

DATE RECEIVED

3.94

TOTAL PROJECT ACRES

3.89

TOTAL DISTURBED ACRES

Nordic Trailer Storage Yard

NAME OF PROJECT

Nordic Way, Pooler, Georgia 31322 (Chatham County)

ADDRESS (INCLUDING COUNTY)

Lat: 32.164552

Long: -81.246119

SPECIFIC INFORMATION ON PROJECT (GPS Location)

Neil P. McKenzie

DESIGN PROFESSIONAL

#44944 9/11/2025

LEVEL II CERTIFICATION/EXPIRATION DATE

Lakeland (Lp)

Ocilla Complex (Oj)

SOIL SERIES

North Godley Industrial, LLC c/o Cole

Chenowith

APPLICANT

2702 Whatley Avenue, Suite B-1, Savannah, GA 31404

ADDRESS

912-354-7995

PHONE NUMBER

**REPORT OF TECHNICAL REVIEW**

**X\***

The Erosion Sediment and Pollution Control Plan for the above named project or activity meets the requirements of the Erosion and Sediment Control Ordinance or Rules and Regulations Governing Land-Disturbing Activities in Pooler under the provisions of the Erosion and Sedimentation Act of 1975, as amended.

The Erosion Sediment and Pollution Control Plan for the above named project or activity does not meet the requirements in Pooler through failure to include the following listed at the bottom of the page.

**> Any questions, comments, or concerns regarding this plan review should be addressed to:**

Technical review by: Abby Foster

Level II Certification #/Expiration Date: #87061 05/14/2024

Organization: GSWCC

Date: 10/07/22

The technical review as accomplished and reported above was done at the request of and is concurred by the Coastal Soil and Water Conservation District.

\_\_\_\_\_  
DISTRICT SUPERVISOR

\_\_\_\_\_  
DATE

**Comments:**

13 Provide the certification statement for the Common Development (GAR100003) Permits.

RECEIVED

OCT 11 2022

ZONING DEPARTMENT

Project # 221235

City of Pooler Site Plan Application (pg. 1 of 2)

<b>Applicant Information</b>	Applicant <u>North Godley Industrial Park, LLC c/o Cole Chenowith</u> Mailing address <u>2702 Whatley Avenue, Suite B-1</u> City <u>Savannah</u> State <u>Georgia</u> Zip <u>31404</u> Telephone <u>(912) 354-7995</u> Fax <u>( )</u>
<b>Property Ownership</b>	Property Owner(s) <u>Landmark 24 Homes of Savannah, LLC c/o Cole Chenowith</u> Mailing address <u>2702 Whatley Avenue, Suite B-1</u> City <u>Savannah</u> State <u>Georgia</u> Zip <u>31404</u> Telephone <u>(912) 354-7995</u> Fax <u>( )</u>
<b>Contact Person</b>	Contact Person(s) <u>Coleman Company, Inc. - Neil P. Mckenzie, PE</u> Mailing address <u>1408 Chatham Parkway, Suite 100</u> City <u>Savannah</u> State <u>GA</u> Zip <u>31405</u> Telephone <u>(912) 200-3041</u> Fax <u>(912) 200-3056</u> E-mail <u>nmckenzie@cci-sav.com</u>
<b>Request</b>	Location address <u>Northeastern Corner of Nordic Drive @ Jimmy Deloach Parkway</u> Current Zoning <u>L-1 (Light Industrial)</u> Parcel Identification Number <u>51015 01057</u> Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property: <u>Construction of Trailer Storage Yard</u>
<b>Participating Contractors</b>	Please list the name and address of all participating contractors: (Surveyor, engineer, architect, installer, developer, etc.) <hr/> Name _____ License # _____ Mailing address _____ City _____ State _____ Zip _____ Telephone ( ) _____ Fax ( ) _____ E-mail _____

**REVISED**

RECEIVED

NOV 17 2022

ZONING DEPARTMENT

**STORMWATER FACILITY/INFRASTRUCTURE  
MAINTENANCE AGREEMENT**

**THIS STORMWATER FACILITY/INFRASTRUCTURE MAINTENANCE AGREEMENT** (the "Agreement"), is made and entered into this 7 day of November, 2022, by and between North Godley Industrial Park, LLC hereinafter "Landowner," and the City of Pooler, Georgia, hereinafter "City."

**WITNESSETH:**

**WHEREAS**, the Landowner is the owner of certain real property described as Chatham County Parcel Identification Number(s) 51015-01057 as evidenced by recorded instrument in the real estate records of Chatham County, Georgia, in Book 50 Page 111, hereinafter "Property"; and

**WHEREAS**, the Landowner is proceeding to build on and develop the property; and

**WHEREAS**, the applicable development plan for the Property, which is expressly incorporated herein and made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

**WHEREAS**, the City and the Landowner, its successors and assigns, including any homeowner's association, agree the health, safety, and welfare of the residents of the city of Pooler, Georgia, require on-site stormwater management facilities/infrastructure be constructed and adequately maintained on the Property; and

**WHEREAS**, the City requires on-site stormwater maintenance facilities/infrastructure, as included in any applicable development plan for the Property, be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowner's association.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1) The on-site stormwater maintenance facilities/infrastructure shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications in any applicable development plan approved by the City. No changes to the approved stormwater maintenance facilities/infrastructure are permitted without express prior approval by the City.

2) The Landowner, its successors and assigns, including any homeowner's association, shall at all times adequately maintain the stormwater maintenance facilities/infrastructure. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey stormwater to and from the facilities/infrastructure, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the stormwater facilities/infrastructure in good working condition, as acceptable to the City, to ensure performance in accordance with their design functions.

3) The Landowner, its successors and assigns, including any homeowner's association, shall inspect the stormwater maintenance facilities/infrastructure at least annually. The purpose of the inspection is to assure safe and proper functioning of the stormwater maintenance facilities/infrastructure. The Landowner's annual inspection shall cover all aspects of the stormwater maintenance facilities/infrastructure including without limitation berms, inlet and outlet structure(s), vegetation, infiltration media, pond area(s), access road(s), etc. Any deficiency(ies) shall be noted in the Landowner's annual inspection report, which shall be provided to the City with reasonable promptness upon completion.

4) The Landowner, its successors and assigns, including any homeowner's association, hereby grants to the City, its authorized agents and employees, a nonexclusive perpetual easement of ingress and egress over, across, under, and through the Property for inspection of the stormwater maintenance facilities/infrastructure. The City may enter upon the Property to inspect the stormwater maintenance facilities/infrastructure for any reason including without limitation to follow up on any reported deficiencies or in response to complaints concerning the Property. If the City identifies any deficiency(ies) through its inspection, the Landowner, its successors and assigns, including any homeowner's association, shall be notified of the same.

5) In the event the Landowner, its successors and assigns, including any homeowners association, fails to maintain the stormwater maintenance facilities/infrastructure in good working condition as acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns, including any homeowners association. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, its successors and assigns, including any homeowner's association. It is expressly understood and agreed the City is under no obligation to routinely maintain or repair the stormwater maintenance facilities/infrastructure on the Property, and in no event shall this Agreement be deemed to impose any such obligation on the City.

6) The Landowner, its successors and assigns, including any homeowner's association, shall perform all necessary work to keep the stormwater maintenance facilities/infrastructure in good working order. In the event a maintenance schedule for the stormwater maintenance facilities/infrastructure is outlined in any applicable development plan for the Property, such schedule shall be followed.

7) In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, including any homeowners association, shall reimburse the City, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8) This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner, its successors and assigns, including any homeowner's association, agrees to hold the City harmless from any liability in the event the stormwater maintenance facilities/infrastructure fail to operate properly.

9) This agreement shall be recorded among the deed records of Chatham County, Georgia, and shall constitute a covenant running with the land and shall be binding on the Landowner, its successors and assigns, including any homeowner's association.

10) This Agreement in no way supersedes or alters any applicable federal, state, or local law including without limitation the Code of Ordinances for the City of Pooler, Georgia. In the event this Agreement conflicts with any applicable federal, state, or local law, this Agreement shall be subordinate to any such applicable law(s).

11) The Landowner and City hereby agree and expressly consent the provisions herein represent the entire agreement between them. Any other documents and or negotiations are hereby expressly superseded by execution of this agreement unless expressly incorporated herein or attached as an Exhibit.

12) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one and the same instrument. Signatures via facsimile or scanned PDF signatures shall be deemed original signatures.

13) Should any provision of this Agreement be deemed unenforceable for any reason, the Landowner and City expressly agree such unenforceability shall not affect the remaining provisions of this Agreement. Any conflict arising under a provision deemed unenforceable shall be interpreted and applied according to the laws of the State of Georgia. The remaining unaffected provisions shall be controlled by the express wording therein.

WITNESS the following signatures and seals on the day and year first above written.

Name of Company \_\_\_\_\_

By \_\_\_\_\_

*Jack Wadlow*

Title \_\_\_\_\_

*Manager*

Sworn to and subscribed before me this 7<sup>th</sup> day of November, 2022.

*Lele Leewith*

Witness

*Robin A. Pirovano*

Notary Public







RECEIVED

NOV 17 2022

ZONING DEPARTMENT

## MAINTENANCE SCHEDULE

The following schedule shall be used as a minimum requirement to help ensure proper operation for all stormwater management facilities in the said development. An operation and Maintenance Checklists is included and shall be completed and kept on file with the Owners documentation.

### Annual:

Inspect Outfall Structure and remove any debris that impede flow.

Inspect pond/lagoon emergency overflow weir(s) and dam(s) integrity.

Inspect any submerged inlets for mosquito control. Drop tablets into inlets to prevent mosquito breeding.

### Semi-Annual:

Inspect all culverts, inlets, manholes for debris and obstructions. Remove debris and sediment as necessary. Take note of any structural damage of drainage structures.

### Quarterly:

Inspect pond/lagoon slopes for erosion. Fill, and re-grade rills, stabilize, and re- seed as necessary.

### Monthly:

Mow and groom grassing along all ponds/lagoons and swales.

NORTH GODLEY INDUSTRIAL PARK, LLC  
ATTN: COLE CHENOWITH  
P: 912-354-7995  
C: 678-491-1210  
EMAIL: CCHENOWITH@LANDMARK24.COM

# Operation and Maintenance Inspection Report for Stormwater Management Ponds

(Adapted from Watershed Management Institute, Inc.)

Inspector Name \_\_\_\_\_ Project Location \_\_\_\_\_  
 Inspection Date \_\_\_\_\_  
 Stormwater Pond \_\_\_\_\_  
     Normal Pool \_\_\_\_\_  
     Normally Dry \_\_\_\_\_ Watershed \_\_\_\_\_

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
<b>Pond Components</b>				
1. Embankment and Emergency spillway				
a. Adequate vegetation and ground cover			A	
b. Embankment erosion			A	
c. Animal burrows			A	
d. Unauthorized plantings			A	
e. Cracking, bulging, or sliding of dam				
i. Upstream face			A	
ii. Downstream face			A	
iii. At or beyond toe			A	
Upstream			A	
Downstream			A	
iv. Emergency spillway			A	
f. Pond, toe & chimney drains clear and functioning			A	
g. Leaks on downstream face			A	
h. Abutment protection or riprap failures			A	
i. Visual settlement or horizontal misalignment of top of dam			A	
j. Emergency spillway clear of debris			A	
k. Other (specify)			A	
2. Riser and principal spillway				
Type: Reinforced concrete				
Corrugated pipe				
Masonry				
a. Low flow orifice obstructed			A	
b. Low flow trash rack			A	
i. Debris removal necessary			A	
ii. Corrosion control			A	
Weir trash rack			A	
i. Debris removal necessary			A	
ii. Corrosion control			A	

Inspection Items		Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
d.	Excessive sediment accumulation inside riser			A	
e.	Concrete/Masonry condition			A	
	Riser and barrels				
	i. Cracks or displacement			A	
	ii. Minor spalling (<1")			A	
	iii. Major spalling (rebars exposed)			A	
	iv. Joint failures			A	
	v. Water tightness			A	
f.	Metal pipe condition			A	
g.	Control valve			A	
	i. Operational/exercised			A	
	ii. Chained and locked			A	
h.	Pond drain valve			A	
	i. Operational/exercised			A	
	ii. Chained and locked			A	
i.	Outfall channels flowing			A	
j.	Other (specify)			A	
3.	Permanent pool (wet ponds)				
a.	Undesirable vegetative growth			M	
b.	Floating or floatable debris removal required			M	
c.	Visible pollution			M	
d.	High Water Marks			M	
e.	Shoreline problems			M	
f.	Other (specify)			M	
4.	Sediment forebays				
a.	Sedimentation Noted			M	
b.	Sediment removal when depth < 50% design depth			M	
5.	Dry pond areas				
a.	Vegetation adequate			M	
b.	Undesirable vegetative growth			M	
c.	Undesirable woody vegetation			M	
d.	Low flow channels clear of obstructions			M	
e.	Standing water or wet spots			M	
f.	Sediment and/or trash accumulation			M	
g.	Other (specify)			M	
6.	Condition of outfalls into pond				
a.	Riprap failures			A,S	
b.	Slope erosion			A,S	
c.	Storm drain pipes			A,S	
d.	Endwalls/headwalls			A,S	
e.	Other (specify)			A,S	

Inspection Items	Checked? Yes / No	Maintenance Needed? Yes / No	Inspection Frequency	Comments
7. Other				
a. Encroachments on ponds or easement area			M	
b. Complaints from residents (describe on back)			M	
c. Aesthetics			M	
i. Grass height			M	
ii. Graffiti removal necessary			M	
iii. Other (specify)			M	
d. Any public hazards (specify)			M	
e. Maintenance access			M	
8. Constructed wetland areas				
a. Vegetation healthy and growing			A	
b. Evidence of invasive species			A	
c. Excessive sedimentation in wetland area			A	

Summary Inspection Frequency Key A=Annual, M=Monthly, S=After major storm

1. Inspectors Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Overall condition of Facility (Check one)  
 \_\_\_\_\_ Acceptable  
 \_\_\_\_\_ Unacceptable

3. Dates any maintenance must be completed by:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Inspectors Signature



RECEIVED

NOV 17 2022

ZONING DEPARTMENT

REVISED

11/16/2022

**RE: Technical Traffic Memorandum – Nordic Trailer Storage Yard**  
CCI Project #: 22-506.000

The following is an excerpt from the City of Pooler Code of Ordinances, Appendix "A", Article V, Section 11:

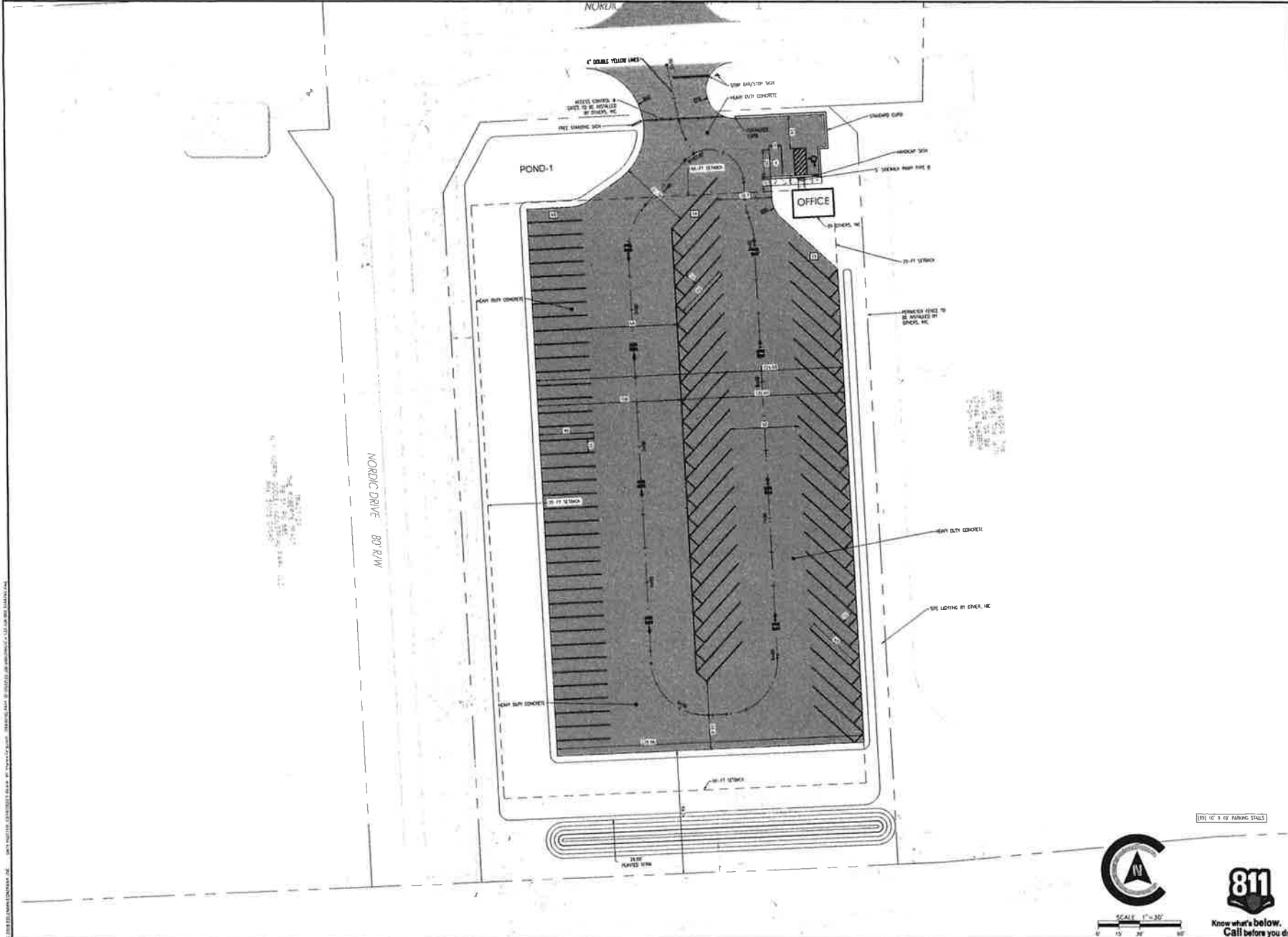
*"Technical memorandum. A technical memorandum is required when the project is likely to add less than 100 peak hour trips, and the adjacent intersection(s) are presently estimated to be operating at Level of Service (LOS) E or F. The scope for preparing a technical memorandum, which is a significantly scaled-down version of a traffic study, must be reviewed and approved by the City of Pooler. At a minimum, the potential impacts to intersections adjacent to the project should be evaluated. The technical memorandum shall be prepared under the direction of, and signed by, a professional engineer, registered in the State of Georgia to practice either traffic or civil engineering."*

The ITE Trip Generation Manual, 11th Ed, does not have a land use classification from which trip generation rates can be directly calculated for this operation. This development will have 89 trailer storage parking spaces and one employee operating during normal business hours. The expected trailer turnover rate is once per day, equating to approximately 180 total trips per day. There are no known Level of Service issues at intersections in the immediate vicinity of this development.

Thank You,  
**Coleman Company, Inc.**

Neil McKenzie, P.E.

Residential Group Leader



**NOT FOR CONSTRUCTION**

REVISIONS:  
 11.13.2022: CITY OF POOLER  
 PRELIMINARY COMMENTS  
 12.19.2022: CITY OF POOLER  
 2ND SUBMITTAL COMMENTS

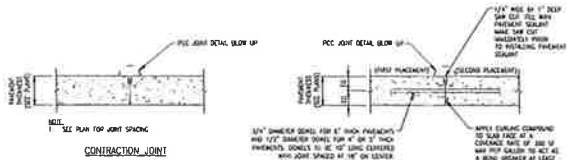
CIVIL CONSTRUCTION PLANS FOR  
**NORDIC TRAILER STORAGE YARD**  
 LOCATED IN POOLER, GEORGIA  
 PREPARED FOR NORTH GODLEY INDUSTRIAL PARK, LLC

JOB NUMBER: 22-506-000  
 DATE: 11/15/2022  
 DRAWN BY: MLF/SCF  
 CHECKED BY: NPM  
 SCALE: AS NOTED

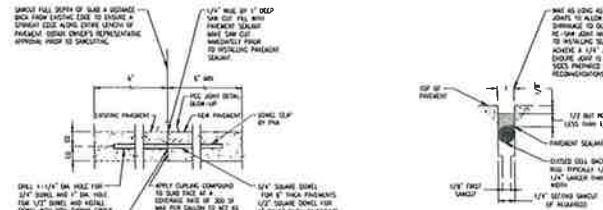
STAKING PLAN

SHEET:  
**C3.0**





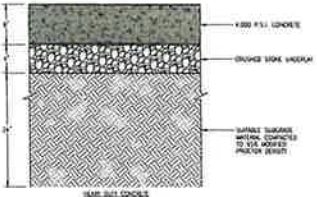
CONTRACTION JOINT



CONSTRUCTION JOINT

CONSTRUCTION JOINT TO EXISTING PAVEMENT

(D-1A) CONCRETE JOINT DETAILS



(P-20) HEAVY DUTY CONCRETE SECTION

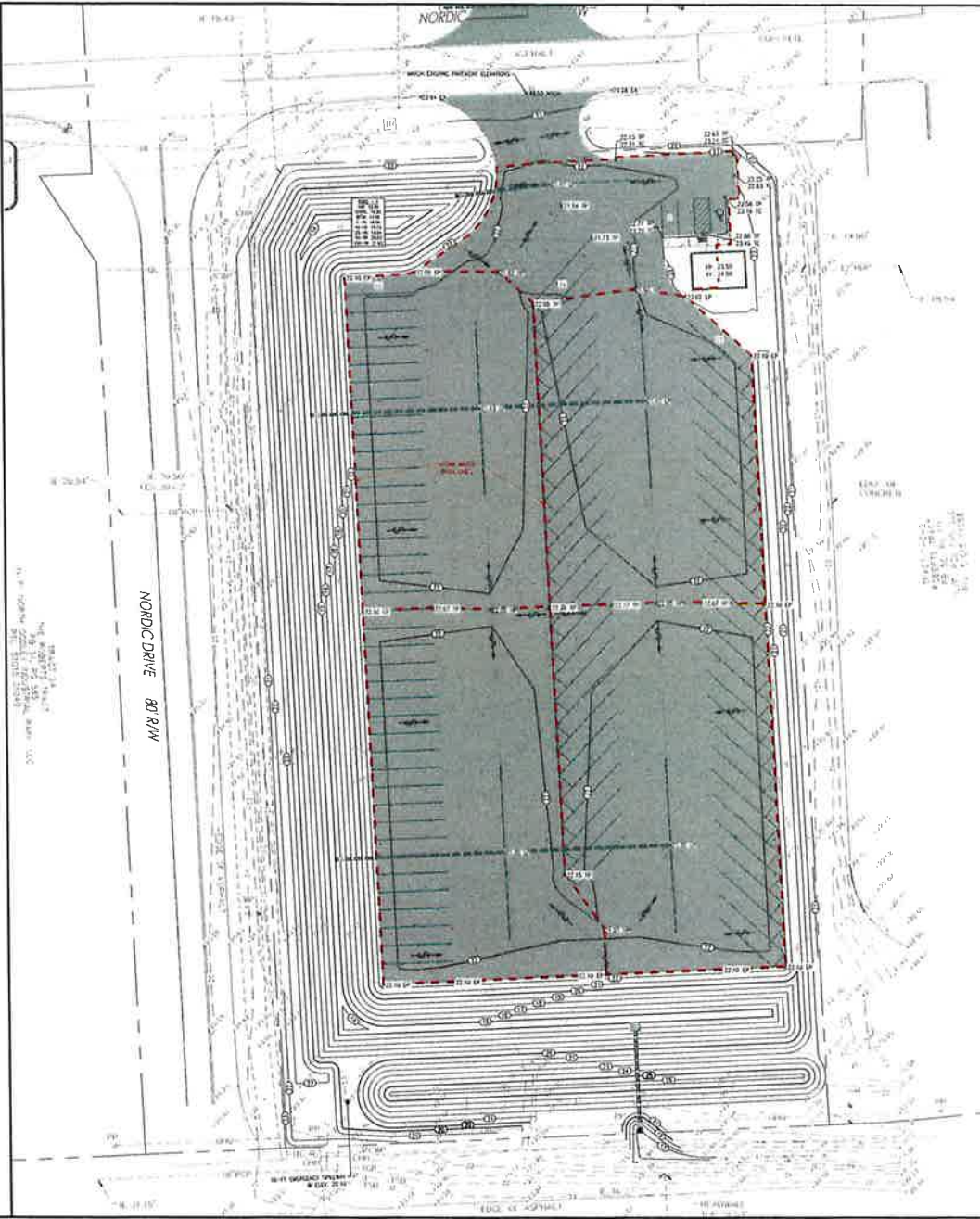
GRADING LEGEND	
CP	EDGE OF PAVEMENT
ED	EXISTING ELEVATION
FD	FINISHED FLOOR
FE	FINISHED GRADE
FP	FINISHED PAV.
HT	HIGH POINT ELEVATION
IL	INVERT ELEVATION
LP	LOW POINT ELEVATION
WSP	WATER ELEVATION
TP	TOP OF PAVEMENT
TS	TOP OF CURB

PAVING LEGEND	
[Symbol]	HEAVY DUTY CONCRETE



Know what's below.  
Call before you dig.

NOTE: CONTRACTOR SHALL SUBMIT A JOINTING PLAN TO ENGINEER FOR APPROVAL PRIOR TO PLACING CONCRETE.



NOT FOR CONSTRUCTION

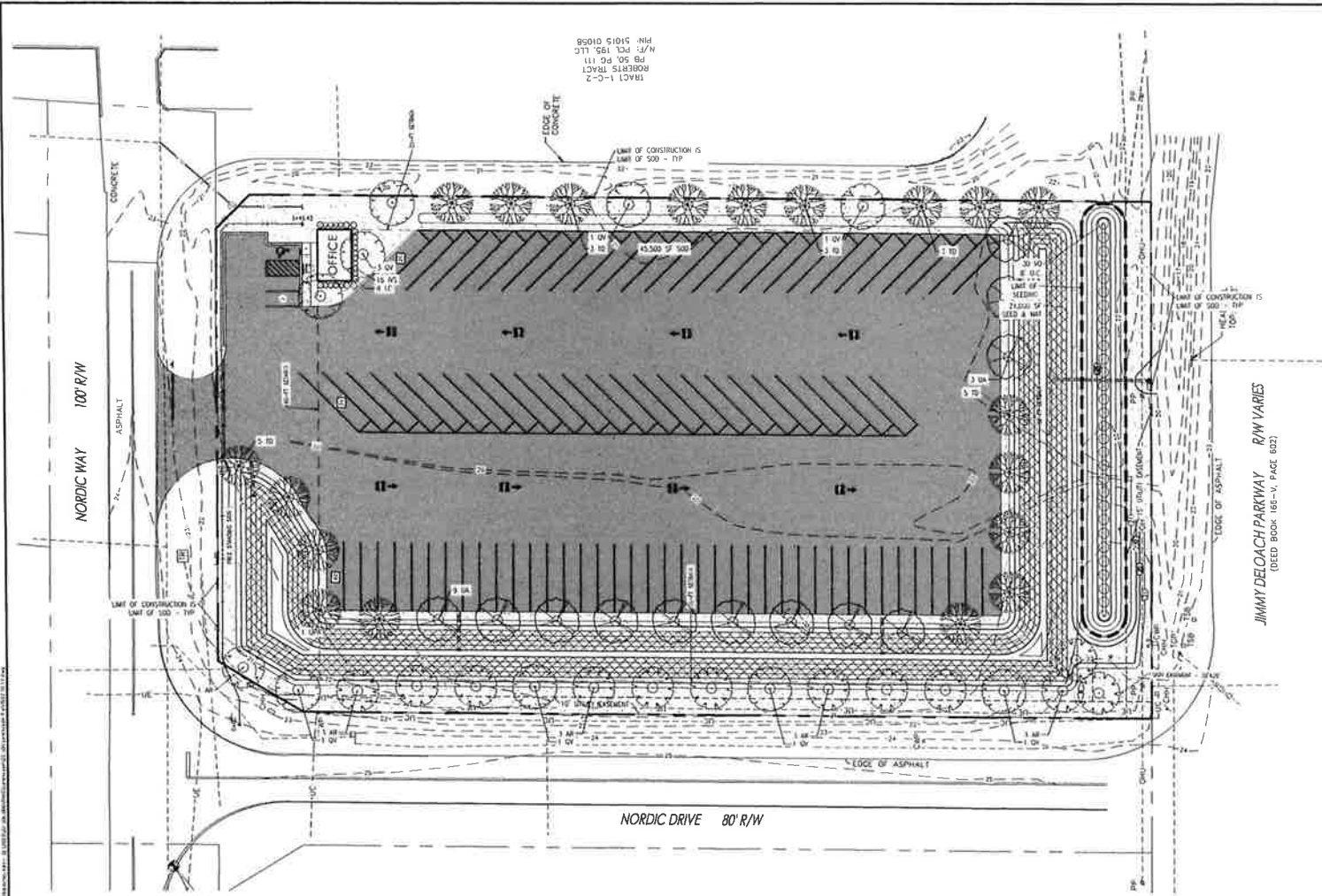
REVISIONS:  
11.15.2022 CITY OF POOLER  
1<sup>ST</sup> SUBMITTAL COMMENTS

CIVIL CONSTRUCTION PLANS FOR  
NORDIC TRAILER STORAGE YARD  
LOCATED IN POOLER, GEORGIA  
PREPARED FOR NORTH GODLEY INDUSTRIAL PARK, LLC

JOB NUMBER: 22 506 000  
DATE: 11/15/2022  
DRAWN BY: MFL  
CHECKED BY: MPM  
SCALE: AS NOTED

PAVING & GRADING PLAN

SHEET:  
C4.0



TRACT 1-C-2  
ROBERTS TRACT  
P8 50, P9 60 (11)  
N/F- PCL 193, LLC  
P/N- 51015 01056

JIMMY DELOACH PARKWAY  
R/W VARIES  
(SEE BOOK 185-V, PAGE 102)

NORDIC DRIVE 80' R/W

**CITY OF POOLER REQUIREMENTS:**

- MINIMAL TREE COVERAGE**
- SITE AREA = 3.89 ACRES
  - DISTURBED AREA = 3.89 ACRES
  - REQUIRED = (15) TREES PER ACRE FROM THE CITY OF POOLER'S PREFERRED TREE LIST
  - TREES REQUIRED = 3.89 x 15 = 58.35 TREES

TREES PROVIDED: 53  
 SEE PROPOSED TREE CALCULATIONS THIS SHEET  
 ALTERNATE COMPLIANCE REQUESTED FOR THE BALANCE OF MISSING TREES  
 (43) TREES x \$20/TREE = \$1,900  
 NO SIGNIFICANT TREES TO BE REMOVED

- NOTES:**
1. PLANT LIST QUANTITIES ARE FOR REFERENCE ONLY. KEYED PLANS SHALL CONTROL OVER PLANT LIST.
  2. ALL PLANTS/PLANT BEDS SHALL RECEIVE A 3" LAYER OF FRESH PINE STRAW MULCH.
  3. THE GENERAL CONTRACTOR SHALL SUPPLY ROUGH GRADES 10"± WITH POSITIVE DRAINAGE PATTERNS ESTABLISHED. THE LANDSCAPE CONTRACTOR WILL FINE GRADE FOR PLANTING OPERATIONS.
  4. SEE SPECIFICATIONS SHEET 1.1.1 FOR FURTHER INSTRUCTIONS.
  5. ALL PLANT MATERIAL SHALL MEET OR EXCEED SITE AND SHAPE RELATIONSHIPS SPECIFIED IN THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE NURSERY ASSOCIATION OF AMERICA.
  6. ALL SIZES SPECIFIED REFER TO THE SIZE AT THE TIME OF PLANTING.

**PLANT LIST**

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
<b>TREES</b>						
AA	11	ACER RUBRUM 'SCOTCH BELL'	OCTOBER GLORY RED MAPLE	2" CAL. AM. 12-12' HT. AM.	25' O.C.	WELL BALANCED HEAD, MATCHED
DE	3	QUERCUS NUBIFLORA	WHITE OAK	2" CAL. AM. 12-12' HT. AM.	AS SHOWN	WELL BALANCED HEAD, MATCHED
SD	19	FRAXINUS VIRGINICA	WHITE PINE	2" CAL. AM. 12-12' HT. AM.	30' O.C.	WELL BALANCED HEAD, MATCHED
UA	17	LAURUS AMERICANA VIRENS	PRINCE OF WALES	2" CAL. AM. 10-12' HT. AM.	AS SHOWN	WELL BALANCED HEAD, MATCHED
	<b>53</b>	<b>TOTAL TREES</b>				
<b>SHRUBS</b>						
LC	3	LYCOPHYLLUM CORNICOSUM 'PETER BEE'	PETER BEE CORNICE FLOWER	20-30" HT.	AS SHOWN	FULL MATCHED
NY	3	YUCCA VERTICILLATA 'SCHEIDTIA'	SCHEIDTIA YUCCA PALM	15-18" HT.	P.O.C.	FULL MATCHED
VD	30	VERBENA LUDOVICIANA	BLAZED VERBENA	15-18" HT.	8' O.C.	FULL MATCHED
<b>GRASS</b>						
SP75 WITH PROTECTOR MATS	21,000 SF	FESTUCA PALMIS COPULATA	STYLLARIA GRASS			3 YEAR ESTABLISHED SPACES PERMANENT
SP10	45,500 SF	FESTUCA PALMIS COPULATA	STYLLARIA GRASS			7 YEAR ESTABLISHED SPACES PERMANENT



SCALE 1" = 30'



**NOT FOR CONSTRUCTION**

REVISIONS

LANDSCAPE PLANS FOR  
**NORDIC TRAILER STORAGE YARD**  
 LOCATED IN POOLER, GEORGIA  
 PREPARED FOR LANDMARK 24 HOMES OF SAVANNAH, LLC.

JOB NUMBER: 22-504  
 DATE: 10/11/22  
 DRAWN BY: MRC  
 CHECKED BY: JMG  
 SCALE: AS NOTED

LANDSCAPE PLAN

SHEET:  
**L2.0**





## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Site Plan/Landscape Plan for 1707 Old Dean Forest Road

### **Background & Discussion:**

Jessica Vick, with Roberts Civil Engineering, presented the site plan to the P&Z Board for their review and recommendation. The project will consist of an expansion of the parking area and will be used for trailer parking.

### **Planning and Zoning Recommendation:**

P&Z recommends approval of the site plan/landscape plan for 1707 Old Dean Forest Road.

### **Staff Recommendation:**

Staff recommends approval.



December 19<sup>th</sup>, 2022

Johnathan Roberts, PE  
Rovers Civil Engineering  
6001 Chatham Center Drive, Suite 225  
Savannah, GA 31405

Dear Mr. Roberts,

I am pleased to provide you with a recommendation for Approval of the site development plans for '1707 Old Dean Forest Rd', which is provided below.

**Site Plan Review**

<u>Submittal Documents:</u>	Site Development Plan.....	Nov. 2022
	Stormwater Management Report.....	Aug. 2022
	Stormwater Maintenance Agreement.....	Nov. 2022
	ES&PC Plans (Approved).....	Aug. 2022
	Lighting Plan.....	Aug. 2022
	Arborist Report.....	Jun. 2022

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the City of Pooler. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the local, State and Federal Laws and Engineering Standards, and all Development Codes that apply to the City of Pooler. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and City ordinances and regulations. All the required testing data, plans and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.



**EOM Operations**  
*Your solution to a better tomorrow*

To the best of our knowledge, it is our opinion that the plans are in general conformance with the City of Pooler's applicable design standards, codes and ordinances. We hereby recommend Approval of the site development plans, pursuant to a development permit.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or (912) 445-0050 ext. 4400.

Sincerely,

*Trevor Shoemaker*

**Trevor Shoemaker**

Project Manager

EOM

CC: Brian Crooks, AICP; City Planner - City of Pooler  
Kimberly Dyer, CFM; Zoning Administrator - City of Pooler  
Liberto Chacon, PE; Sr. Vice President - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882



**EROSION SEDIMENT & POLLUTION CONTROL PLAN REVIEW**  
**Coastal SOIL AND WATER CONSERVATION DISTRICT**

8/12/2022 Pooler 8/17/2022  
DATE ON PLANS LIA DATE RECEIVED  
7.24 5.59  
TOTAL PROJECT ACRES TOTAL DISTURBED ACRES

Old Dean Forest Road Site 1707 Old Dean Forest Drive, Pooler, GA 31322 (Glynn Co.)  
NAME OF PROJECT ADDRESS (INCLUDING COUNTY)

Lat: 32.08674 Long: -81.20003  
SPECIFIC INFORMATION ON PROJECT (GPS Location)

Jessica Vick #62699 6/27/2024 Olustee Fine Sand (OI)  
DESIGN PROFESSIONAL LEVEL II CERTIFICATION/EXPIRATION DATE SOIL SERIES

Hubach Properties, LLC c/o Jerry Hubach 1707 Old Dean Forest Road, Pooler, GA 31322 770-826-6600  
APPLICANT ADDRESS PHONE NUMBER

**REPORT OF TECHNICAL REVIEW**

X The Erosion Sediment and Pollution Control Plan for the above named project or activity meets the requirements of the Erosion and Sediment Control Ordinance or Rules and Regulations Governing Land-Disturbing Activities in Pooler under the provisions of the Erosion and Sedimentation Act of 1975, as amended.

The Erosion Sediment and Pollution Control Plan for the above named project or activity does not meet the requirements in Pooler through failure to include the following listed at the bottom of the page.

**> Any questions, comments, or concerns regarding this plan review should be addressed to:**

Technical review by: Abby Foster  
Level II Certification #/Expiration Date: #87061 05/14/2024  
Organization: GSWCC  
Date: 08/23/22

The technical review as accomplished and reported above was done at the request of and is concurred by the Coastal Soil and Water Conservation District.

\_\_\_\_\_  
DISTRICT SUPERVISOR

\_\_\_\_\_  
DATE

**Comments:**



RECEIVED

JUN 16 2022

ZONING DEPARTMENT

Project # 220745

Site Plan Application (page 1 of 3)

Applicant Jerry Hubach

Mailing address 1707 Old Dean Forest Road

City Pooler State Georgia Zip 31322

Telephone (770)826-6600 Fax ( ) \_\_\_\_\_

Property Owner(s) Jerry Hubach

Mailing address 1707 Old Dean Forest Road

City Pooler State Georgia Zip 31322

Telephone (770)826-6600 Fax ( ) \_\_\_\_\_

Contact Person(s) Roberts Civil Engineering - Kennon Strowd

Mailing address 6001 Chatham Center Drive, Suite 255

City Savannah State GA Zip 31405

Telephone (912) 298-7006 Fax ( ) \_\_\_\_\_ E-mail kstrowd@robertscivilengineering.com

Location address 1707 Old Dean Forest Road

Current Zoning I-1 Parcel Identification Number Light Industrial

Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property: The current property serves as a parking yard for tractor trailers. Half of the parcel currently serves this use. The other half is undeveloped. The owner intends to develop this portion of the property as an extension to his parking lot (keeping the same use).

PIN = 5 - 0988 - 14 - 007

RECEIVED

JAN 04 2023

ZONING DEPARTMENT

REVISED



# SITE CONSTRUCTION PLANS



VICINITY MAP NTS

POOLER, GA

OLD DEAN FOREST ROAD SITE

# OLD DEAN FOREST ROAD SITE

OWNER  
HUBACH PROPERTIES, LLC  
CONTACT  
JERRY HUBACK  
EMAIL  
JERRY@THGLOG.COM

ENGINEER  
ROBERTS CIVIL ENGINEERING  
CONTACT  
Jessica Vick, P.E.  
jvick@robertscivilengineering.com  
912-977-5244

PREPARED FOR:  
HUBACH PROPERTIES, LLC  
1707 OLD DEAN FOREST RD  
POOLER, GA 31322  
(770) 826-6600

#	REVISIONS
1	2022-08-12: REVISED PER CITY OF POOLER COMMENTS
2	2022-10-13: REVISED PER CITY OF POOLER COMMENTS
3	
4	
5	

06-14-2022: ORIGINAL ISSUE DATE RCE PROJECT NUMBER: 21526

## CONTENTS

SHEET		DATE
0	COVER	10/13/22
1	GENERAL NOTES	10/13/22
2	EXISTING CONDITIONS	10/13/22
3	STAKING PLAN	10/13/22
4	GRADING PLAN	10/13/22
5	LANDSCAPE PLAN	10/13/22
6	LANDSCAPE DETAILS	10/13/22



**ROBERTS**  
CIVIL ENGINEERING  
WWW.ROBERTSCIVILENGINEERING.COM

301 SEA ISLAND ROAD, SUITE 10  
ST. SIMONS ISLAND, GA 31522  
912-638-9681

6001 CHATHAM CENTER DRIVE, SUITE 255  
SAVANNAH, GA 31405  
912-298-7006

14600 WHIRLWIND AVENUE, SUITE 119A  
JACKSONVILLE, FL 32218  
904-741-0099

4000 FABER PLACE DRIVE, SUITE 300  
NORTH CHARLESTON, SC 29405  
843-323-4224



Know what's below.  
Call before you dig.

COVER

**GENERAL NOTES:**

- CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL LAWS
- PERMITS NECESSARY FOR CONSTRUCTION SHALL BE OBTAINED BY CONTRACTOR
- DEVIATIONS FROM PLANS ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE ENGINEER
- CONTRACTOR IS TO IMMEDIATELY CONTACT ENGINEER IF ANY UNFORESEEN CONDITIONS OR DISCREPANCIES OCCUR
- CONTRACTOR SHALL COORDINATE CONSTRUCTION OF UTILITIES ON SITE WITH APPROPRIATE PROVIDER (E, POWER, PHONE, CABLE, ETC.)
- ENGINEER IS NOT RESPONSIBLE FOR PHYSICAL CONSTRUCTION OF SITE
- CONTRACTOR SHALL MAINTAIN A SAFE SITE AND MEET APPROPRIATE REGULATIONS CONCERNING SAFETY
- SURVEY DATA PROVIDED BY BREWER LAND SURVEYING  
A. DATE OF SURVEY 5/19/2022  
B. SURVEYOR PROJECT OR FILE NO. 211019
- EXISTING SURVEY INFORMATION TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION  
CONTRACTOR TO NOTIFY ENGINEER OF DISCREPANCIES IN FIELD OBSERVATIONS VERSUS SURVEY DATA
- CONTRACTOR TO LOCATE UTILITIES PRIOR TO CONSTRUCTION BY CALLING "CALL BEFORE YOU DIG" HOTLINE: 811
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS NO. 12051C0129G DATED 8/16/2018, SITE IS NOT LOCATED IN 100 YEAR FLOODPLAIN, THIS SITE IS LOCATED IN ZONE X.
- HORIZONTAL DATUM BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD83

**ADA NOTES:**

- CONTRACTOR IS RESPONSIBLE FOR ADHERING TO CURRENT ADA REQUIREMENTS
- EXTERIOR ACCESSIBLE ROUTE SHALL HAVE A MINIMUM WIDTH OF 3 FEET. IF ACCESSIBLE ROUTE CLEAR WIDTH IS LESS THAN 3 FEET, THEN 5'X3' PAVING SPACES SHALL BE PROVIDED EVERY 200' OR LESS. INTERSECTING SIDEWALKS MEET THIS REQUIREMENT.
- FINISHED SURFACE HEIGHT DIFFERENCE REQUIREMENTS SHALL MEET FOLLOWING:
  - A. 0" - 1/2" NO REQUIREMENTS
  - B. 1/2" - 2" BEVEL WITH 1:2 SLOPE
  - C. GREATER THAN 2" CONFORM TO RAMP REQUIREMENTS
- RAMPS SHALL MEET FOLLOWING CONSTRAINTS
  - A. MAX SLOPE 1:12
  - B. MAX RAMP RISE IS 30"
  - C. MAX RAMP LENGTH IS 30'
  - D. MAX CROSS SLOPE IS 2.0%
- RAMP LANDINGS SHALL MEET FOLLOWING CONSTRAINTS
  - A. A MINIMUM 8' LONG LEVEL LANDING AT LEAST AS WIDE AS RAMP SHALL BE PLACED AT TOP AND BOTTOM OF RAMP
  - B. LANDING SHALL BE MINIMUM 5'X5' WHERE RAMP CHANGES DIRECTION
  - C. LANDINGS SHALL NOT EXCEED A 3.0% SLOPE
- HANDRAILS SHALL MEET FOLLOWING CONSTRAINTS
  - A. IF RAMP RISE IS GREATER THAN 6", THEN HANDRAILS ARE REQUIRED ON BOTH SIDES OF RAMP
  - B. MINIMUM OF 12" LONG HANDRAIL EXTENSIONS SHALL BE PROVIDED AT TOP AND BOTTOM OF LANDINGS

**PROJECT NOTES:**

- OWNER / DEVELOPER:  
NAME: HUBACH PROPERTIES, LLC  
CONTACT: JERRY HUBACH  
ADDRESS: 1787 OLD DEAN FOREST RD
- COUNTY NAME AND PARCEL / TAX MAP NUMBER(S) / POOLER / S 0084-007
- ZONING CLASSIFICATION: L (LIGHT INDUSTRIAL)
- DEVELOPMENT STANDARDS:  
A. FRONT SETBACK: 25'  
B. SIDE SETBACK: 20'  
C. REAR SETBACK: 20'
- SITE COVERAGE:  
A. TOTAL AREA: 7.24 AC  
B. IMPERVIOUS: 4.87 AC  
C. OPEN SPACE (PERVIOUS): 1.02 AC  
D. DISTURBANCE AREA: 5.99 AC

**EARTHWORK AND PAVING:**

- LIPPER 12 INCHES OF SUBGRADE BELOW PAVEMENT AND BUILDINGS SHALL BE SCARIFIED AND RECOMPACTED TO 100% STANDARD PROCTOR MAX DRY WEIGHT DENSITY WITH A MOISTURE CONTENT WITHIN 2% OF OPTIMUM MOISTURE CONTENT
- CONTRACTOR TO PROVIDE TEST RESULTS OF SUBGRADE AND BASE COURSE COMPACTION TO ENGINEER INCLUDING VOLUME ESTIMATES OF ANY UNSUITABLE SOILS TO BE REMOVED AND REPLACED THAT WERE IDENTIFIED DURING COMPACTION OPERATIONS PER ITEM NO. 1 ABOVE. IF ANY CONTRACTOR SHALL NOT PROCEED WITH OVER EXCAVATION AND REPLACEMENT OF UNSUITABLE SOILS WITHOUT WRITTEN AUTHORIZATION FROM ENGINEER OR OWNER
- FOR APPROVED AREAS OF OVER EXCAVATION AND REPLACEMENT, CONTRACTOR TO REMOVE IDENTIFIED UNSUITABLE MATERIAL TO A DEPTH OF 3 FEET AND REPLACE WITH STRUCTURAL FILL
- IN AREAS WHERE STRUCTURAL FILL IS REQUIRED, FILL SHALL BE PLACED IN LIFTS OF 8 INCHES AND BE COMPACTED TO 100% STANDARD PROCTOR MAX DRY WEIGHT DENSITY. STRUCTURAL FILL SHALL CONSIST OF GRANULAR SOIL CONTAINING LESS THAN 10% MATERIAL PASSING THE NO. 200 SIEVE
- EXCAVATION AND FILL SHALL BE COMPLETED PRIOR TO INSTALLATION OF UTILITIES

**GRADING & DRAINAGE NOTES:**

- STORM PIPES SHALL BE JOINED PER DOT SPECIFICATIONS
- PIPING SHALL BE INSTALLED IN NEW CONDITION
- A RIGHT-OF-WAY WORK PERMIT MAY BE REQUIRED BEFORE ANY WORK CAN BE DONE IN RIGHT-OF-WAY
- STORM DRAINAGE PIPING SHALL BE CONSTRUCTED PER GA DOT SPECS
- STORM DRAINAGE PIPING JOINTS SHALL BE WRAPPED IN FILTER FABRIC
- CONTRACTOR TO REQUEST CONFIRMATION OF LATEST PLAN REVISION DATE FROM ENGINEER IN WRITING PRIOR TO ORDERING MATERIALS
- IT IS CONTRACTOR'S SOLE RESPONSIBILITY TO REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO ORDERING MATERIALS

**JWSC WATER & SEWER NOTES:**

- WATER AND SEWER CONSTRUCTION SHALL CONFORM WITH REQUIREMENTS OF DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS OF JOINT WATER & SEWER COMMISSION (JWSC). IN EVENT OF A DISCREPANCY BETWEEN THESE CONSTRUCTION PLANS AND APPOINTMENTED STANDARDS AND SPECIFICATIONS, DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS SHALL TAKE PRECEDENCE UNLESS DIRECTION HAS BEEN APPROVED IN WRITING BY JWSC.
- MINIMUM HORIZONTAL AND VERTICAL SEPARATION BETWEEN WATER MAIN, SEWER LINES, AND STORM DRAINS SHALL CONFORM TO LATEST GEORGIA EPD REQUIREMENTS
- A MINIMUM DISTANCE OF 24" OR TWO TIMES DEPTH OF MAIN, WHICHEVER IS GREATER, SHALL BE MAINTAINED FROM BUILDINGS, FOUNDATIONS, AND TOP OF BANK OF PONDS. DEVIATION FROM THIS REQUIREMENT MUST BE APPROVED IN WRITING BY JWSC.
- PRESSURE AND LEAKAGE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS OF JWSC.
- DISINFECTION OF WATER MAINS SHALL BE PERFORMED IN ACCORDANCE WITH DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS OF JWSC.
- AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF WORK, CONTRACTOR SHALL NOTIFY UTILITIES PROTECTION CENTER (UPC) AT 1-800-282-7411 TO REQUEST UNDERGROUND UTILITY LOCATE SERVICE.
- GRAVITY SEWERS SHALL BE LOW PRESSURE AIR TESTED IN ACCORDANCE WITH JWSC STANDARDS 3.8.3.
- SANITARY SEWER MANHOLES SHALL BE VACUUM TESTED IN ACCORDANCE WITH JWSC STANDARDS 3.8.8.3
- NEW SEWAGE FORCE MAIN SHALL UNDERGO A HYDROSTATIC TEST PER JWSC STANDARDS 4.3.7.
- SEE JWSC STANDARD 2.5.3.3 FOR MINIMUM PIPE COVER REQUIREMENTS
- RECORD DRAWINGS MUST BE PROVIDED TO JWSC FOR PUBLIC WATER AND SEWER LINES IN ACCORDANCE WITH JWSC RECORD DRAWING STANDARDS

**ADDITIONAL DEVELOPMENT NOTES:**

- IN CASE OF CONFLICT BETWEEN THESE PLANS AND THE CITY OF POOLERS ORDINANCES, STANDARDS, SPECIFICATIONS OR DETAILS, THE CITY OF POOLERS STANDARDS ARE TO TAKE PRECEDENCE
- THE OWNER MUST CERTIFY THAT ALL LAND DISTURBING DEVELOPMENT ACTIVITIES WILL BE COMPLETED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT DESIGN PLAN.
- THE DESIGNER MUST CERTIFY THAT THE DESIGN MEETS THE REQUIREMENTS OF THE CITY OF POOLER AND LATEST EDITION OF THE COASTAL STORMWATER SUPPLEMENT TO THE GEORGIA STORMWATER MANAGEMENT MANUAL, AND ANY RELEVANT LOCAL ORDINANCE.

**GENERAL WATER NOTE:**

- PVC PIPE SHALL BE BLUE IN COLOR. PIPE 4" TO 12" SHALL CONFORM TO REQUIREMENTS OF AWWA C-900, DR 18 PRESSURE CLASS 225 PSI AND SHALL HAVE FOLLOWING MINIMUM WALL THICKNESSES:  
4" DIA - 0.287"  
6" DIA - 0.323"  
8" DIA - 0.357"  
10" DIA - 0.417"  
12" DIA - 0.437"  
PIPE LESS THAN 4" IN DIAMETER SHALL CONFORM TO ASTM D-1784 AND D-2311 (SDR 21). PIPE SHALL HAVE A MINIMUM PRESSURE RATING OF 200 PSI. PVC PIPE SHALL BEAR NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL.
- FITTINGS FOR PVC SHALL BE DUCTILE IRON IN ACCORDANCE WITH ANSI A 21.53 (AWWA C-15). FITTINGS SHALL BE CEMENT LINED IN ACCORDANCE WITH ANSI A 21.4 (AWWA C-154). FITTINGS LESS THAN 4" SHALL BE PVC WITH RING TIE RUBBER JOINTS CONFORMING TO ASTM D-3138.
- VALVES SHALL BE INSTALLED IN APPROVED UNDERGROUND VALVE BOXES OF DUCTILE IRON WITH A SUITABLE CRUSHING STRENGTH FOR LOCATION INSTALLED.
- MAINTAIN A 10' HORIZONTAL SEPARATION BETWEEN ANY EXISTING OR PROPOSED WATER MAIN AND SANITARY SEWER, STORM SEWER OR SEWER MANHOLE.
- WHEN A 10' HORIZONTAL SEPARATION CANNOT BE MAINTAINED, WATER MAIN MAY BE LAID CLOSER TO SEWER PROVIDED THAT WATER MAIN IS LAID IN A SEPARATE TRENCH AT LEAST 18" ABOVE TOP OF SEWER.
- WATER CROSSING A SEWER SHALL BE AT LEAST 18" ABOVE TOP OF SEWER. A FULL LENGTH (SECTION) OF WATER PIPE SHALL BE USED AT THESE CROSSINGS WITH ENDS OF WATER PIPE SECTION AS FAR AWAY FROM SEWER AS POSSIBLE.
- VERIFY SIZE AND LOCATION OF WATER SERVICES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS
- IF UTILITY CONFLICT IS ENCOUNTERED IN FIELD, SEE UTILITY CONFLICT DETAIL.

**GENERAL BEWER NOTES:**

- PVC PIPE SHALL BE POLYETHYLENE CHLORIDE PLASTIC (PVC) AND SHALL MEET REQUIREMENTS OF ASTM D 3034 SDR 26. DEPTHS LESS THAN 7 SHALL BE DUCTILE IRON PIPE. ASTM D 3321 MUST BE FOLLOWED FOR INSTALLATION OF PVC PIPE. RUBBER RINGS SHALL BE USED FOR CONTRACTION AND EXPANSION AT EACH JOINT. FITTINGS SHALL MEET SAME SPECIFICATION REQUIREMENTS AS PIPE. TESTS ON PVC PIPE SHALL BE DESIGNED TO PASS TESTS AT 70° F. PIPE STANDARD LENGTHS SHALL BE 12'± (PLUS OR MINUS 1"). PIPE SIZES AND DIMENSIONS SHALL BE AS SHOWN IN THE TABLE BELOW:
 

NO. MIN. SIZE	OUTSIDE DIA.	MIN. WALL THICKNESS:
4"	4.215"	0.162"
6"	6.215"	0.241"
8"	8.400"	0.323"
10"	10.500"	0.404"
12"	12.500"	0.481"
- JOINTS FOR PVC PIPE - SHALL BE INTEGRAL WALL BELL AND SPIGOT WITH A RUBBER RING GASKET. THE JOINTS SHALL CONFORM TO ASTM D 3212 AND GASKETS SHALL CONFORM TO ASTM F 477.
- PRECAST CONCRETE MANHOLES - SHALL BE REINFORCED CONCRETE CONSTRUCTED IN ACCORDANCE WITH ASTM C 478 AND DETAILS SHOWN ON PLANS. JOINTS SHALL BE TONGUE AND GROOVE SEALED WITH FLEXIBLE CASSETS OR MASTIC SEALANT. GASKETS SHALL BE CHAINS OR EQUIVALENT TO TYPE A OR B ("TY-LOX" CONFORMING TO ASTM C 483. MASTIC SHALL BE EQUIVALENT TO "RAM-NEX" WITH PRIMER. CONTACT SURFACES OF MANHOLE JOINT SHALL HAVE PRIMER IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.
- FRAMES AND COVERS - SHALL BE EQUIVALENT OF FENEBAH FOUNDRY CO. R-1688 TYPE "C" LID
- MANHOLE STEPS - SHALL BE EQUIVALENT TO M.A. INDUSTRIES, TYPE 15-1 OF FR-3 OR LINED REINFORCED PLASTIC, INC. MODEL FAP. STEPS SHALL BE INSTALLED AT MANHOLE FACTORY AND IN ACCORDANCE WITH RECOMMENDATIONS OF STEP MANUFACTURER.
- PIPE CONNECTIONS - SHALL HAVE FLEXIBLE WATERTIGHT JOINTS AT POINT OF ENTRY OF ANY SEWER MAIN INTO MANHOLE. JOINT SHALL BE WEDGED RUBBER SHAPE EQUIVALENT TO "PRESS WEDGE II," OR A RUBBER SLEEVE EQUIVALENT TO "RO-H-SEAL" OR LOCK JOINT.
- #12 GALV. SINGLE STRAND COPPER TRACING WIRE SHALL BE USED OVER ALL FORCE MAIN, SANITARY SEWER, AND SERVICE LATERAL LINES.
- SEWER EXCAVATIONS SHALL BE TO DESIRED DEPTHS SHOWN ON PLANS WITH ADHERENCE TO OCCUPATIONAL AND SAFETY HEALTH ADMINISTRATION'S (OSHA) REGULATIONS. IN AREAS OF UNSUITABLE SOIL CONDITIONS, TRENCH MAY REQUIRE ADDITIONAL EXCAVATION AND BACKFILL WITH SAND, GRAVEL, OR CONCRETE.
- SEWER PIPES SHALL BE LAID UPWARD WITH SPIGOTS POINTING DOWNWARD. ASSEMBLY OF JOINTS SHALL COMPLY WITH MANUFACTURERS RECOMMENDATIONS. SEAL OFF ENDS OF PIPES IF INSTALLATION IS INTERRUPTED. MANHOLE CONNECTIONS SHALL BE WATER TIGHT WITH USE OF FLEXIBLE WATER STOPS AND RESILIENT CONNECTORS.
- MANHOLES SHALL HAVE A NON-SHRINK GROUT CHANNEL, IN TOP THAT IS SMOOTH, ROUNDED, AND SHAPED TO FACILITATE GRAVITY BEWER FLOW TOWARDS OUTGOING PIPE. CHANNEL WIDTH SHALL MATCH PIPING SIZE. INVERT OF CHANNEL SHALL BE UNIFORMLY SLOPED BETWEEN INCOMING AND OUTGOING PIPES. TOP OF BENCH SHALL MATCH TOP OF LARGEST PIPE. SLOPE TOP OF BENCH 1" PER FOOT TOWARDS CHANNEL.
- MANHOLE TOP ELEVATIONS SHALL BE GREATER THAN OR EQUAL TO FIFTY (50) YEAR FLOOD ELEVATION, UNLESS WATERTIGHT COVERS ARE PROVIDED. OUTSIDE OF PAVED AREAS, MANHOLE TOP ELEVATION SHALL BE 1" ABOVE GROUND SURFACE IN DEVELOPED AREAS AND 6" ABOVE GROUND SURFACE IN UNDEVELOPED AREAS UNLESS SHOWN OTHERWISE ON PLANS. MANHOLES IN PAVED AREAS SHALL BE BLAST AS DESIGNATED BY ENGINEER. NO LEAKS IN MANHOLES ARE ACCEPTABLE.

**NOTES:**

- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF POOLERS LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS. THE SYSTEM SHALL BE DESIGNED AND TESTED PER THE SPECIFICATIONS AND REQUIREMENTS MAINTAINED BY THE CITY ENGINEER
- AN APPROVED WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMPLETES MATERIAL ARRIVAL ON THE SITE
- ALL WATER USED FOR CONSTRUCTION SHALL BE METERED THROUGH AN APPROVED BACKFLOW PREVENTION DEVICE AND FEE THEREAFTER OBTAINED FROM THE CONVEYANCE AND DISTRIBUTION DEPARTMENT
- ALL UNAPPROVED SANITARY SEWER LINES SHALL BE PLUGHED
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE SEWER LINES ARE PLACED WITHIN THE EASEMENTS WITH A MINIMUM 7' OF AVAILABILITY FROM CURB CENTERLINE TO EASEMENT LINE
- CONTACT THE UTILITY PROTECTION CENTER (U) IN GEORGIA OR (404-382-7411) FOR LOCATION OF CITY SEWER LINES A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO DIGGING
- CONTRACTOR SHALL NOTIFY RESIDENTS A MINIMUM OF 24 HOURS IN ADVANCE OF ANY WORK THAT MAY IMPACT THEIR (INCLUDING BUT NOT LIMITED TO: PARKING ETC.) IMPACT, LOSS OF SERVICE, DRIVEWAY CUTS, REMOVAL OR LOCATION OF FENCES AND MAIL BOXES, SIDEWALK IMPACT, ETC.



REVISED PER POOLER COMMENTS 2022-08-12



**ROBERTS**  
CIVIL ENGINEERING  
1111 GASTON STREET, SUITE 100, ATLANTA, GA 30309  
WWW.ROBERTSCIVILENGINEERING.COM

**GENERAL NOTES**

# OLD DEAN FOREST ROAD SITE POOLER, GA















PREPARED FOR:  
**HUBACH PROPERTIES, LLC**

DATE: 05-14-2022  
PROJECT NUMBER: 21526  
DRAWN BY: DJB  
CHECKED BY: JLV  
SCALE: NTS

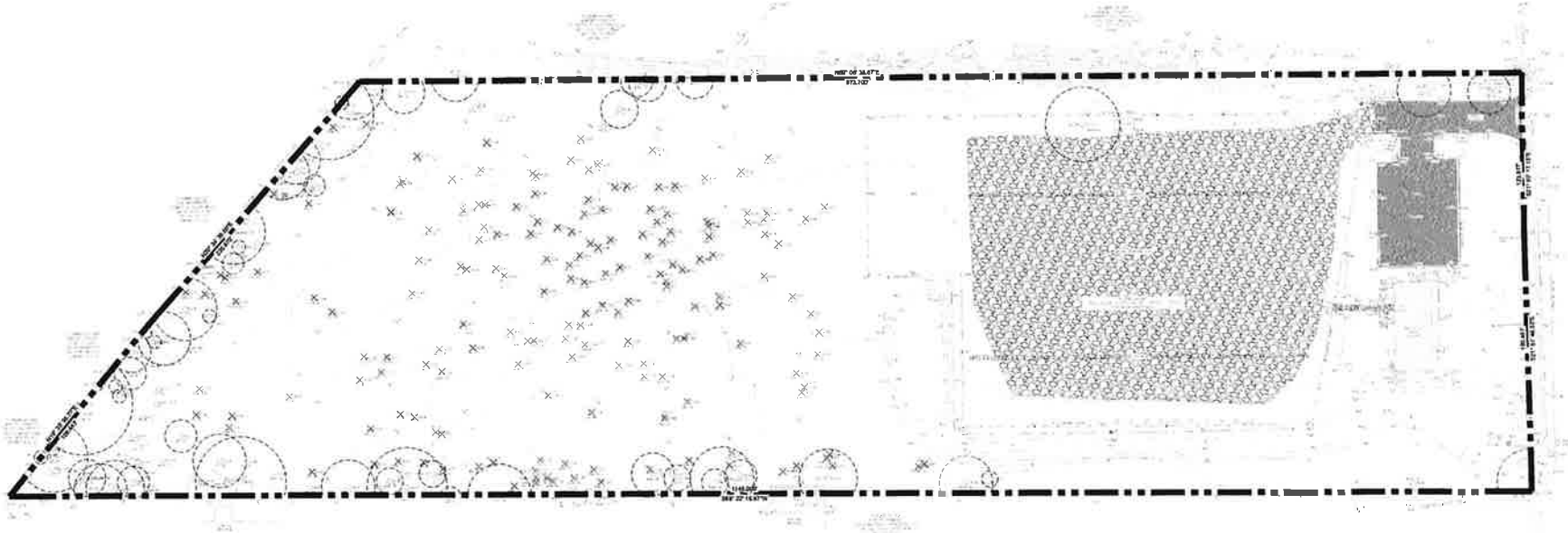
**1**

SHEET:

LEGEND

-  EXISTING BUILDING
-  EXISTING GRAVEL
-  EXISTING ASPHALT PAVEMENT
-  EXISTING OVERHEAD POWER
-  EXISTING UNDER GROUND GAS
-  EXISTING UNDER GROUND TELEPHONE
-  EXISTING WATER MAIN
-  EXISTING BEWER LINE
-  EXISTING STORM PIPE
-  EXISTING FENCE
-  EXISTING SPOT ELEVATION
-  EXISTING CONTOUR
-  EXISTING TREE WITH PROTECTION ZONE
-  EXISTING TREE TO BE REMOVED

CONTRACTOR TO COORDINATE REMOVAL OF EXISTING TREES, LIGHTS, CABLE, IRRIGATION AND POWER WITH OWNER



REVISIONS
2022-08-13: REVISED PER POOLER COMMENTS
2022-10-13: REVISED PER POOLER COMMENTS



**ROBERTS**  
CIVIL ENGINEERING  
11 LAMAR BLVD | LAWRENCE, GA 30046 | TEL: 770-962-1111  
WWW.ROBERTSCIVILENGINEERING.COM

**EXISTING CONDITIONS**

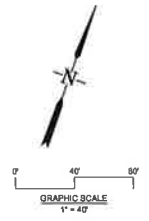
**OLD DEAN FOREST ROAD SITE**  
**POOLER, GA**

PREPARED FOR:  
**HUBACH PROPERTIES, LLC**

DATE: 06-14-2022  
PROJECT NUMBER: 21576  
DRAWN BY: DIB  
CHECKED BY: JLV  
SCALE: 1"=40'



Know what's below.  
Call before you dig.



**2**

SHEET:





10-13-2022

REVISIONS  
2022-08-13 REVISED FIRE POOLER COMMENTS  
2022-10-13 REVISED FIRE POOLER COMMENTS

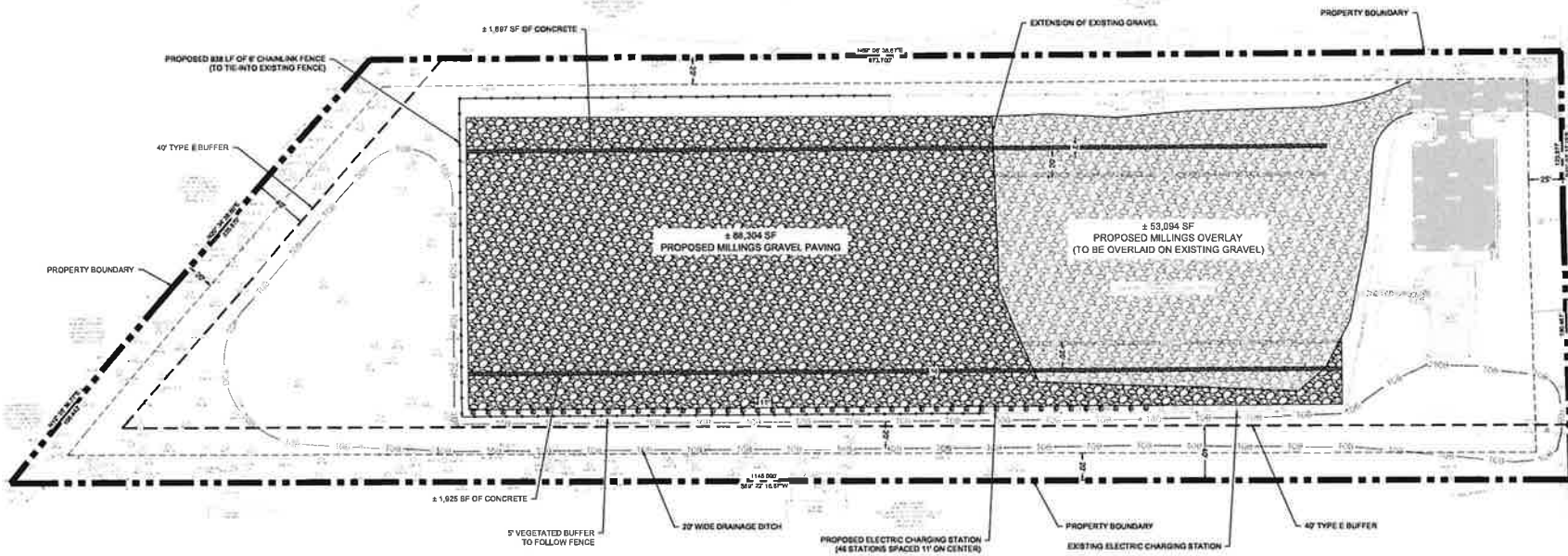


# STAKING PLAN OLD DEAN FOREST ROAD SITE POOLER, GA PREPARED FOR: HUBACH PROPERTIES, LLC

DATE: 06-14-2022  
PROJECT NUMBER: 21526  
DRAWN BY: DIB  
CHECKED BY: JLV  
SCALE: 1"=40'

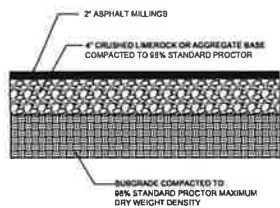
3

SHEET:

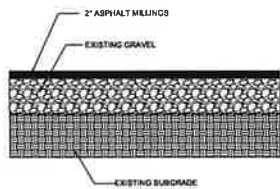


### LEGEND

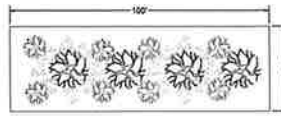
- PROPOSED CONCRETE
- EXISTING CONCRETE
- PROPOSED MILLINGS GRAVEL PAVING ± 88,304 SF
- PROPOSED OVERLAY MILLINGS ± 53,094 SF



**MILLINGS GRAVEL PAVING SECTION**  
NTS



**MILLINGS OVERLAY SECTION**  
NTS



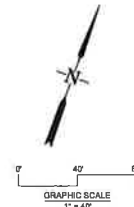
- TYPE E BUFFER PLANTING DETAIL**
- PLANTING REQUIREMENT (PER 100 LF)
- 4 LARGE TREES
  - 7 UNDERSTORY TREES
  - 28 SHRUBS



8\"/>



Know what's below.  
Call before you dig.

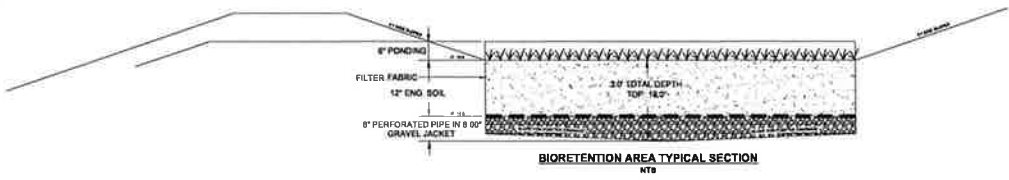
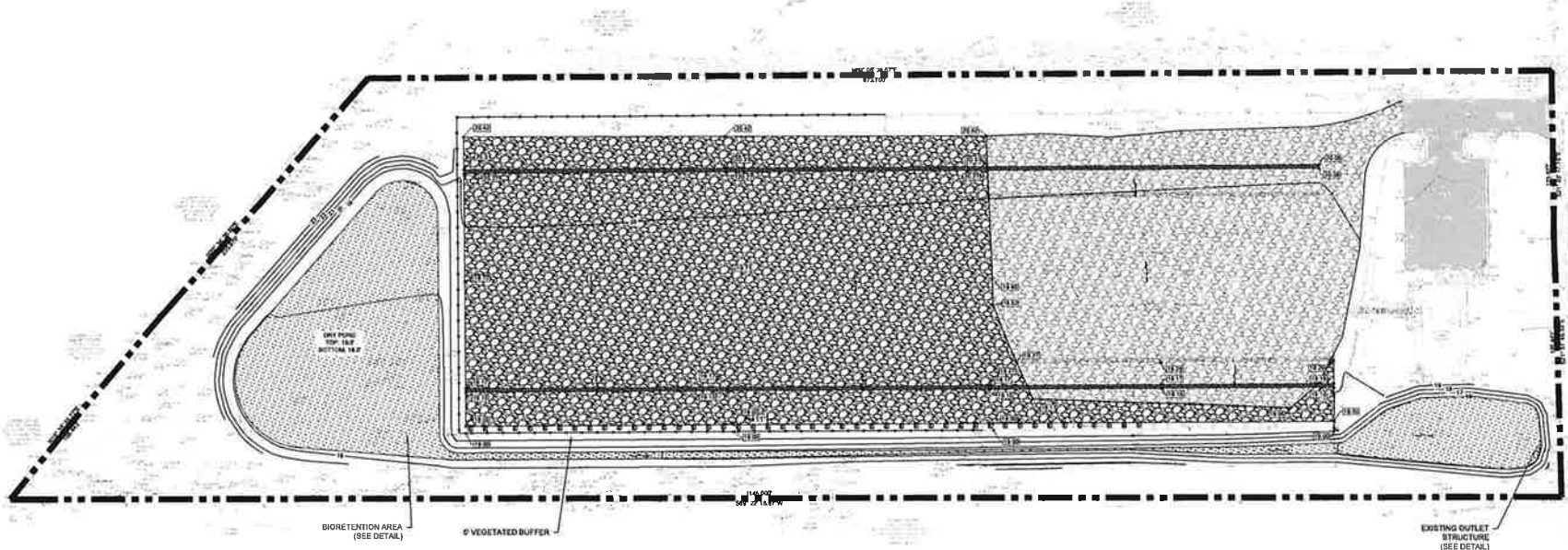
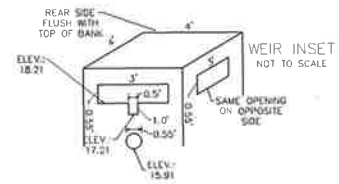


**ENGINEERED SOIL NOTES**

1. Texture: Sandy loam or loamy sand
2. Sand Content: Soils should contain 85%-88% clean, washed sand
3. Topsoil Content: Soils should contain 6%-12% topsoil
4. Organic Matter Content: Soils should contain 3%-5% organic matter.
5. Infiltration Rate: Soils should have an infiltration rate of at least 0.25 inches per hour (in/hr), although an infiltration rate of between 1 and 2 in/hr is preferred.
6. Phosphorus Index (P-Index): Soils should have a P-Index of less than 30.
7. Exchange Capacity (CEC): Soils should have a CEC that exceeds 10 milliequivalents (meq) per 100 grams of dry weight.
8. pH: Soils should have a pH of 6-8.

**LEGEND**

- PROPOSED CONCRETE
- EXISTING CONCRETE
- PROPOSED MILLINGS GRAVEL PAVING
- PROPOSED OVERLAY MILLINGS
- PROPOSED CONTOUR
- EXISTING CONTOUR



REVISIONS  
 2022-08-12: REVIEWED FOR POOLER COMMENTS  
 2022-10-13: REVIEWED FOR POOLER COMMENTS



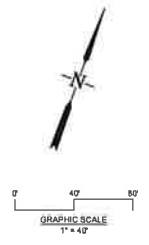
**ROBERTS**  
 ENGINEERING  
 CIVIL ENGINEERING  
 1100 Peachtree Industrial Blvd., Suite 100  
 Atlanta, GA 30329  
 WWW.ROBERTSENGINEERING.COM

**GRADING PLAN**  
**OLD DEAN FOREST ROAD SITE**  
**POOLER, GA**  
 PREPARED FOR:  
 HUBACH PROPERTIES, LLC

DATE: 06-14-2022  
 PROJECT NUMBER: 21526  
 DRAWN BY: JLV  
 CHECKED BY: JLV  
 SCALE: 1" = 40' (SEE PLAN FOR DIM)



Know what's below.  
 Call before you dig.



**4**








SHEET:

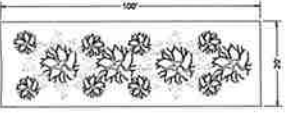
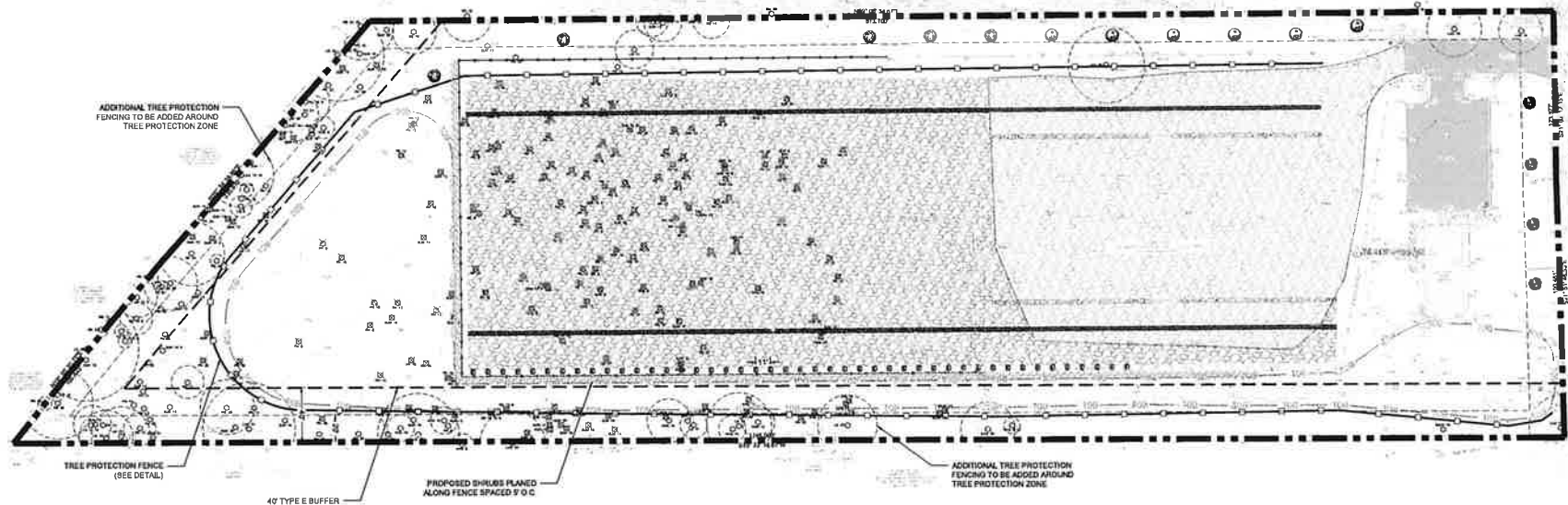
SIGNIFICANT TREES SAVED	
SPECIES	DBH (IN)
WILLOW OAK	14
LIVE OAK	24
DOGWOOD	24
LIVE OAK	20
LIVE OAK	18
LIVE OAK	12
LIVE OAK	20
LIVE OAK	22
LIVE OAK	24
LIVE OAK	22
LIVE OAK	14
LIVE OAK	24
LIVE OAK	22
LIVE OAK	24
LIVE OAK	24

SIGNIFICANT TREES REMOVED	
SPECIES	DBH (IN)
LIVE OAK	14

**NOTES:**  
 1. ALL PLANTING SHALL ADHERE TO THE CODE OF ORDINANCES CITY OF POOLER, GEORGIA  
 2. TREE COVERAGE NOT MET WILL BE PAID FORWARD TOWARDS THE TREE FUND  
 3. EACH TREE WITH A DIAMETER OF 24 INCHES DBH OR LARGER (16 INCHES FOR LIVE OAK) MAY COUNT AS 3 TREES TOWARDS THE MINIMAL COVERAGE  
 4. EACH TREE WITH A DIAMETER OF 40 INCHES DBH OR LARGER MAY COUNT AS 5 TREES TOWARDS THE MINIMAL COVERAGE.  
 5. PROPOSED TREES TO BE PLANTED WITH A MINIMUM SPACING OF 40 FT  
 6. ALL REPLANTED SIGNIFICANT TREES SHALL HAVE A MINIMUM DBH OF 6 INCHES  
 7. ARBORIST ASSESSMENT DONE BY CITY OF POOLER CERTIFIED ARBORIST

**REPLACEMENT TREES**  
 1 SIGNIFICANT TREE REMOVED  
 36" DBH TREE 1" DBH REPLACEMENT = 10 REPLACEMENT TREES  
**MINIMAL TREE COVERAGE REQUIRED**  
 15 EXISTING TREES PER ACRE  
 REQUIRED = 15 TREES X 7.24 ACRES = 109 TREES  
**MINIMAL TREE COVERAGE PROVIDED**  
 10 EXISTING SIGNIFICANT TREES X 3 = 48 TREES  
 10 REPLANTED SIGNIFICANT TREES X 4" DBH = 40 TREES  
 5 PLANTED PREFERRED SPECIES TREES X 2" DBH = 10 TREES  
 PROVIDED = 48 + 40 + 5 = 113 TREES

-  TREE PROTECTION FENCE
-  EXISTING SIGNIFICANT TREE TO BE PROTECTED
-  EXISTING SIGNIFICANT TREE TO BE REMOVED
-  PROPOSED MAGNOLIA (5)
-  PROPOSED WILLOW OAK (8)
-  PROPOSED LIVE OAK (4)
-  PROPOSED HOLLY (166)



**NOTES:**  
 1. ALL PLANTINGS TO BE PLANTED WITHIN FIRST 20' OF 40' TYPE E BUFFER  
 2. ALL PLANTINGS TO BE FROM CITY OF POOLER PREFERRED SPECIES LIST REFER TO CITY OF POOLER ZONING ORDINANCE SECTION 42-186 FOR LIST  
 3. ALL PLANTINGS MUST ADHERE TO CITY OF POOLER ZONING ORDINANCE SECTION 42-199 REPLACEMENT TREE GUIDELINES  
 4. TYPE E BUFFER PLANTING DETAIL SHOWN SHALL BE ONLY USED IN AREAS WHERE EXISTING TREES DO NOT MEET THE PLANTING REQUIREMENT

**TYPE E BUFFER PLANTING DETAIL**  
 PLANTING REQUIREMENT (PER 100 LF)  
 • 4 LARGE TREES  
 • 7 UNDERSTORY TREES  
 • 28 SHRUBS

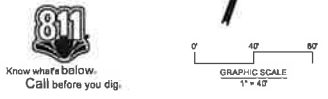


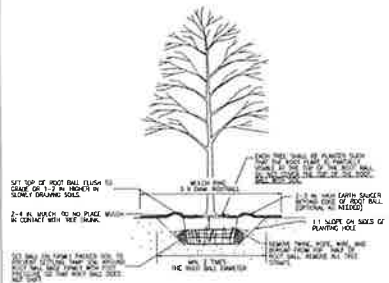
**ROBERTS**  
 CIVIL ENGINEERING  
 15 WOODBURY LAKEWAY | JACKSONVILLE, FL 32218  
 WWW.ROBERTSCIVILENGINEERING.COM

**LANDSCAPE PLAN**  
**OLD DEAN FOREST ROAD SITE**  
**POOLER, GA**  
 PREPARED FOR:  
**HUBACH PROPERTIES, LLC**

DATE: 06-14-2022  
 PROJECT NUMBER: 215236  
 DRAWN BY: DJB  
 CHECKED BY: JLY  
 SCALE: 1"=40' FROM PLAN ROOM

**5**  
 SHEET:

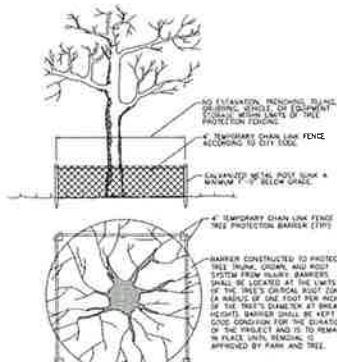




- NOTES
1. TRUNK ONLY (WITHOUT LEAVES) TO BE SHOWN BY TREE SYMBOLS. BRANCHES SHALL BE SHOWN TO THE TOP OF THE CROWN. DO NOT SHOW BRANCHES BEYOND THE TOP OF THE CROWN. ALL TREE SYMBOLS TO BE PLACED TO THE LEFT OF THE CROWN. ALL TREE SYMBOLS TO BE PLACED TO THE LEFT OF THE CROWN. ALL TREE SYMBOLS TO BE PLACED TO THE LEFT OF THE CROWN.
  2. USE TREES ONLY WHEN NECESSARY. SEE CITY TREE STAKING DETAILS.

STANDARD CONSTRUCTION DETAILS  
TREE PLANTING

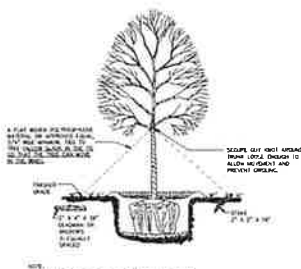
APPROVED:	DATE: 06-14-2022	SHEET NO.:	NO. OF SHEETS:	SCALE:	PLAT NO.:
	10/15/2022	1	1	AS SHOWN	T1



- NOTES
1. PROVIDE 4\"/>
  2. PROVIDE TEMPORARY PROTECTION WHERE PRACTICAL AND FEASIBLE.

STANDARD CONSTRUCTION DETAILS  
TREE PROTECTION

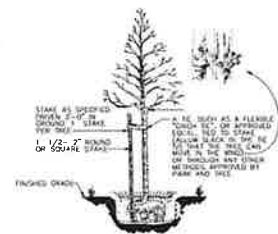
APPROVED:	DATE: 06-14-2022	SHEET NO.:	NO. OF SHEETS:	SCALE:	PLAT NO.:
	10/15/2022	2	1	AS SHOWN	T2



- NOTES
1. TRUNK ONLY WHEN NECESSARY. STAKES SHALL BE REMOVED & MOULDING W/OUT PLANTING.
  2. TRUNK DETERMINED BY CALIPER SHOULD BE STAKED BY TRUNK SIZE STAKES WHEN NECESSARY.

STANDARD CONSTRUCTION DETAILS  
TREE STAKING

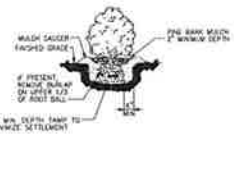
APPROVED:	DATE: 06-14-2022	SHEET NO.:	NO. OF SHEETS:	SCALE:	PLAT NO.:
	10/15/2022	3	1	AS SHOWN	T3



- NOTES
1. STAKE TREES ONLY WHEN NECESSARY. STAKES SHALL BE REMOVED & MOULDING W/OUT PLANTING.
  2. OTHER ALTERNATE STAKING METHODS MAY BE USED UPON APPROVAL BY PARK AND TREE.

STANDARD CONSTRUCTION DETAILS  
ALTERNATIVE TREE STAKING

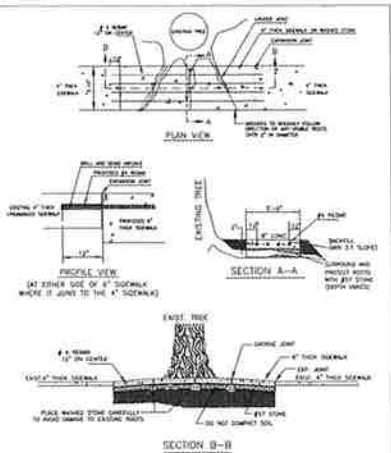
APPROVED:	DATE: 06-14-2022	SHEET NO.:	NO. OF SHEETS:	SCALE:	PLAT NO.:
	10/15/2022	4	1	AS SHOWN	T4



- NOTES
1. DISPLAY FROM ONLY ONE SIDE. BRANDED W/ OR NEW BRANDED IF NECESSARY.
  2. FINISHED GRAZE AROUND PLANT TO BE THE SAME AS ORIGINAL GRAZE AT PLANT WHEN DISPLAY.

STANDARD CONSTRUCTION DETAILS  
SHRUB PLANTING

APPROVED:	DATE: 06-14-2022	SHEET NO.:	NO. OF SHEETS:	SCALE:	PLAT NO.:
	10/15/2022	5	1	AS SHOWN	T5



STANDARD CONSTRUCTION DETAILS  
BRIDGING TREE ROOTS

APPROVED:	DATE: 06-14-2022	SHEET NO.:	NO. OF SHEETS:	SCALE:	PLAT NO.:
	10/15/2022	6	1	AS SHOWN	T6



**ROBERTS**  
CIVIL ENGINEERING  
11000 BUCKLEBUSH LANE, SUITE 100  
WWW.ROBERTSCVILENGINEERING.COM

REVISIONS

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

DATE: 06-14-2022  
PROJECT NUMBER: 21526  
DRAWN BY: DIB  
CHECKED BY: JLV  
SCALE: NTS

LANDSCAPE DETAILS  
**OLD DEAN FOREST ROAD SITE**  
**POOLER, GA**  
PREPARED FOR:  
HUBACH PROPERTIES, LLC

6

SHEET

## **AGENDA ITEM**

**Date:** January 17, 2023

**Subject:** Site Plan/Landscape Plan for Harmony Subdivision  
Amenity Center

### **Background & Discussion:**

Neil McKenzie, with Coleman Company, presented the site plan to the P&Z Board for their review and recommendation. The project will consist of a pool, cabana, and a large pond with landscaping. The access will be from Melody Drive.

### **Planning and Zoning Recommendation:**

P&Z recommends approval of the site plan/landscape plan for Harmony Subdivision Amenity Center, contingent upon the Stormwater Maintenance Agreement being recorded and submitted to the City.

### **Staff Recommendation:**

Staff recommends approval, contingent upon the Stormwater Maintenance Agreement being recorded and submitted to the City prior to a preconstruction meeting being scheduled.



December 20<sup>th</sup>, 2022

Neil P. McKenzie, PE  
Coleman Company  
1480 Chatham Pkwy, Suite 100  
Savannah, GA 31405

Dear Mr. McKenzie,

I am pleased to provide you with a recommendation for Conditional Approval of the site development plans for 'Harmony Subdivision - Amenity', which is provided below.

**Site Plan Review**

<u>Submittal Documents:</u>	Site Development Plan.....	<i>Dec. 2022</i>
	Stormwater Management Report.....	<i>Dec. 2022</i>
	Cell Tower Plat.....	<i>Nov. 2022</i>
	GSWCC Approved ES&PC Plans.....	<i>Nov. 2022</i>
	Wetland Delineation Letter.....	<i>Nov. 2022</i>

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the City of Pooler. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the local, State and Federal Laws and Engineering Standards, and all Development Codes that apply to the City of Pooler. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and City ordinances and regulations. All the required testing data, plans and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.



**EOM Operations**  
*Your solution to a better tomorrow*

OPERATIONS

To the best of our knowledge, it is our opinion that the plans are in general conformance with the City of Pooler's applicable design standards, codes and ordinances. We hereby recommend Conditional Approval of the site development plans, pursuant to a development permit, subject to the following:

1. The City of Pooler - Stormwater Maintenance Agreement must be completed with applicable project information, signed by the parcel owner, notarized, and submitted to the City.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or (912) 445-0050 ext. 4400.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM

CC: Brian Crooks, AICP; City Planner - City of Pooler  
Kimberly Dyer, CFM; Zoning Administrator - City of Pooler  
Liberto Chacon, PE; Sr. Vice President - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882



RECEIVED

AUG 31 2022

ZONING DEPARTMENT

Project # 221053

# Site Plan Application (page 1 of 3)

Applicant COLEMAN COMPANY INC, NEIL P. MCKENZIE

Mailing address 1480 CHATHAM PARKWAY, SUITE 100

City SAVANNAH State GEORGIA Zip 31405

Telephone (912)200-3041 Fax ( )

Property Owner(s) HARMONY PARTNERS, LLC

Mailing address 2702 WHATLEY AVE., SUITE B-1

City SAVANNAH State GEORGIA Zip 31404

Telephone (912)354-7995 Fax ( )

Contact Person(s) COLE CHENOWITH

Mailing address 2702 WHATLEY AVE., SUITE B-1

City SAVANNAH State GEORGIA Zip 31404

Telephone (912)354-7995 Fax ( ) E-mail cchenowith@landmark24.com

Location address Melody Drive

Current Zoning R-1-A Parcel Identification Number 51010 01068

Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property: AMENITY CENTER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Type: AGRE  
Kind: CONTRACT  
Recorded: 12/28/2022 1:07:00 PM  
Fee Amt: \$25.00 Page 1 of 3  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID(s): 3639644106,  
0848497841

**STORMWATER FACILITY/INFRASTRUCTURE  
MAINTENANCE AGREEMENT**

**BK 2992 PG 745 - 747**

**THIS STORMWATER FACILITY/INFRASTRUCTURE MAINTENANCE AGREEMENT** (the "Agreement"), is made and entered into this 21 day of December, 2022, by and between Harmony II, LLC hereinafter "Landowner," and the City of Pooler, Georgia, hereinafter "City."

**WITNESSETH:**

**WHEREAS**, the Landowner is the owner of certain real property described as Chatham County Parcel Identification Number(s) 51010 01069 as evidenced by recorded instrument in the real estate records of Chatham County, Georgia, in Book 50 Page 425, hereinafter "Property"; and

**WHEREAS**, the Landowner is proceeding to build on and develop the property; and

**WHEREAS**, the applicable development plan for the Property, which is expressly incorporated herein and made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

**WHEREAS**, the City and the Landowner, its successors and assigns, including any homeowner's association, agree the health, safety, and welfare of the residents of the city of Pooler, Georgia, require on-site stormwater management facilities/infrastructure be constructed and adequately maintained on the Property; and

**WHEREAS**, the City requires on-site stormwater maintenance facilities/infrastructure, as included in any applicable development plan for the Property, be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowner's association.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1) The on-site stormwater maintenance facilities/infrastructure shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications in any applicable development plan approved by the City. No changes to the approved stormwater maintenance facilities/infrastructure are permitted without express prior approval by the City.

2) The Landowner, its successors and assigns, including any homeowner's association, shall at all times adequately maintain the stormwater maintenance facilities/infrastructure. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey stormwater to and from the facilities/infrastructure, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the stormwater facilities/infrastructure in good working condition, as acceptable to the City, to ensure performance in accordance with their design functions.

3) The Landowner, its successors and assigns, including any homeowner's association, shall inspect the stormwater maintenance facilities/infrastructure at least annually. The purpose of the inspection is to assure safe and proper functioning of the stormwater maintenance facilities/infrastructure. The Landowner's annual inspection shall cover all aspects of the stormwater maintenance facilities/infrastructure including without limitation berms, inlet and outlet structure(s), vegetation, infiltration media, pond area(s), access road(s), etc. Any deficiency(ies) shall be noted in the Landowner's annual inspection report, which shall be provided to the City with reasonable promptness upon completion.

4) The Landowner, its successors and assigns, including any homeowner's association, hereby grants to the City, its authorized agents and employees, a nonexclusive perpetual easement of ingress and egress over, across, under, and through the Property for inspection of the stormwater maintenance facilities/infrastructure. The City may enter upon the Property to inspect the stormwater maintenance facilities/infrastructure for any reason including without limitation to follow up on any reported deficiencies or in response to complaints concerning the Property. If the City identifies any deficiency(ies) through its inspection, the Landowner, its successors and assigns, including any homeowner's association, shall be notified of the same.

5) In the event the Landowner, its successors and assigns, including any homeowners association, fails to maintain the stormwater maintenance facilities/infrastructure in good working condition as acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns, including any homeowners association. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, its successors and assigns, including any homeowner's association. It is expressly understood and agreed the City is under no obligation to routinely maintain or repair the stormwater maintenance facilities/infrastructure on the Property, and in no event shall this Agreement be deemed to impose any such obligation on the City.

6) The Landowner, its successors and assigns, including any homeowner's association, shall perform all necessary work to keep the stormwater maintenance facilities/infrastructure in good working order. In the event a maintenance schedule for the stormwater maintenance facilities/infrastructure is outlined in any applicable development plan for the Property, such schedule shall be followed.

7) In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, including any homeowners association, shall reimburse the City, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8) This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner, its successors and assigns, including any homeowner's association, agrees to hold the City harmless from any liability in the event the stormwater maintenance facilities/infrastructure fail to operate properly.

9) This agreement shall be recorded among the deed records of Chatham County, Georgia, and shall constitute a covenant running with the land and shall be binding on the Landowner, its successors and assigns, including any homeowner's association.

10) This Agreement in no way supersedes or alters any applicable federal, state, or local law including without limitation the Code of Ordinances for the City of Pooler, Georgia. In the event this Agreement conflicts with any applicable federal, state, or local law, this Agreement shall be subordinate to any such applicable law(s).

11) The Landowner and City hereby agree and expressly consent the provisions herein represent the entire agreement between them. Any other documents and or negotiations are hereby expressly superseded by execution of this agreement unless expressly incorporated herein or attached as an Exhibit.

12) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one and the same instrument. Signatures via facsimile or scanned PDF signatures shall be deemed original signatures.

13) Should any provision of this Agreement be deemed unenforceable for any reason, the Landowner and City expressly agree such unenforceability shall not affect the remaining provisions of this Agreement. Any conflict arising under a provision deemed unenforceable shall be interpreted and applied according to the laws of the State of Georgia. The remaining unaffected provisions shall be controlled by the express wording therein.

WITNESS the following signatures and seals on the day and year first above written.

Name of Company

By [Signature]  
Jack Wordlaw  
Title Manager

Sworn to and subscribed before me this 21<sup>st</sup> day of DECEMBER, 2022.

[Signature]

Witness  
[Signature]  
Notary Public



# CONSTRUCTION PLANS FOR HARMONY SUBDIVISION AMENITY

## AMENITY PLANS

PREPARED FOR  
HARMONY PARTNERS, LLC



REVISIONS:


CIVIL CONSTRUCTION PLANS FOR  
HARMONY SUBDIVISION AMENITY  
LOCATED IN POOLER, GEORGIA  
PREPARED FOR HARMONY PARTNERS, LLC

JOB NUMBER: 21-076.000  
DATE: 12/09/22  
DRAWN BY: IMM  
CHECKED BY: NPM  
SCALE: AS NOTED

COVER

SHEET:  
COV

I CERTIFY THAT THE DESIGNING ENGINEER HAS REVIEWED THE UNDERWRITER'S MANUAL AND HAS ACCEPTED THE UNDERWRITER'S RATES AND CONDITIONS. THE CITY OF POOLER HAS REVIEWED THE CONSTRUCTION OF THIS SUBDIVISION. UNDERWRITER'S RATES WILL BE THE UNDERWRITER'S RATES. NO OTHER CHANGES WILL BE MADE WITHOUT THE WRITING OF AN ADDITIONAL POLICY.

DESIGN PROFESSIONAL'S CREDENTIALS:  
ARCHITECT: N/A  
ENGINEER: N/A  
SURVEYOR: N/A

VICINITY MAP (N.T.S.)



REVISIONS

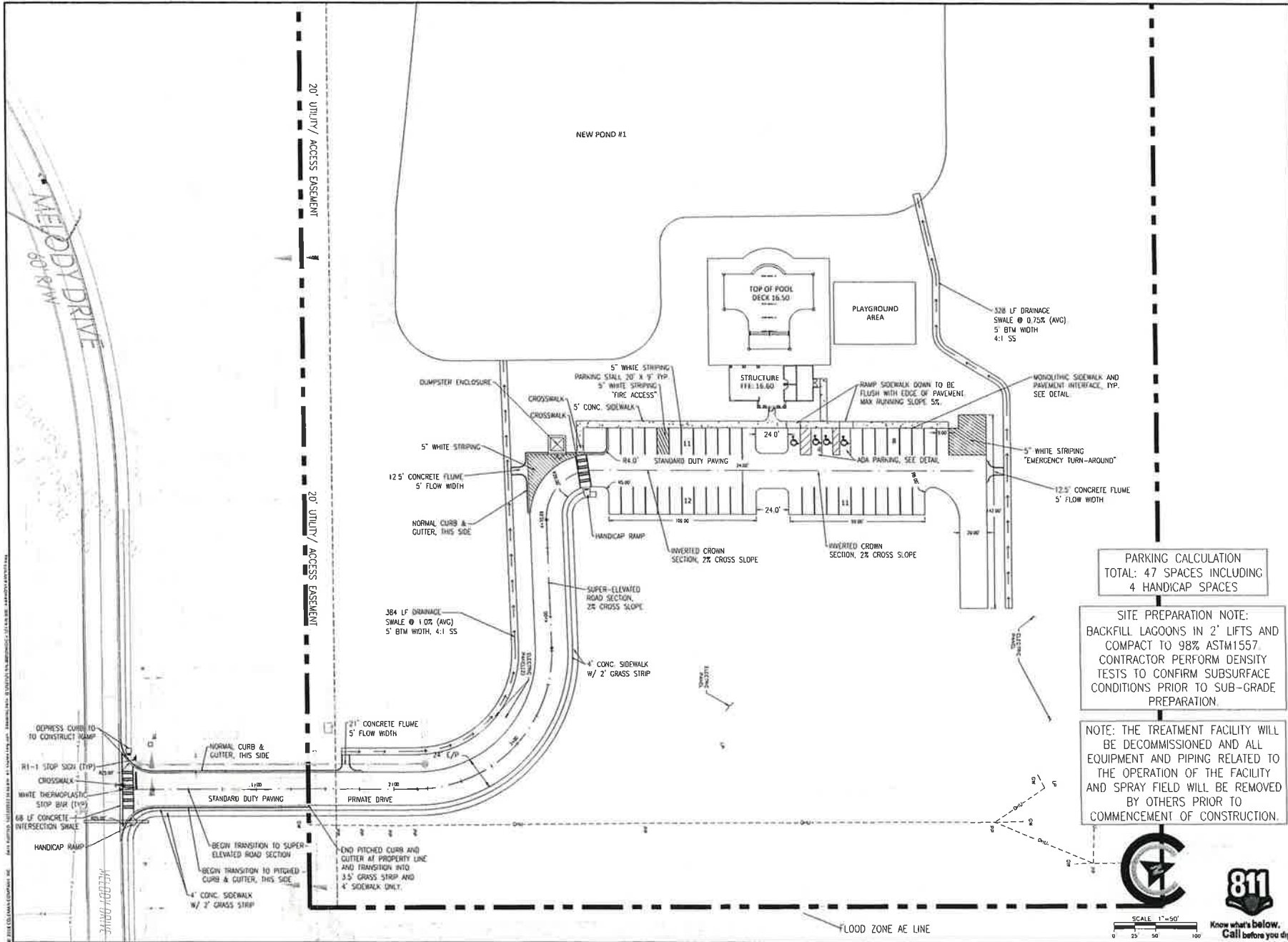

PROJECT SITE DATA

PROJECT ADDRESS:	MELODY DRIVE
PROJECT CITY, STATE:	POOLER, GEORGIA
OWNER/REPRESENTATIVE:	HARMONY PARTNERS, LLC
PROPERTY AREA:	27.42 ACRES
DISTURBED AREA:	25 ACRES
ZONING:	R-1-A
VERTICAL DATUM:	NAVD88
HORIZONTAL DATUM:	NAD83
FLOOD ZONE:	AE 12, X
WATER & SEWER PROVIDER:	CITY OF POOLER
PINS:	5 1010 01 068
SURVEY PREPARED BY:	COLEMAN COMPANY, INC.
GEO TECHNICAL BY:	N/A
ARCHITECT:	N/A
CONSTRUCTION EXIT LOCATION:	32 04' 46.38" 81 15' 03.33"

SHEET INDEX

Sheet Number	Sheet Title	Sheet Number	Sheet Title
COV	COVER	CE1 0	EROSION CONTROL, DETAILS
CE1 0	CONSTRUCTION NOTES	CE1 1	EROSION CONTROL, DETAILS
CE2 0	OVERALL VIEW	CE3 0	MPDES PERMIT NOTES
CE3 0	EXISTING CONDITIONS	CE3 1	MPDES PERMIT NOTES
CE3 1	EXISTING CONDITIONS	L2 0	LANDSCAPE PLAN
CE4 0	STAGING PLAN	L2 1	LANDSCAPE PLAN
CE5 0	PAVING, GRADING, & DRAINAGE	L3 0	LANDSCAPE DETAILS
CE5 1	PAVING, GRADING, & DRAINAGE	1 OF 1	LIGHTING PLAN
CE6 0	UTILITY PLAN		
CE7 0	PROFILES		
CE8 0	CONSTRUCTION DETAILS		
CE8 1	CONSTRUCTION DETAILS		
COV	ESAPC COVER		
CE1 0	INITIAL ESAPC PLAN		
CE1 1	INITIAL ESAPC PLAN		
CE2 0	INTERIM ESAPC PLAN		
CE2 1	INTERIM ESAPC PLAN		
CE3 0	FINAL ESAPC PLAN		
CE3 1	FINAL ESAPC PLAN		

© 2022 COLEMAN COMPANY, INC. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF COLEMAN COMPANY, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM COLEMAN COMPANY, INC.



NOT FOR CONSTRUCTION

REVISIONS:

CIVIL CONSTRUCTION PLANS FOR  
**HARMONY SUBDIVISION AMENITY**  
 LOCATED IN POOLER, GEORGIA  
 PREPARED FOR HARMONY PARTNERS, LLC

PARKING CALCULATION  
 TOTAL: 47 SPACES INCLUDING  
 4 HANDICAP SPACES

SITE PREPARATION NOTE:  
 BACKFILL LAGOONS IN 2' LIFTS AND  
 COMPACT TO 98% ASTM1557.  
 CONTRACTOR PERFORM DENSITY  
 TESTS TO CONFIRM SUBSURFACE  
 CONDITIONS PRIOR TO SUB-GRADE  
 PREPARATION.

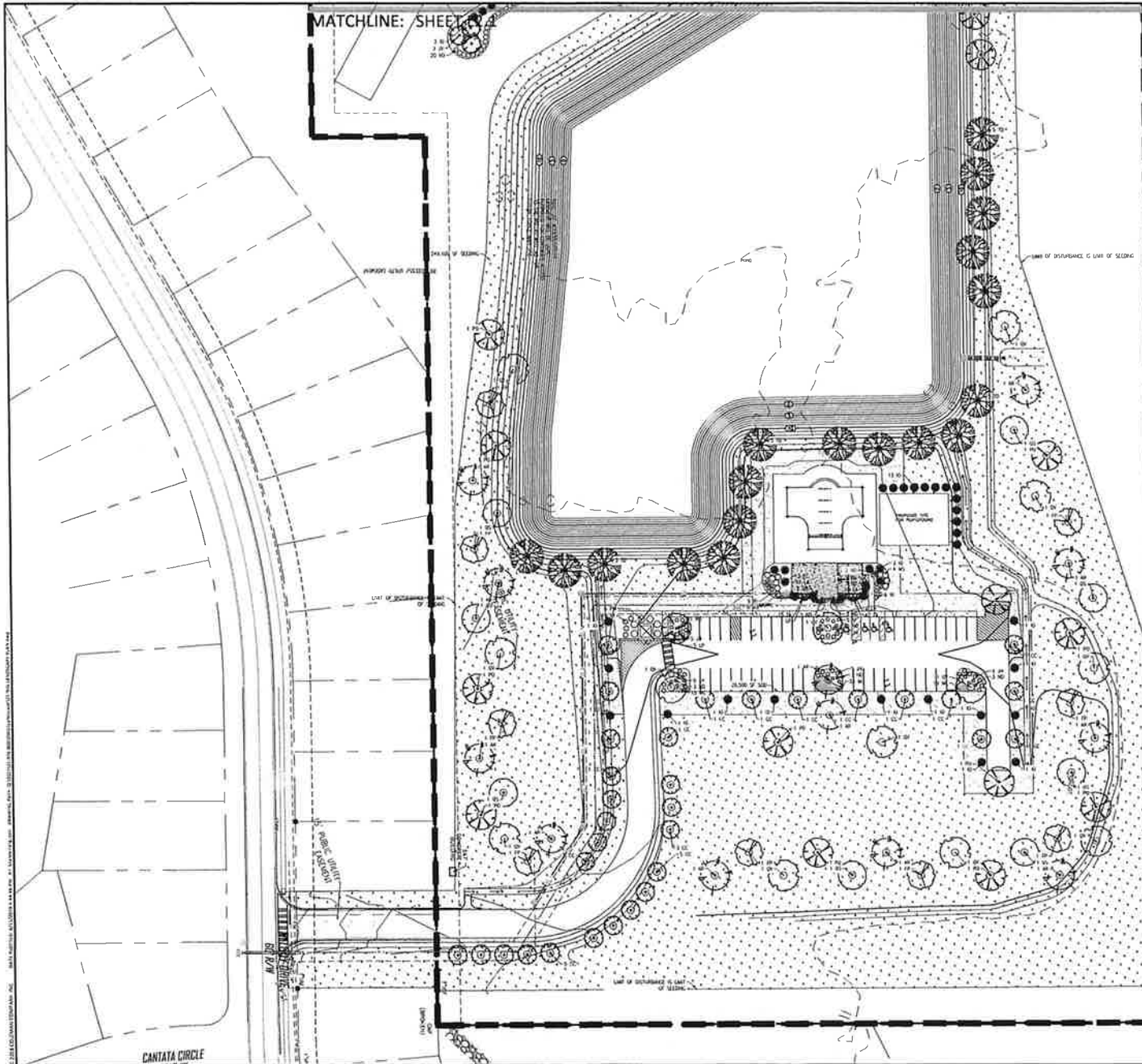
NOTE: THE TREATMENT FACILITY WILL  
 BE DECOMMISSIONED AND ALL  
 EQUIPMENT AND PIPING RELATED TO  
 THE OPERATION OF THE FACILITY  
 AND SPRAY FIELD WILL BE REMOVED  
 BY OTHERS PRIOR TO  
 COMMENCEMENT OF CONSTRUCTION.

JOB NUMBER: 21 976 000  
 DATE: 12/09/22  
 DRAWN BY: IMX  
 CHECKED BY: NPM  
 SCALE: AS NOTED

STAKING PLAN

SHEET:

C4.0



**CITY OF POOLER LANDSCAPE REQUIREMENTS**

TOTAL AREA 25.0 AC  
 TOTAL DISTURBED AREA 20.4 AC  
 DESIGN FLOOD AREA 11.8 AC  
 TOTAL AREA OF DEVELOPMENT FOR TREE REPLACEMENT 20.4 AC (100% RATIO)

TREE REQUIREMENT 19 TREES PER ACRE  
 TOTAL MINIMUM PROPERTY REQUIREMENT 190 TREES PER ACRE (9.50 AC) x 120 TREES

TREES PROVIDED = 190

NO SIGNIFICANT TREES TO BE REMOVED

PLANTED TREES SHALL BE HARDWOOD TREES NO LESS THAN TWO INCH DBH AND A MINIMUM HEIGHT REQUIREMENT OF EIGHT FEET. THE TREES TO BE PLANTED MUST BE PRESERVED HARDWOODS THAT CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK. PLANTED OR RELOCATED TREES SHOULD BE APPROPRIATELY PLACED SO AS TO ENHANCE THE VISUAL LANDSCAPE OF THE SITE. ALL TREES PLANTED OR RELOCATED ON THE SITE MUST BE PROTECTED AND MAINTAINED UNTIL FINAL INSPECTION AND APPROVAL OF LANDSCAPING BY THE CITY BUILDING OFFICIAL. POOLER, GEORGIA. CODE OF ORDINANCES - PART II, CODE OF ORDINANCES - CHAPTER 42 - ENVIRONMENT - ARTICLE VI - TREE PROTECTION - SEC. 42-10W - REPLACEMENT

**PREFERRED TREE LIST**

LARGE SPECIES: AMERICAN BEECH, AMERICAN ELM, HYBRIDS, AMERICAN SPYRANDE, GREEN ASH, WHITE OAK, BALD CYPRESS, PINK CYPRESS, GRAYHO JAMEL, HICKORY SPECIES, SOUTHERN MAGNOLIA, LIVE OAK, HUFFALD OAK, OVERCUP OAK, SHAMARD OAK, WHITE OAK, WILLOW OAK, SOUTHERN RED OAK, AND YELLOW POKER  
 MEDIUM SPECIES: AMERICAN HOLLY, RED MAPLE, FLORIDA MAPLE, TREEHIA JAMEL, EASTERN RED CEDAR  
 SMALL SPECIES: EASTERN REDBUD, ATEMIATA HYBRID, HOLLY, YAUPOH HOLLY, SWEETGAY, MAGNOLIA FRINGE TREE

NO MORE THAN 30% OF SMALL SPECIES CAN BE USED FOR TREE REPLACEMENT, MAXIMUM 50% OF PLANTING AREA PER TREE

**IRRIGATION MAINTENANCE NOTES**

- 1. ADEQUATE WATER SOURCES FOR PROPOSED LANDSCAPING SHALL BE PROVIDED FOR AT LEAST ONE YEAR
- 2. ANY TREES REQUIRED TO MEET MINIMUM TREE COVERAGE REQUIREMENTS THAT IS LOST AFTER 12 MONTHS OF FINAL APPROVAL BY THE CITY BUILDING OFFICIAL SHALL BE REPLACED WITH A TWO AND ONE-HALF INCH DBH TREE OF THE SAME TYPE

**NOTES**

1. PLANT LIST QUANTITIES ARE FOR REFERENCE ONLY KEYS SHALL COVER OVER PLANT LIST
2. ALL PLANTS/PLANT BEDS SHALL RECEIVE A 3" LAYER OF FRESH 10% SILT SAND MUDCH PATTERNING ESTABLISHED. THE LANDSCAPE CONTRACTOR WILL FINE GRADE FOR PLANTING OPERATIONS
3. SEE SPECIFICATIONS ON SHEET L3.0 FOR FURTHER INSTRUCTIONS
4. TOPSOIL SHALL BE STRIPPED AND STOCKPILED BY THE GRADING CONTRACTOR. STOCKPILED TOPSOIL SHALL BE SPREAD BY THE GRADING CONTRACTOR TO A DEPTH OF 4 INCHES IF QUANTITIES ARE SUFFICIENT. GRADING CONTRACTOR SHALL PROVIDE STOCKPILED TOPSOIL FOR LANDSCAPE CONTRACTOR USE
5. ALL PLANT MATERIAL SHALL BE SET OF EXCESS SITE AND SHARP RELATIONSHIPS SPECIFIED IN THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN
7. ALL SIZES SPECIFIED REFER TO THE SIZE AT THE TIME OF PLANTING

**PLANT KEY**

KEY	SYMBOL/NAME	DESCRIPTION/NOTE
100	100	100
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
116	116	116
117	117	117
118	118	118
119	119	119
120	120	120
121	121	121
122	122	122
123	123	123
124	124	124
125	125	125
126	126	126
127	127	127
128	128	128
129	129	129
130	130	130
131	131	131
132	132	132
133	133	133
134	134	134
135	135	135
136	136	136
137	137	137
138	138	138
139	139	139
140	140	140
141	141	141
142	142	142
143	143	143
144	144	144
145	145	145
146	146	146
147	147	147
148	148	148
149	149	149
150	150	150
151	151	151
152	152	152
153	153	153
154	154	154
155	155	155
156	156	156
157	157	157
158	158	158
159	159	159
160	160	160
161	161	161
162	162	162
163	163	163
164	164	164
165	165	165
166	166	166
167	167	167
168	168	168
169	169	169
170	170	170
171	171	171
172	172	172
173	173	173
174	174	174
175	175	175
176	176	176
177	177	177
178	178	178
179	179	179
180	180	180
181	181	181
182	182	182
183	183	183
184	184	184
185	185	185
186	186	186
187	187	187
188	188	188
189	189	189
190	190	190

SEE SHEET L3.0 FOR PLANT LIST



**NOT FOR CONSTRUCTION**

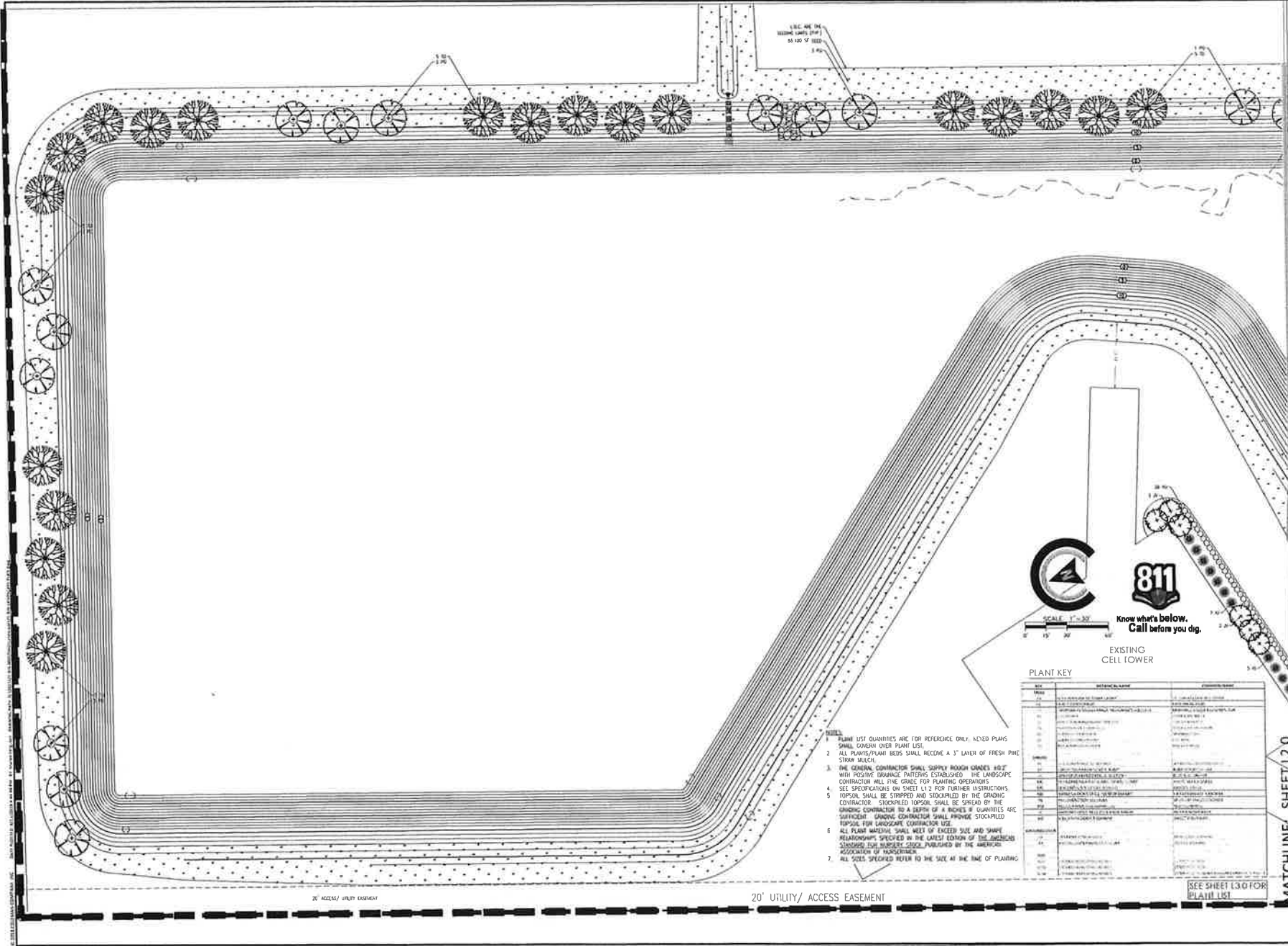
REVISIONS:


LANDSCAPE PLAN FOR  
**HARMONY-AMENITY**  
 LOCATED IN POOLER, GEORGIA  
 PREPARED FOR HARMONY PARTNERS, LLC

JOB NUMBER: 21-976  
 DATE: 10/18/22  
 DRAWN BY: MRC  
 CHECKED BY: JMG  
 SCALE: AS NOTED

LANDSCAPE PLAN

SHEET:  
**L2.0**



**COLEMAN COMPANY**  
ENGINEERS • SURVEYORS  
1000 Peachtree Street, N.W., Atlanta, Georgia 30309 • (404) 525-6600

**NOT FOR CONSTRUCTION**

REVISIONS:

LANDSCAPE PLAN FOR  
**HARMONY-AMENITY**  
LOCATED IN POOLER, GEORGIA  
PREPARED FOR HARMONY PARTNERS, LLC

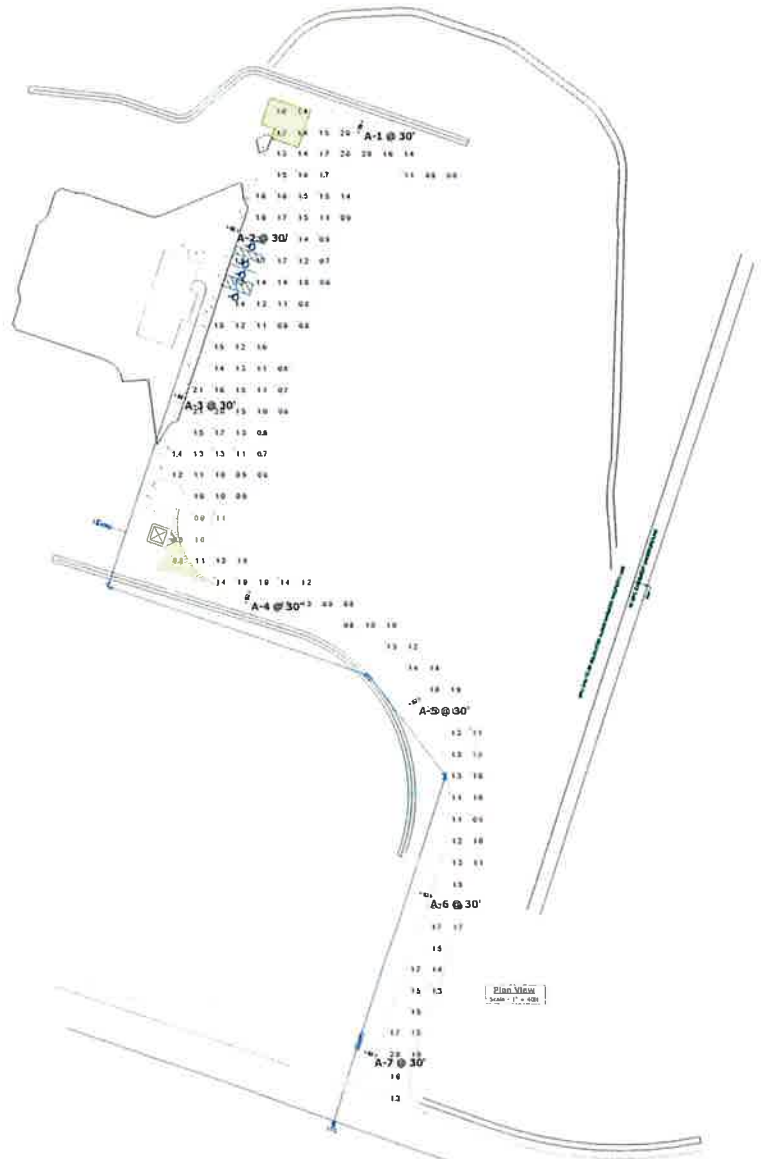
JOB NUMBER: 21-976  
DATE: 10/18/22  
DRAWN BY: MSC  
CHECKED BY: JAG  
SCALE: AS NOTED

LANDSCAPE PLAN

SHEET:  
**L2.1**







Symbol	Label	Qty	Quantity	Description	Footcandle	Lighting	per Fixture	LF	Wattage
⊙	A	1	1	LED in P&I 150 P&I 150 Type	150	150	150	150	150
				LED in P&I 150 P&I 150 Type	150	150	150	150	150

Itemization	Quantity	Unit	Cost	Material	Analysis
(See Schedule)	1	EA	2,200.00	2,200.00	2,200.00

- Notes**
1. Readings are shown in units of maintained footcandles
  2. Total Light Loss Factor (LLF) = 91% LLF for LED
  3. Feet Plane = 0' Above grade
  4. Fixture Mounting Height = See Plan view
  5. Fixture Spacing = See Plan view
  6. The photometric layout was calculated using specific criteria. Any deviation from stated parameters will affect actual performance.
  7. These lighting calculations are not a substitute for independent engineering analysis of lighting system suitability and safety.

**Disclaimer**  
 This lighting design is not a professional engineering drawing and is provided for informational purposes only, without warranty as to accuracy, completeness, reliability or otherwise. Frazer Photometrics is not responsible for specifying the lighting or illumination requirements for any specific project. It is the obligation of the end user to consult with a professional engineering advisor to determine whether this lighting design meets the applicable project requirements for lighting system performance, safety, suitability and effectiveness for use in a particular application. End-user environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual field performance to differ from the calculated photometric performance represented in this lighting design. In no event will Frazer Photometrics be held responsible for any loss resulting from any use of this lighting design.



## Site Plan Approval Standards

The site plan approval process is intended to provide the general public, planning commission, and city council with information pertinent to how a new development will affect the surrounding area and the city as a whole. Site plan approval does not constitute approval of any other zoning action or permit.

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted development upon property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by city council in approving any site plan:

- Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;
- provides for adequate pedestrian and traffic access;
- provides adequate space for off-street parking and loading/unloading zones where applicable;
- provides for appropriate location, arrangement, size, and design of buildings, lighting, signs, giving due consideration to the applicable zoning district(s);
- is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties;
- the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
- the proposed development site is adequately served by other public services to account for current or projected needs;
- provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
- provides adequate landscaping, including the type and arrangement of trees, shrubs, and other landscaping, which may (or may not) provide a visual or noise-detering buffer between adjacent properties; and
- Provides for improvements in accordance with all applicable federal, state, and local laws including without limitation, the Code of Ordinances for the City of Pooler.

## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Site Plan/Landscape Plan for My Place Hotel at Mill Creek Circle

### **Background & Discussion:**

Blake Heiman, with TGC Pooler, LLC presented the site plan to the P&Z Board for their review and recommendation. The project will consist of a three (3) story hotel with 69 rooms and the infrastructure to support it. The site is located adjacent to the Red Roof Inn, on Mill Creek Circle.

### **Planning and Zoning Recommendation:**

A motion was made to recommend approval of the site plan/landscape plan for My Place Hotel, contingent upon a Stormwater Maintenance Agreement being recorded and submitted to the City.

### **Staff Recommendation:**

Staff recommends approval, contingent upon a Stormwater Maintenance Agreement being recorded and submitted to the City prior to a preconstruction meeting being scheduled.



December 20<sup>th</sup>, 2022

Craig B. Larsen, PE  
Legacy Design Group  
PO Box 1692  
Bountiful, UT 84011

Dear Mr. Larsen,

I am pleased to provide you with a recommendation for **Conditional Approval** of the site development plans for ‘My Place Hotel’, which is provided below.

**Site Plan Review**

<u>Submittal Documents:</u>	Site Development Plan.....	Dec. 2022
	Stormwater Management Report.....	Dec. 2022
	GSWCC Approved ES&PC Plans.....	Dec. 2022
	Geotechnical Report.....	Oct. 2022

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the City of Pooler. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the local, State and Federal Laws and Engineering Standards, and all Development Codes that apply to the City of Pooler. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and City ordinances and regulations. All the required testing data, plans and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.



**EOM Operations**  
*Your solution to a better tomorrow*

To the best of our knowledge, it is our opinion that the plans are in general conformance with the City of Pooler's applicable design standards, codes and ordinances. We hereby recommend Conditional Approval of the site development plans, pursuant to a development permit, subject to the following:

1. The City of Pooler - Stormwater Maintenance Agreement must be completed with applicable project information, signed by the parcel owner, notarized, and submitted to the City.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or (912) 445-0050 ext. 4400.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM

CC: Brian Crooks, AICP; City Planner - City of Pooler  
Kimberly Dyer, CFM; Zoning Administrator - City of Pooler  
Liberto Chacon, PE; Sr. Vice President – EOM  
Cynthia Phillips; Sr. Engineering Manager - EOM  
Keith Stewart; Project Engineer - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882



## EROSION SEDIMENT & POLLUTION CONTROL PLAN REVIEW

Coastal

SOIL AND WATER CONSERVATION DISTRICT

11/18/2022

DATE ON PLANS

Pooler

LIA

11/21/2022

DATE RECEIVED

1.45

TOTAL PROJECT ACRES

1.56

TOTAL DISTURBED ACRES

My Place Hotel

NAME OF PROJECT

Mill Creek Circle, Pooler, Georgia (Chatham Co.)

ADDRESS (INCLUDING COUNTY)

Lat: 32.138797

Long: -81.243191

SPECIFIC INFORMATION ON PROJECT (GPS Location)

Jessica Vick

DESIGN PROFESSIONAL

#62699 6/27/2024

LEVEL II CERTIFICATION/EXPIRATION DATE

Ogeechee Loamy Fine Sand (Ok)

SOIL SERIES

Legacy Design Group c/o Craig Larsen

APPLICANT

181 North 200 West, Suite 2, Bountiful, UT 84010

ADDRESS

385-501-7371

PHONE NUMBER

### REPORT OF TECHNICAL REVIEW

**X\***

The Erosion Sediment and Pollution Control Plan for the above named project or activity meets the requirements of the Erosion and Sediment Control Ordinance or Rules and Regulations Governing Land-Disturbing Activities in Pooler under the provisions of the Erosion and Sedimentation Act of 1975, as amended.

The Erosion Sediment and Pollution Control Plan for the above named project or activity does not meet the requirements in Pooler through failure to include the following listed at the bottom of the page.

**> Any questions, comments, or concerns regarding this plan review should be addressed to:**

Technical review by: Abby Foster

Level II Certification #/Expiration Date: #87061 05/14/2024

Organization: GSWCC

Date: 12/01/22

The technical review as accomplished and reported above was done at the request of and is concurred by the Coastal Soil and Water Conservation District.

DISTRICT SUPERVISOR

DATE

#### Comments:

- 5 Provide the name, address, **email address**, and phone number of primary permittee. May be shown on cover sheet, ES&PC Plan or under ES&PC notes. PERMIT II.B.1.b pg 12
- 50 a.) Better delineate with type of Sd2 will be used on the initial and intermediate phases.  
b.) Progression from temporary BMPS (Sd2-F) to final permanent BMPS (Sd2-P/Sd2-Bg) on intermediate to final phases.



RECEIVED

AUG 26 2022

ZONING DEPARTMENT Project # 221043

# Site Plan Application

(page 1 of 3)

Applicant <u>TGC Pooler, LLC</u>			
Mailing address <u>322 S. Mosley St.</u>			
City <u>Wichita</u>	State <u>KS</u>	Zip <u>67202</u>	
Telephone ( ) <u>316-260-9088</u>	Fax ( ) _____		
Property Owner(s) <u>Sam's Real Estate Business Trust</u>			
Mailing address <u>2101 SE Simple Savings Drive</u>			
City <u>Bentonville</u>	State <u>AR</u>	Zip <u>72712</u>	
Telephone ( ) <u>479-249-7942</u>	Fax ( ) _____		
Contact Person(s) <u>Blake Heiman</u>			
Mailing address <u>322 S. Mosley St.</u>			
City <u>Wichita</u>	State <u>KS</u>	Zip <u>67202</u>	
Telephone ( ) <u>316-260-9088</u>	Fax ( ) _____	E-mail <u>blake@tgcgroup.net</u>	
Location address <u>14 Mill Creek Circle, Pooler, GA 31322</u>			
Current Zoning <u>C-2</u>	Parcel Identification Number <u>5-0017C-03-014</u>		
Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property:			
<u>Construction of a 3 story, 64 room My Place hotel.</u>			

**REVISED**

**RECEIVED**

**JAN 04 2023**

**ZONING DEPARTMENT**



VICINITY MAP



OWNER:  
D&G GROUP  
**MY PLACE HOTEL**  
100 S. HIGHWAY 80W  
POOLER, GA

DESIGNER:  
LEGACY DESIGN GROUP  
100 S. HIGHWAY 80W  
POOLER, GA

**CONTACTS**

**OWNER/DEVELOPER:**  
D&G GROUP  
BLAKE HOJMAN, COO  
322 S. MOSLEY  
WICHITA, KS 67202  
316 260 9088

**ARCHITECT:**  
THE RICHARDSON DESIGN PARTNERSHIP  
JEFF BYERS, AIA  
510 SOUTH 600 EAST  
SALT LAKE CITY, UT 84102  
801 355 6868

**CIVIL ENGINEERS:**  
LEGACY DESIGN GROUP, LLC  
CRAIG LARSEN, PE  
PO BOX 1692  
BOUNTIFUL, UT 84011-1692  
385 501 7371  
craig@legacydesigngroup.net

**SURVEYOR:**  
BREWER LANDSURVEYING  
604 US HIGHWAY 80W  
POOLER, GA 31322  
912 656 2293  
info@brewersurvey.com

**UTILITY PROVIDERS**

WATER, SANITARY, SEWER, STORM SEWER

CITY OF POOLER  
100 US HIGHWAY 80SW  
POOLER, GA 31322  
912 748 4800  
WATER DEPT. CONTACT: NICK CARPENTER  
SEWER DEPT. CONTACT: JOHN WINN  
912 748 4871  
INSPECTIONS CONTACT: ROBERT WELLMAKER  
912 748 6652

ELECTRIC

SOUTHERN COMPANY  
600 EAST BAY STREET  
SAVANNAH, GA 31401  
912 238 2243

NATURAL GAS

ATLANTA GAS LIGHT  
CHATHAM PARKWAY  
SAVANNAH, GA 31405  
912 239 6508  
CONTACT: CHARLIE WATERS

COMMUNICATIONS/CABLE

BELLSOUTH TELEPHONE COMPANY  
6602 ABERCORN STREET  
SAVANNAH, GA 31405  
912 844 6800  
CONTACT: SHELLEY FIELDS  
(CONFIRM PROVIDER W/OWNER)

**BUILDING/PARKING LOT NOTES**

PROPOSED USE: MY PLACE HOTEL

FLOOR AREA:  
• MAIN: 9,950 SF  
• SECOND LEVEL: 9,413 SF  
• THIRD LEVEL: 9,413 SF  
• TOTAL FLOOR AREA: 28,776 SF

ROOM NUMBER TOTAL: 64 GUEST UNITS

PARKING SPACES REQUIRED: 62 STALLS

PARKING SPACES PROPOSED: 69 STALLS

BUILDING COVERAGE RATIO: 15.7% (BUILDING: 9,950 SF LOT: 63,366)

BUILDING HEIGHT:  
• PRIMARY ROOF PEAK: 32'-4"  
• ELEVATOR BULK HEAD: 33'-8"

**LOT DEVELOPMENT NOTES**

PARCEL NUMBER: 50017003014

DEVELOPMENT ACREAGE: 1.456 ACRES (63,366 SF)

ZONING: C-2

ADJOINING RECORDED DEED NAMES:  
• CLAUDE O FALLIGANT  
• CLAUDE O FALLIGANT

FLOOD PLAN: MAPPED AS ZONE X, AREA OF MINIMAL FLOODING, PER FEMA MAP PANEL #13051C0038J  
EFFECTIVE DATE 08/16/2018, NOT A 100 YEAR FLOOD HAZARD AREA.

STATE WATERS DO NOT EXIST ON THE SITE.

WETLANDS DO NOT EXIST ON THE SITE.

**LANDSCAPING NOTES**

PRE-DEVELOPMENT SURFACE AREAS:  
• IMPERVIOUS AREA: 0 SF (0%)  
• PERVIOUS AREA: 63,366 SF (100%)

POST DEVELOPMENT SURFACE AREAS & LANDSCAPING:  
• IMPERVIOUS AREA: 42,747 SF (67.5%)  
• PERVIOUS AREA (LANDSCAPING): 20,619 SF (32.5%)  
• PARKING LANDSCAPING REQUIRED (400 SF/12 STALLS) = 2,333 SF  
• PARKING LANDSCAPING PROVIDED = 4,207 SF

**SITE FIRE PROTECTION CALCULATIONS**

- CONSTRUCTION TYPE: V8
- TOTAL BUILDING SF: 28,776 SF
- IFC TABLE B105.1 FIRE FLOW REQ'D: 4,500 GPM
- FULLY SPRINKLED BUILDING-NPPA13: IFC B105.2 ALLOWS 75% REDUCTION IN FIREFLOW (1,500 GPM MIN.)
- FINAL REQUIRED FIRE FLOW: 1,500 GPM
- IFC TABLE C105.1 ONE FIRE HYDRANT IS REQUIRED AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY MUST BE WITHIN 250' OF THE HYDRANT (SPACING REQ'D)
- SPACING PROVIDED: 247'
- IFC 503.11: ACCESS ROAD SHALL EXTEND TO WITHIN 150' OF ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY.
- EXCEPTION: 150' MAY BE INCREASED WITH AN AUTOMATIC SPRINKLER SYSTEM
- MAX DISTANCE FROM ON-SITE ACCESS ROAD PROVIDED: 151'
- MAX DISTANCE FROM EXISTING OFF-SITE ACCESS ROADS: 72'

**SHEET INDEX & REVISION TABLE**

SHEET	DATE	BY	CHECKED	PERMIT SUBMITTAL		
				A-REVISION COMMENTS	B-REVISION COMMENTS	C-REVISION COMMENTS
C000						
C001						
C050						
C100						
C200						
C201						
C202						
C300						
C301						
C302						
C400						
C500						
C501						
C502						
C503						
C504						
L000						
L100						
L101						
L200						
L201						
L202						
A200*						
A201*						

811 Know what's below. Call before you dig.

DR. JAMES DBS  
543044 EBL  
DATE: 2023-01-04 AM 09:25:2023



CIVIL COVER SHEET  
C000





**LEGEND**

[Symbol]	PRIORITY LINE OF INTEREST
[Symbol]	EXISTING PROPERTY LINE
[Symbol]	EXISTING EASEMENT
[Symbol]	EXISTING EASEMENT TO BE ABANDONED
[Symbol]	EXISTING CURB & GUTTER
[Symbol]	EXISTING FENCE
[Symbol]	EXISTING BUILDING
[Symbol]	REMOVE EXISTING CONCRETE ASPHALT
[Symbol]	EXISTING STORMDRAIN LINE
[Symbol]	EXISTING SANITARY SEWER LINE
[Symbol]	EXISTING WATER LINE
[Symbol]	EXISTING OVERHEAD ELECTRIC LINE
[Symbol]	EXISTING UNDERGROUND ELECTRIC LINE
[Symbol]	EXISTING COMMUNICATIONS LINE
[Symbol]	EXISTING CONDUIT
[Symbol]	EXISTING FENCE TO BE REMOVED
[Symbol]	EXISTING STORMDRAIN LINE TO BE REMOVED
[Symbol]	EXISTING SANITARY SEWER LINE TO BE REMOVED
[Symbol]	EXISTING WATER LINE TO BE REMOVED
[Symbol]	EXISTING OVERHEAD ELECTRIC LINE TO BE REMOVED
[Symbol]	EXISTING UNDERGROUND ELECTRIC LINE TO BE REMOVED
[Symbol]	EXISTING COMMUNICATIONS LINE TO BE REMOVED
[Symbol]	EXISTING GAS LINE TO BE REMOVED
[Symbol]	EXISTING CONDUIT TO BE REMOVED

- (4) EXISTING STORMDRAIN INLET
  - (2) EXISTING STORMDRAIN COMBINATION BOX
  - (6) EXISTING STORMDRAIN MANHOLE
  - (\*) EXISTING DOWNSPOUT (ROOF DRAIN W/CONNECTION)
  - (1) EXISTING ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
  - (3) EXISTING CLEANOUT
  - (2) EXISTING SANITARY SEWER MANHOLE
  - (1) EXISTING ELECTRICAL/TRANSFORMER BOX
  - (2) EXISTING FIRE HYDRANT
  - (\*) EXISTING WATER METER
  - (1) (2) EXISTING WATER, IRRIGATION, POST INDICATOR VALVES
  - (\*) EXISTING FIRE DEPT. CONNECTION
  - (\*) EXISTING SITE LIGHT
  - (\*) EXISTING POWER POLE, GUY WIRE
  - (\*) EXISTING SIGN
  - (\*) EXISTING BOLLARD
  - (\*) EXISTING TREE
- RESTORE CONCRETE, ASPHALT, LANDSCAPING, ETC. AFTER UTILITY INSTALLATION

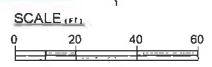
**EXISTING TREES TO BE PRESERVED:**

- (P) TREES TO BE PRESERVED. 31 PINE TREES TO BE PRESERVED - USE CARE DURING EXCAVATION AROUND CRITICAL ROOT ZONE. PRESERVE & PROTECT DURING CONSTRUCTION. SEE SHEET LOOK FOR DETAILS

TOTAL TREES TO BE PRESERVED 31 TREES

**GENERAL DEMOLITION NOTES:**

1. COORDINATE ANY PRIVATE UTILITY WORK WITH PROVIDERS (GAS, POWER, COMMUNICATIONS)
2. COORDINATE ANY PUBLIC UTILITY WORK WITH THE CITY OR UTILITY OWNER (SANITARY SEWER, WATER, STORM DRAIN)
3. SMALL OR MINOR IMPROVEMENTS MAY EXIST THAT ARE TO BE DEMOLISHED THAT ARE NOT SHOWN HERE
4. INTENT IS TO DEMOLISH SITE TO THE EXTENT REQUIRED FOR NEW CONSTRUCTION & LANDSCAPING. CONTRACTORS ARE CAUTIONED & ENCOURAGED TO VERIFY SITE CONDITIONS & EXISTING FEATURES THAT MAY NOT BE SHOWN ON DRAWINGS BUT REQUIRE WORK AND/OR DEMOLITION



LEGACY DESIGN GROUP  
 1000 W. 10TH ST.  
 SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 WWW.LEGACYDESIGNGROUP.COM

ALAN  
 REALTOR  
 MY PLACE  
 HOTEL  
 1000 W. 10TH ST.  
 SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111

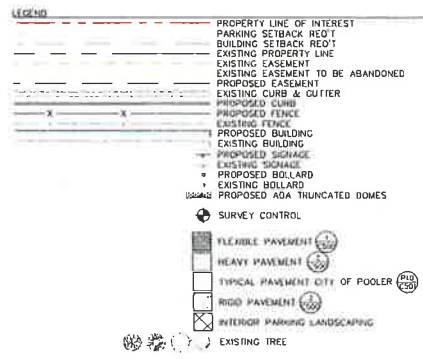
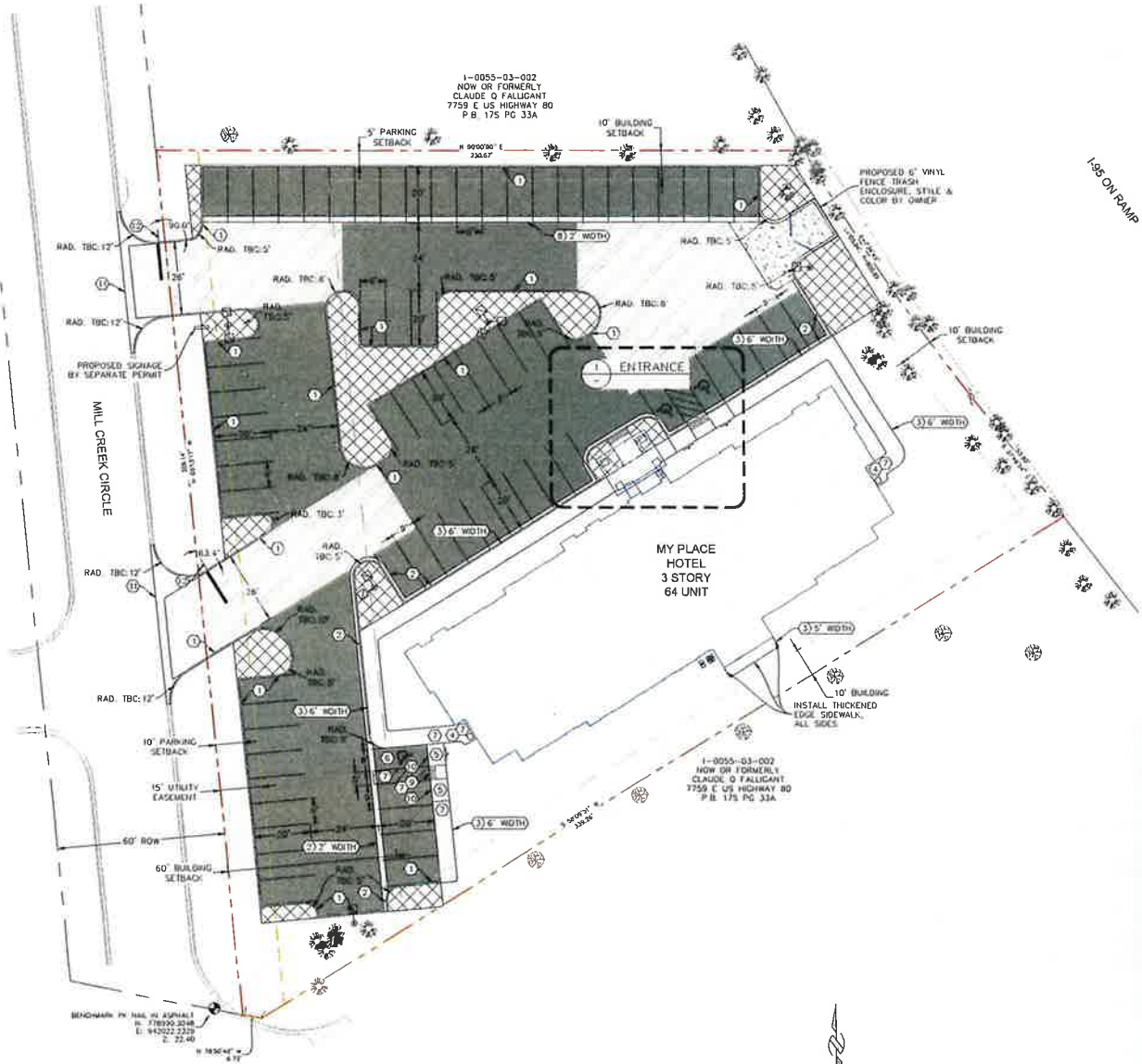
**811** Know what's below. Call before you dig.

811-1-800-4-A-DIG  
 811-1-800-4-ADIG  
 811-1-800-4-ADIG

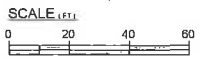
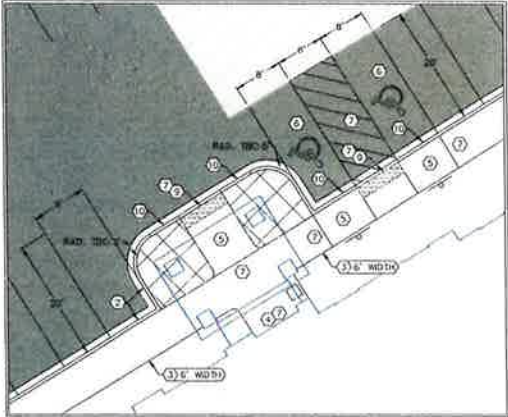
PROJ: 2010-01-01 DWS  
 10/10/10 C.D.I.  
 DATE: 2010-01-01 05:23:29



EX. CONDITIONS & DEMOLITION  
**C050**



- SET TAGS**
- 1 INSTALL CURB WALL
  - 2 INSTALL 18" CURB & GUTTER
  - 3 INSTALL SIDEWALK, WIDTH PER PLAN
  - 4 USE THICKENED EDGE ADJACENT TO ASPHALT & CONCRETE PAVING
  - 5 INSTALL CRITICAL SIDEWALK PANEL & ADA LANDING ADJACENT TO BUILDING
  - 6 INSTALL ADA RAMP
  - 7 INSTALL ADA STALLS & SIGNAGE
  - 8 ADA LANDING/ZONE: SLOPE < 2% ANY DIRECTION
  - 9 INSTALL CONCRETE WATERWAY, WIDTH PER PLAN
  - 10 LOW BACK CURB, PROVIDE TRUNCATED DOMES WHEN SHOWN PER PLAN
  - 11 TRANSITION FROM LOWBACK TO HIGHBACK CURB OVER 24" TO NEAREST RADIUS POINT WITHIN 5' OR FOLLOW ADA RAMP SLOPE
  - 12 INSTALL DRIVE APPROACH WITH CONCRETE SWALE & FILLETS
  - 13 INSTALL "STOP" SIGN (R1-1) & STOP BARS



**MY PLACE HOTEL**  
 100' x 100' (APPROXIMATE)  
 32'-0" DIA.  
 100' x 100' (APPROXIMATE)  
 100' x 100' (APPROXIMATE)

**811** *Know what's Below. Call before you dig.*

DATE: 08/23/2022	PROJECT: 100' x 100' (APPROXIMATE)
DATE: 08/23/2022	PROJECT: 100' x 100' (APPROXIMATE)
DATE: 08/23/2022	PROJECT: 100' x 100' (APPROXIMATE)
DATE: 08/23/2022	PROJECT: 100' x 100' (APPROXIMATE)



**SITE PLAN**  
**C100**







② FRONT ELEVATION  
DATE: 08-11-17



① BACK ELEVATION  
DATE: 08-11-17



THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.  
 108 BURNING TREE DRIVE  
 SUITE 1000A, CRYSTAL SPRING, FLORIDA 32709  
 P: 352.243.4648  
 F: 352.243.4687

**NOT FOR CONSTRUCTION**

THIS DOCUMENT IS THE PROPERTY OF THE RICHARDSON DESIGN PARTNERSHIP, L.L.C. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.

MY PLACE HOTELS  
 330 UNIT PROGRAM  
 PROJECT

DATE	DESCRIPTION
12/27/17	GEN 2
4/10/17	GEN 2 REV 1
8/23/17	GEN 2 REV 2
2/12/18	GEN 2 REV 3
9/11/18	GEN 2 REV 4
8/17/19	GEN 2
	04/28/2020

EXTERIOR ELEVATIONS - URBAN  
 PROJECT # 19212E  
 A200



② SIDE ELEVATION  
DATE: 10-1-12



① SIDE ELEVATION  
DATE: 10-1-12



THE  
RICHARDSON  
DESIGN  
PARTNERSHIP,  
L.L.C.

510 North 400 West  
Salt Lake City, Utah 84119  
P: 801.333.6348  
F: 801.333.6348

NOT FOR  
CONSTRUCTION

THIS PACKAGE IS THE PROPERTY OF  
DESIGN GROUP AND IS NOT TO BE  
REPRODUCED OR TRANSMITTED IN  
ANY FORM OR BY ANY MEANS, ELECTRONIC OR  
MECHANICAL, INCLUDING PHOTOCOPYING,  
RECORDING, OR BY ANY INFORMATION  
SYSTEMS WITHOUT PERMISSION IN  
WRITING FROM THE ARCHITECT.

MY PLACE HOTELS  
2100 West 1000 West  
PH: 801.333.6348

DATE	DESCRIPTION
1/22/11	DATE 2
4/6/11	DATE 2 REV 1
8/25/11	DATE 2 REV 2
2/12/12	DATE 2 REV 3
5/14/12	DATE 2 REV 4
8/17/12	DATE 2 CHECKED/DATE

EXTERIOR  
ELEVATIONS - URBAN  
PROJECT #  
1.4.12.01  
**A201**



## Site Plan Approval Standards

The site plan approval process is intended to provide the general public, planning commission, and city council with information pertinent to how a new development will affect the surrounding area and the city as a whole. Site plan approval does not constitute approval of any other zoning action or permit.

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted development upon property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by city council in approving any site plan:

- Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;
- provides for adequate pedestrian and traffic access;
- provides adequate space for off-street parking and loading/unloading zones where applicable;
- provides for appropriate location, arrangement, size, and design of buildings, lighting, signs, giving due consideration to the applicable zoning district(s);
- is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties;
- the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
- the proposed development site is adequately served by other public services to account for current or projected needs;
- provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
- provides adequate landscaping, including the type and arrangement of trees, shrubs, and other landscaping, which may (or may not) provide a visual or noise-detering buffer between adjacent properties; and
- Provides for improvements in accordance with all applicable federal, state, and local laws including without limitation, the Code of Ordinances for the City of Pooler.

## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Site Plan/Landscape Plan for Dave & Busters

**Background & Discussion:**

Travis Burke, with Coleman Company, presented the site plan to the P&Z Board for their review and recommendation. The project will consist of a 20,000 sq. ft. restaurant in the Tanger Outlets Shopping Center. The proposed site will be placed where the playground is currently located. A new playground will be constructed near the lighthouse.

**Planning and Zoning Recommendation:**

P&Z recommends approval of the site plan/landscape plan for Dave and Busters, contingent upon receipt of the GSWCC approval of the proposed Erosion, Sedimentation and Erosion Control plans.

**Staff Recommendation:**

Staff recommends approval, contingent upon NRCS approval.





January 4<sup>th</sup>, 2023

Travis G. Burke, P.E.  
Coleman Company  
1480 Chatham Parkway, Suite 100  
Savannah, GA 31405

Dear Mr. Burke,

I am pleased to provide you with a recommendation for Conditional Approval of the site plans for 'Dave & Buster's at Tanger Outlets', which is provided below.

**Site Plan Review**

<u>Submittal Documents:</u>	Site Development Plan.....	Dec. 2022
	Grease Interceptor Alternative.....	Dec. 2022
	Fire System Approval (from Tanger).....	Dec. 2022
	Impervious Area Exhibit.....	Dec. 2022
	Stormwater Sizing Calculations.....	Dec. 2022
	Technical Traffic Memorandum.....	Dec. 2022
	Master Traffic Study (Previously Approved).....	Dec. 2022
	Project Narrative.....	Nov. 2022
	Stormwater Management Report.....	Sep. 2022

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the City of Pooler. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the local, State and Federal Laws and Engineering Standards, and all Development Codes that apply to the City of Pooler. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and City ordinances and regulations. All the required testing data, plans and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.



**EOM Operations**  
*Your solution to a better tomorrow*

To the best of our knowledge, it is our opinion that the plans are in general conformance with the City of Pooler's applicable design standards, codes and ordinances. We hereby recommend Conditional Approval of the site development plans, subject to the following:

1. The City of Pooler shall be in receipt of the GSWCC Approval of the proposed Erosion, Sedimentation, and Erosion Control Plans.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or (912) 445-0050 ext. 4400.

Sincerely,

*Trevor Shoemaker*

**Trevor Shoemaker**  
Project Manager  
EOM

CC: Brian Crooks, AICP; City Planner - City of Pooler  
Kimberly Dyer, CFM; Zoning Administrator - City of Pooler  
Liberto Chacon, PE; Sr. Vice President – EOM  
Cynthia Phillips; Sr. Engineering Manager – EOM  
Keith Stewart; Project Engineer - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882



RECEIVED  
NOV 02 2022  
ZONING DEPARTMENT

Project # 221318

# Site Plan Application (page 1 of 3)

Applicant Outlet Mall of Savannah, LLC c/o Tanger Management, LLC attn: Paul Cirjak  
Mailing address 3200 Northline Ave, Suite 360  
City Greensboro State NC Zip 27408  
Telephone (216)212-6992 Fax ( )

Property Owner(s) Outlet Mall of Savannah, LLC attn: Paul Cirjak  
Mailing address 3200 Northline Ave, Suite 360  
City Greensboro State NC Zip 27408  
Telephone (216)212-6992 Fax ( )

Contact Person(s) Coleman Company, Inc. - Wesley Green, PE  
Mailing address 1480 Chatham Parkway, Suite 100  
City Savannah State GA Zip 31405  
Telephone (912) 200-3041 Fax ( ) E-mail wgreen@cci-sav.com

Location address 200 Tanger Outlets Blvd, Pooler, GA  
Current Zoning C-2 Parcel Identification Number 50017A01099

Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property:

Construct previously masterplanned "Building 10" at Tanger Outlet for Dave and Buster's

RECEIVED  
 JAN 04 2023  
 ZONING DEPARTMENT

REVISED

# CONSTRUCTION PLANS FOR DAVE & BUSTER'S AT TANGER OUTLET



REVISIONS:


CIVIL CONSTRUCTION PLANS FOR  
 DAVE & BUSTER'S AT TANGER OUTLET  
 LOCATED IN POOLER, GA  
 PREPARED FOR TANGER OUTLET CENTERS

JOB NUMBER: 19-544  
 DATE: 10/19/22  
 DRAWN BY: ARK  
 CHECKED BY: WRG  
 SCALE: AS NOTED

COVER SHEET

SHEET:  
 COV

1. THE OWNER MUST CERTIFY THAT ALL LAND DISTURBING DEVELOPMENT ACTIVITIES WILL BE COMPLETED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT DESIGN PLAN  
*Wesley Green, PE*

2. THE DESIGNER MUST CERTIFY THAT THE DESIGN MEETS THE REQUIREMENTS OF THE CITY OF POOLER AND THE LATEST EDITION OF THE COASTAL STORMWATER SUPPLEMENT TO THE GEORGIA STORMWATER MANAGEMENT MANUAL, AND ANY RELEVANT LOCAL ORDINANCE.  
*Wesley Green, PE*

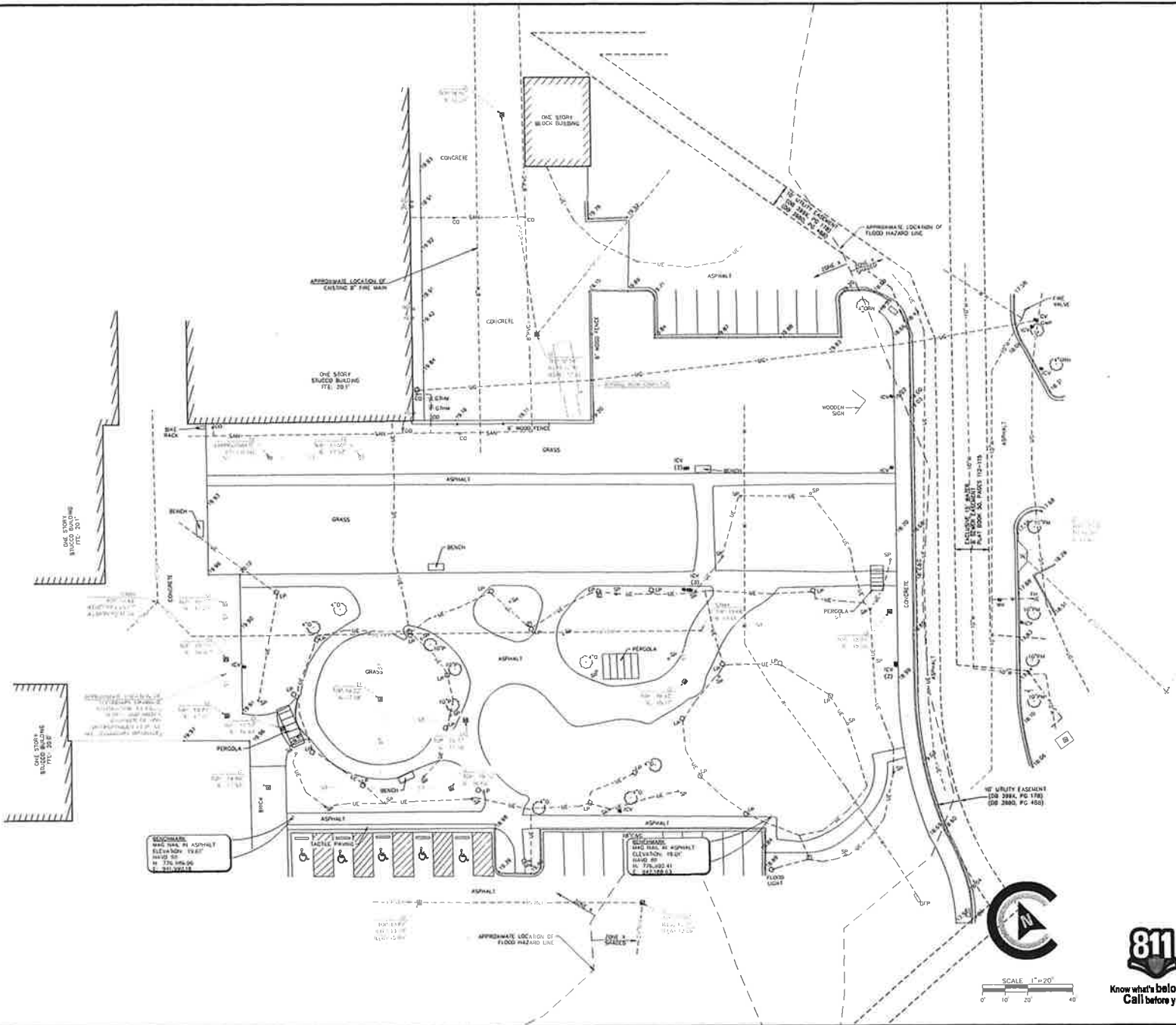
DESIGN PROFESSIONAL'S CREDENTIALS:  
 ENGINEER'S NAME (PRINTED): WESLEY GREEN, PE  
 GEORGIA PE NUMBER: 04570  
 CEHCCC LEVEL & CERTIFICATION NUMBER: 73345

## PREPARED FOR TANGER OUTLET CENTERS

VICINITY MAP (N.T.S.)	REVISIONS	PROJECT SITE DATA	SHEET INDEX
		PROJECT ADDRESS: 200 TANGER OUTLETS BLVD	Sheet Number
		PROJECT CITY, STATE: POOLER, GA	Sheet Title
		OWNER/REPRESENTATIVE: TANGER OUTLET CENTERS	COV
		PROPERTY AREA: 66.68 AC	NOTES
		PROJECT AREA: 1.8 AC	C1.0
		ZONING: C-2	C2.0
		VERTICAL DATUM: NAVD 88	C3.0
		HORIZONTAL DATUM: NAD 83	C5.0
		FLOOD ZONE: ZONE X	C6.0
		WATER & SEWER PROVIDER: CITY OF POOLER	C7.0
		PINS: 50017A01098	C9.0 - C9.2
	SURVEY PREPARED BY: COLEMAN COMPANY, INC.	CE 1.0 - CE 3.0	
	GEOTECHNICAL BY: N/A	CE 4.0 - CE 5.1	
	ARCHITECT: HENNON GROUP ARCHITECTS		
	CONSTRUCTION EXIT LOCATION: N/A		

SHEET:  
 COV

COLEMAN COMPANY, INC. 3424 FULTON LANE, SUITE 100, POOLER, GA 31322-3424



NOT FOR CONSTRUCTION

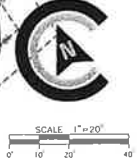
REVISIONS:


CIVIL CONSTRUCTION PLANS FOR  
**DAVE & BUSTER'S AT TANGER OUTLET**  
 LOCATED IN POOLER, GA  
 PREPARED FOR

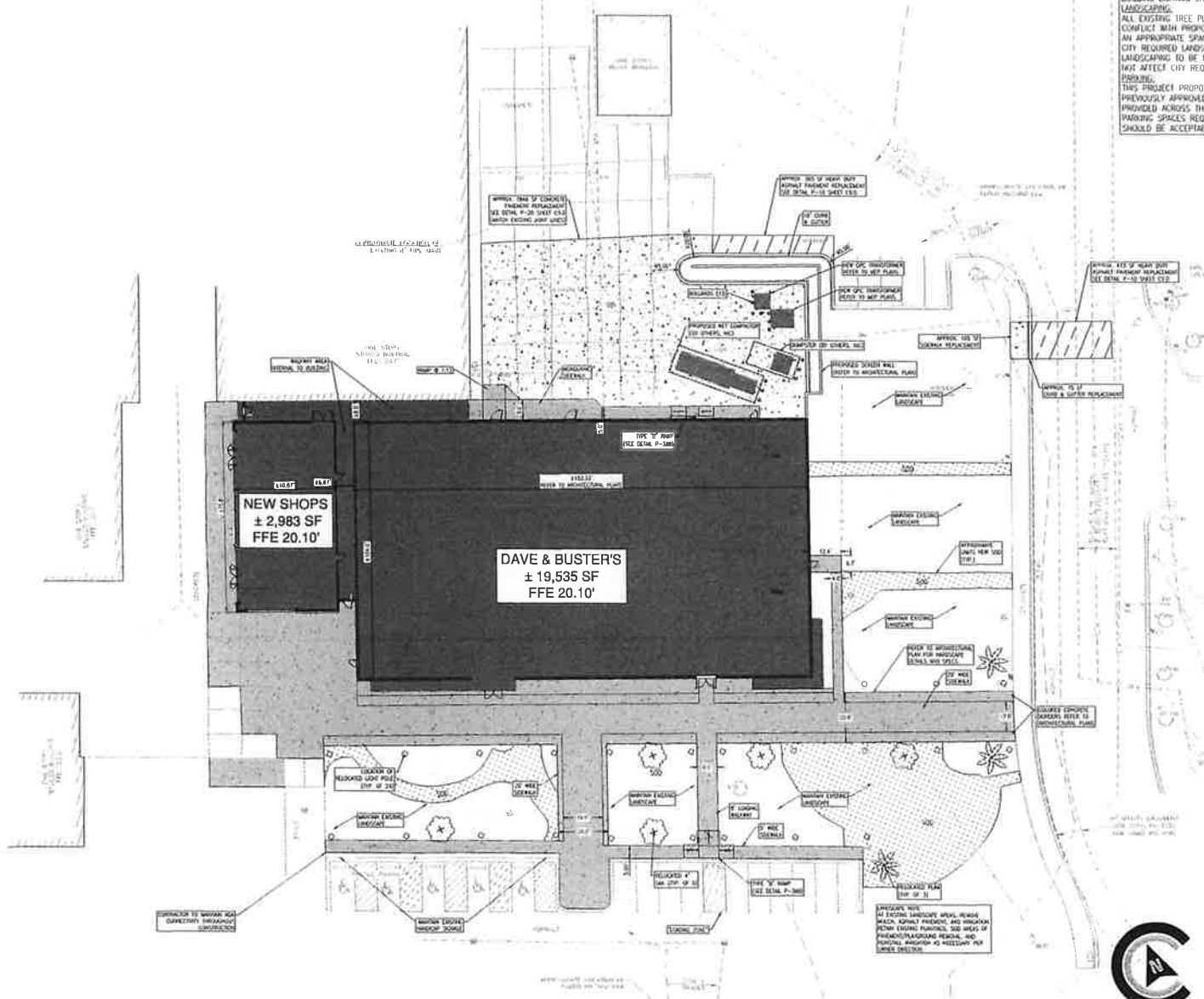
JOB NUMBER: 19-544  
 DATE: 10/19/23  
 DRAWN BY: ARG  
 CHECKED BY: WRG  
 SCALE: AS NOTED

EXISTING  
 CONDITIONS

SHEET:  
**C1.0**



© 2018 COLEMAN COMPANY, INC. ALL RIGHTS RESERVED. THIS IS A PRELIMINARY PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION.



**PERMITTING NOTES:**  
**EXISTING SITE LIGHTING:**  
 EXISTING SITE LIGHTING TO BE REUSED AND RELOCATED TO ACCOMMODATE PROPOSED SITE LAYOUT. RELOCATED LIGHTING IN COMBINATION WITH EXISTING PARKING LIGHTING, AND PROPOSED BUILDING LIGHTING SHOULD PROVIDE ADEQUATE SITE LIGHTING.  
**LANDSCAPING:**  
 ALL EXISTING TREE PLANTINGS WITHIN PROJECT LIMITS THAT CONFLICT WITH PROPOSED DEVELOPMENT SHALL BE RELOCATED TO AN APPROPRIATE SPACE WITHIN PROJECT LIMITS. THEREFORE, ALL CITY REQUIRED LANDSCAPING SHOULD BE PRESERVED. ALL OTHER LANDSCAPING TO BE REMOVED IS SUPPLEMENTAL AND SHOULD NOT AFFECT CITY REQUIRED LANDSCAPING.  
**EXISTING:**  
 THIS PROJECT PROPOSES TO REMOVE 4 PARKING SPACES. PER PREVIOUSLY APPROVED MASTERPLAN, 2,867 PARKING SPACES WERE PROVIDED ACROSS THE TANGER DEVELOPMENT, WITH ONLY 2,378 PARKING SPACES REQUIRED. THEREFORE, THE LOSS OF 4 SPACES SHOULD BE ACCEPTABLE.



**NOT FOR CONSTRUCTION**

REVISIONS:

CIVIL CONSTRUCTION PLANS FOR  
**DAVE & BUSTER'S AT TANGER OUTLET**  
 LOCATED IN POOLER, GA  
 PREPARED FOR

JOB NUMBER: 15-544  
 DATE: 10/19/22  
 DRAWN BY: ARG  
 CHECKED BY: WRG  
 SCALE: AS NOTED

STAKING PLAN

SHEET:  
**C3.0**





## Site Plan Approval Standards

The site plan approval process is intended to provide the general public, planning commission, and city council with information pertinent to how a new development will affect the surrounding area and the city as a whole. Site plan approval does not constitute approval of any other zoning action or permit.

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted development upon property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by city council in approving any site plan:

- Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;
- provides for adequate pedestrian and traffic access;
- provides adequate space for off-street parking and loading/unloading zones where applicable;
- provides for appropriate location, arrangement, size, and design of buildings, lighting, signs, giving due consideration to the applicable zoning district(s);
- is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties;
- the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
- the proposed development site is adequately served by other public services to account for current or projected needs;
- provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
- provides adequate landscaping, including the type and arrangement of trees, shrubs, and other landscaping, which may (or may not) provide a visual or noise-detering buffer between adjacent properties; and
- Provides for improvements in accordance with all applicable federal, state, and local laws including without limitation, the Code of Ordinances for the City of Pooler.

## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Site Plan/Landscape Plan for Nine Squares (1541 Pooler Parkway)

### **Background & Discussion:**

Kinjan Patel, with GJR Development, presented the site plan to the P&Z Board for their review and recommendation. The project will consist of a four (4) unit retail shop center with two (2) restaurants, and the infrastructure to support it.

### **Planning and Zoning Recommendation:**

P&Z recommends approval of the site plan/landscape plan for Nine Squares, contingent upon receipt of the GSWCC approval of the proposed Erosion, Sedimentation and Erosion Control plans.

### **Staff Recommendation:**

Staff recommends approval, contingent upon NRCS approval and the Stormwater Maintenance Agreement being recorded and submitted to the City prior to a preconstruction meeting being scheduled.





January 4<sup>th</sup>, 2022

Todd J. Reyling, P.E.  
Raying Design & Consulting  
4516 Boardwalk  
Smithton, IL 62285

Dear Mr. Reyling,

I am pleased to provide you with a recommendation for Conditional Approval of the site plans for 'Nine Squares', which is provided below.

**Site Plan Review**

<u>Submittal Documents:</u>	Site Development Plans.....	Nov. 2022
	Stormwater Maintenance Agreement.....	Nov. 2022
	Hold Harmless Agreement.....	Nov. 2022
	Lighting Plan.....	Sep. 2022
	Stormwater Management Report.....	Sep. 2022
	Technical Traffic Memorandum.....	Sep. 2022
	Fire Truck Turn Exhibit.....	Nov. 2022

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the City of Pooler. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the local, State and Federal Laws and Engineering Standards, and all Development Codes that apply to the City of Pooler. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and City ordinances and regulations. All the required testing data, plans and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.





**EOM Operations**  
*Your solution to a better tomorrow*

To the best of our knowledge, it is our opinion that the plans are in general conformance with the City of Pooler's applicable design standards, codes and ordinances. We hereby recommend Conditional Approval of the site development plans, subject to the following contingencies:

1. The City of Pooler shall be in receipt of the GSWCC Approval of the proposed Erosion, Sedimentation, and Erosion Control Plans.
2. The City of Pooler's Streets Superintendent has expressed that the private access drive (Ring Road) serving the parcel should be improved to City of Pooler Standards for Roadways. Attain resolution with applicable City Staff on this issue.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or (912) 445-0050 ext. 4400.

Sincerely,

*Trevor Shoemaker*

**Trevor Shoemaker**

Project Manager

EOM

CC: Brian Crooks, AICP; City Planner - City of Pooler  
Kimberly Dyer, CFM; Zoning Administrator - City of Pooler  
Liberto Chacon, PE; Sr. Vice President – EOM  
Cynthia Phillips; Sr. Engineering Manager – EOM  
Keith Stewart; Project Engineer - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882



RECEIVED  
JUN 01 2022  
ZONING DEPARTMENT

Project # 220075

# Site Plan Application (page 1 of 3)

Applicant John S. Odom, Architect

Mailing address P.O. Box 410394

City St Louis State MO Zip 63141

Telephone (  ) 417-343-2602 Fax (  )           

Property Owner(s) GJR Development LLC

Mailing address 2407 Shadowood Parkway, SE

City Atlanta State GA Zip 30339

Telephone (  ) 1.678.431.6427 Fax (  )           

Contact Person(s) John S. Odom, Architect

Mailing address P.O. Box 410394

City St Louis State MO Zip 63141

Telephone (  ) 417-343-2602 Fax (  )            E-mail           

Location address 1541 Pooler Parkway 5-1010 .01-088

Current Zoning C-2 Parcel Identification Number 51010 01088

Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property:

A single building strip center with four tenant spaces will be constructed. Two tenant spaces will be restaurant spaces, and two tenant spaces will be retail spaces. A future stand alone Quick serve drive thru restaurant is planned for the parcel, but will be constructed at a later date.



HOLD HARMLESS AGREEMENT

GJR DEVELOPMENT agree to hold harmless the City of Pooler or any authorized utility, public or private, from any damage to our \_\_\_\_\_ system at 1541 Pooler Parkway, Pooler GA 31322.

Granted permission during the course of any repair or any maintenance of said utility. This shall apply only to those portions that lie within the public right-of-way, roadways, or any other public utility easement.

Furthermore, the owner of the GJR DEVELOPMENT and its successors in title agree that the City of Pooler or other authorized utility shall have no responsibilities for repair, maintenance, damage or replacement arising from the approval or existence of an encroachment, or any work within the right-of-way by a utility of the City of Pooler.

The system owner and its successors in title further agrees that the City of Pooler will not be held liable for any damage created from a City enterprise or other authorized utility using the right-of-way, roadway, or easement.

For: GJR DEVELOPMENT

By: Kinjan Patel

(Signature)

09/21/2022

Date

By: Visvesh Patel

(Signature)

09/21/2022

Date

**STORMWATER FACILITY/INFRASTRUCTURE  
MAINTENANCE AGREEMENT**

**THIS STORMWATER FACILITY/INFRASTRUCTURE MAINTENANCE AGREEMENT** (the "Agreement"), is made and entered into this **21** day of **September**, 20**21**, by and between **GJR DEVELOPMENT** hereinafter "Landowner," and the **City of Pooler, Georgia**, hereinafter "City."

**WITNESSETH:**

**WHEREAS**, the Landowner is the owner of certain real property described as Chatham County Parcel Identification Number(s) 51010 01088 as evidenced by recorded instrument in the real estate records of Chatham County, Georgia, in Book 53 Page 382, hereinafter "Property"; and

**WHEREAS**, the Landowner is proceeding to build on and develop the property; and

**WHEREAS**, the applicable development plan for the Property, which is expressly incorporated herein and made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

**WHEREAS**, the City and the Landowner, its successors and assigns, including any homeowners association, agree the health, safety, and welfare of the residents of the city of Pooler, Georgia, require on-site stormwater management facilities/infrastructure be constructed and adequately maintained on the Property; and

**WHEREAS**, the City requires on-site stormwater maintenance facilities/infrastructure, as included in any applicable development plan for the Property, be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

- 1) The on-site stormwater maintenance facilities/infrastructure shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications in any applicable development plan approved by the City. No changes to the approved stormwater maintenance facilities/infrastructure are permitted without express prior approval by the City.
- 2) The Landowner, its successors and assigns, including any homeowners association, shall at all times adequately maintain the stormwater maintenance facilities/infrastructure. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey stormwater to and from the facilities/infrastructure, as well as all structures, improvements, and vegetation provided to control the quantity and

quality of the storm water. Adequate maintenance is herein defined as keeping the stormwater facilities/infrastructure in good working condition, as acceptable to the City, to ensure performance in accordance with their design functions.

- 3) The Landowner, its successors and assigns, including any homeowners association, shall inspect the stormwater maintenance facilities/infrastructure at least annually. The purpose of the inspection is to assure safe and proper functioning of the stormwater maintenance facilities/infrastructure. The Landowner's annual inspection shall cover all aspects of the stormwater maintenance facilities/infrastructure including without limitation berms, inlet and outlet structure(s), vegetation, infiltration media, pond area(s), access road(s), etc. Any deficiency(ies) shall be noted in the Landowner's annual inspection report, which shall be provided to the City with reasonable promptness upon completion.
- 4) The Landowner, its successors and assigns, including any homeowners association, hereby grants to the City, its authorized agents and employees, a nonexclusive perpetual easement of ingress and egress over, across, under, and through the Property for inspection of the stormwater maintenance facilities/infrastructure. The City may enter upon the Property to inspect the stormwater maintenance facilities/infrastructure for any reason including without limitation to follow up on any reported deficiencies or in response to complaints concerning the Property. If the City identifies any deficiency(ies) through its inspection, the Landowner, its successors and assigns, including any homeowners association, shall be notified of the same.
- 5) In the event the Landowner, its successors and assigns, including any homeowners association, fails to maintain the stormwater maintenance facilities/infrastructure in good working condition as acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns, including any homeowners association. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, its successors and assigns, including any homeowners association. It is expressly understood and agreed the City is under no obligation to routinely maintain or repair the stormwater maintenance facilities/infrastructure on the Property, and in no event shall this Agreement be deemed to impose any such obligation on the City.
- 6) The Landowner, its successors and assigns, including any homeowners association, shall perform all necessary work to keep the stormwater maintenance facilities/infrastructure in good working order. In the event a maintenance schedule for the stormwater maintenance facilities/infrastructure is outlined in any applicable development plan for the Property, such schedule shall be followed.

- 7) In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, including any homeowners association, shall reimburse the City, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
- 8) This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner, its successors and assigns, including any homeowners association, agrees to hold the City harmless from any liability in the event the stormwater maintenance facilities/infrastructure fail to operate properly.
- 9) This agreement shall be recorded among the deed records of Chatham County, Georgia, and shall constitute a covenant running with the land and shall be binding on the Landowner, its successors and assigns, including any homeowners association.
- 10) This Agreement in no way supersedes or alters any applicable federal, state, or local law including without limitation the Code of Ordinances for the City of Pooler, Georgia. In the event this Agreement conflicts with any applicable federal, state, or local law, this Agreement shall be subordinate to any such applicable law(s).
- 11) The Landowner and City hereby agree and expressly consent the provisions herein represent the entire agreement between them. Any other documents and or negotiations are hereby expressly superseded by execution of this agreement unless expressly incorporated herein or attached as an Exhibit.
- 12) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one and the same instrument. Signatures via facsimile or scanned PDF signatures shall be deemed original signatures.
- 13) Should any provision of this Agreement be deemed unenforceable for any reason, the Landowner and City expressly agree such unenforceability shall not affect the remaining provisions of this Agreement. Any conflict arising under a provision deemed unenforceable shall be interpreted and applied according to the laws of the State of Georgia. The remaining unaffected provisions shall be controlled by the express wording therein.

**[SPACE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS HEREOF, the Landowner and City have hereunto set their hand and seals as of the day above written.

[Insert landowner]

Sworn to and subscribed before me  
this 21 day of Sept., 2022.

For: GJR DEVELOPMENT

By: Kinjan Patel, Visvesh Patel  
Kinjan Patel . V. H. Patel



Amber Lynn Dagle  
Attest: \_\_\_\_\_  
\_\_\_\_\_  
(print name above)

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Rebecca Benton, Mayor

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Attest: \_\_\_\_\_  
Kiley Fusco, City Clerk





VICINITY MAP  
NOT TO SCALE

**TITLE DISCLAIMER:**

IT IS NOT WARRANTED THAT THESE DRAWINGS CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAYS, BUILDING LINE SETBACKS, AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED AND THOROUGHLY REVIEWED.

**UTILITY INFORMATION:**

UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES, AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS.



How often should I call before you dig?

GEORGIA UTILITY LOCATION SERVICE  
PHONE: 800-282-7411 OR WWW.GEORGIA811.COM

**CONTRACTOR NOTE:**

THE CONTRACTOR AND/OR ALL SUBCONTRACTORS SHALL INVESTIGATE, ASCERTAIN, AND CONFORM TO ANY AND ALL PERMIT REQUIREMENTS OF ALL THE AFFECTED UTILITY COMPANIES AND/OR REGULATORY AGENCIES WITH REGARD TO MAKING CONNECTIONS TO, OR CROSSING OF THEIR FACILITIES; WORKING WITHIN THEIR RIGHT OF WAY OR EASEMENTS; INSPECTIONS AND ASSOCIATED MONETARY CHARGES; AND/OR SPECIAL BACKFILL REQUIREMENTS. SUCH INVESTIGATION SHALL INCLUDE BUT NOT BE LIMITED TO: THE MAKING OF NECESSARY APPLICATIONS AND PAYMENTS OF ALL REQUIRED FEES.

THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS OR PROFILES ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR/SUBCONTRACTOR TO VERIFY THE FIELD LOCATIONS, ANTICIPATED CLEARANCES, AND THE EXISTENCE OF ANY FACILITIES NOT SHOWN THEREON, AS PART OF THE INVESTIGATIONS IN THE PARAGRAPH ABOVE.

**FINAL DEVELOPMENT PLANS  
FOR**

**Nine Squares  
Pooler, Georgia**

**TRACT OR PARCEL OF LAND LYING IN  
THE 8TH G.M.D  
CITY OF POOLER  
CHATHAM COUNTY, GEORGIA**

**SITE INFORMATION**

PARCEL ID: 51010 01088  
AREA OF LOT: 68,820 S.F. (1.58 ACRES)  
PROPOSED GROSS FLOOR AREA:  
STRIP RETAIL: 8,000 S.F.  
QSR: 2,560 S.F.  
TOTAL: 10,560 S.F.

PERCENTAGE (%) OF BUILDING COVERAGE: 15.3%

ZONING: C-2 - 1-BAY COMMERCIAL DISTRICT

PARKING SPACES REQUIRED  
(RESTAURANTS-1 SPACE FOR EACH 4 SEATS)  
TOTAL RESTAURANT SEATS - 140 SEATS  
REQUIRED - 35 SPACES  
(RETAIL-1 SPACE FOR EACH 1250 S.F. GROSS FLOOR AREA)  
TOTAL RETAIL AREA - 3,600 S.F.  
REQUIRED - 16 SPACES  
EMPLOYEE PARKING - 17 SPACES  
TOTAL PARKING SPACES REQUIRED: 68  
TOTAL ADA PARKING SPACES REQUIRED: 3  
TOTAL PARKING SPACES PROVIDED: 78  
TOTAL ADA PARKING SPACES PROVIDED: 4

PARKING/SIDEWALK AREA: 45,199 S.F. (1.04 ACRES) (65.7%)

TOTAL IMPERVIOUS AREA: 55,760 S.F. (1.28 ACRES) (81.0%)  
TOTAL PERVIOUS AREA: 13,060 S.F. (0.30 ACRES) (19.0%)

PROPOSED LAND DISTURBANCE AREA: 66,878 S.F. (1.53 ACRES)

EXISTING SITE CONDITIONS:  
VACATE GRASS LOT WITH SHARED ACCESS ROADWAYS ALONG THE SOUTHEAST PROPERTY.

PROPOSED CONSTRUCTION ACTIVITIES:  
NEW STRIP RESTAURANT/RETAIL CENTER AND QSR WITH PARKING LOT AND UTILITIES.

**OWNER/24-HOUR CONTACT**

GJR DEVELOPMENT, LLC  
TONY PATIL  
108 8TH STREET CRESCENT  
COCHIRAN, GA 31014  
678.431.6427

**ARCHITECT**

JSO SERVICES, LLC  
JOHN ODOM, R.A.  
99 MEADOWBROOK  
COUNTRY CLUB ESTATES  
BALLWIN, MO 63011  
417.343.2602

**CIVIL ENGINEER**

RDC, LLC  
TODD REYLING, P.E.  
4516 BOARDWALK  
SMITHTON, IL 62285  
618.530.1694

**SURVEYOR**

WELLSSTON ASSOCIATES  
LAND SURVEYORS, LLC  
506 OSIGIAN BLVD, SUITE 2  
WARNER ROBINS, GA 31088  
478.971.3382

**SITE LEGEND**

Table with columns for EXISTING and PROPOSED utility lines (Electric, Water, Sewer, etc.) and their corresponding symbols. Includes notes like 'PROPOSED' and 'EXISTING' for various utility types.

**CIVIL SHEET INDEX**

- C000 COVER SHEET
- C001 CIVIL CONSTRUCTION NOTES
- C100 EXISTING TOPOGRAPHY AND DEMOLITION PLAN
- C200 CIVIL SITE PLAN
- C201 CIVIL SITE PLAN - HORIZONTAL CONTROL
- C300 GRADING PLAN
- C400 EXISTING DRAINAGE AREA MAP
- C401 PROPOSED DRAINAGE AREA MAP
- C402 STORM SEWER DRAINAGE PLAN
- C500 SITE UTILITY PLAN
- C600 EROSION AND SEDIMENT CONTROL PLAN - CLEARING PHASE
- C601 EROSION AND SEDIMENT CONTROL PLAN - GRADING PHASE
- C602 EROSION AND SEDIMENT CONTROL PLAN - FINAL PHASE
- C603 EROSION AND SEDIMENT CONTROL PLAN NOTES
- C700-C704 CONSTRUCTION DETAILS
- C800 TURNING MOVEMENTS

**UTILITY CONTACTS**

- WATER: CITY OF POOLER PUBLIC WORKS 912.330.8650
- ELECTRIC: RELIANT ENERGY 877.711.2943
- GAS: GAS SOUTH 855.427.7688
- SANITARY SEWER: CITY OF POOLER PUBLIC WORKS 912.330.8650
- STORM SEWER: CITY OF POOLER PUBLIC WORKS 912.330.8650
- COMMUNICATIONS: COX COMMUNICATIONS 478.784.8000

**SIGNAGE NOTE:**

ALL BUILDING AND MONUMENT SIGNAGE WILL BE PERMITTED SEPARATELY.

**SURVEY/TOPOGRAPHY NOTE:**

THE BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THESE PLANS WAS PREPARED FROM AN ACTUAL FIELD SURVEY PROVIDED BY WELLSSTON ASSOCIATES LAND SURVEYORS, LLC. ALL EXISTING INFORMATION PRESENTED IN THESE PLANS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. ANY DISCREPANCIES IN THESE PLANS SHALL BE MADE AWARE TO THE OWNER, ARCHITECT, AND ENGINEER PRIOR TO BEGINNING CONSTRUCTION.

**GPS LOCATION OF CONSTRUCTION EXIT:**

LATITUDE: 32.0937° N  
LONGITUDE: 81.2729° W

**PROJECT PHASING:**

THIS PROJECT WILL BE COMPLETED IN ONE PHASE.



LICENSE EXPIRES: 12/31/2022  
DATE ISSUED: 11/17/2022  
EXPIRES: 12/31/2022  
TODD J. REYLING, P.E.  
Georgian PE 041448

Professional Seal of Registration  
I HEREBY CERTIFY THAT I AM THE  
HOLDING ENGINEER AND AM RESPONSIBLE FOR THE  
DESIGN AND CONSTRUCTION OF THE PROJECT  
SHOWN ON THESE PLANS AND THAT I AM A  
LICENSED PROFESSIONAL ENGINEER.  
TODD J. REYLING, P.E.  
GEORGIA PE 041448

Table with columns: ISSUED, REVISED, DATE. Contains various revision records for the project.

PROJECT NUMBER: 22-108

New Ground Up Building:  
**Nine Squares**  
1541 Pooler Parkway  
Pooler, GA 31322  
Chatham County

Cover Sheet  
**C000**



**GENERAL SITE NOTES:**

ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST CITY OF POOLER, CHATHAM COUNTY, GEORGIA, AND THE GEORGIA DEPARTMENT OF TRANSPORTATION CODES, STANDARDS AND SPECIFICATIONS.

ANY CITY OF POOLER OR CHATHAM COUNTY, GEORGIA, INFRASTRUCTURE (ABOVE OR BELOW GRADE, VISIBLE OR NOT) OR PROPERTY DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY OR COUNTY.

ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE LOCAL, STATE, AND FEDERAL CODE REQUIREMENTS WHEN CODES ARE IN CONFLICT, THE MORE STRINGENT SHALL APPLY.

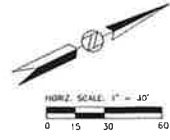
ALL SIGNAGE AND PAVEMENT MARKINGS SHALL COMPLY WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), OR AS OTHERWISE SPECIFIED. INSTALLATION OF ALL SIGNS SHALL BE GOVERNED BY LOCAL CODES.

THE CONTRACTOR IS RESPONSIBLE TO HAVE ALL EXISTING UTILITIES LOCATED AND PROTECTED DURING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER AT LEAST THIRTY (30) DAYS PRIOR TO ANY SITE WORK FOR IDENTIFICATION OF EXISTING UTILITIES.

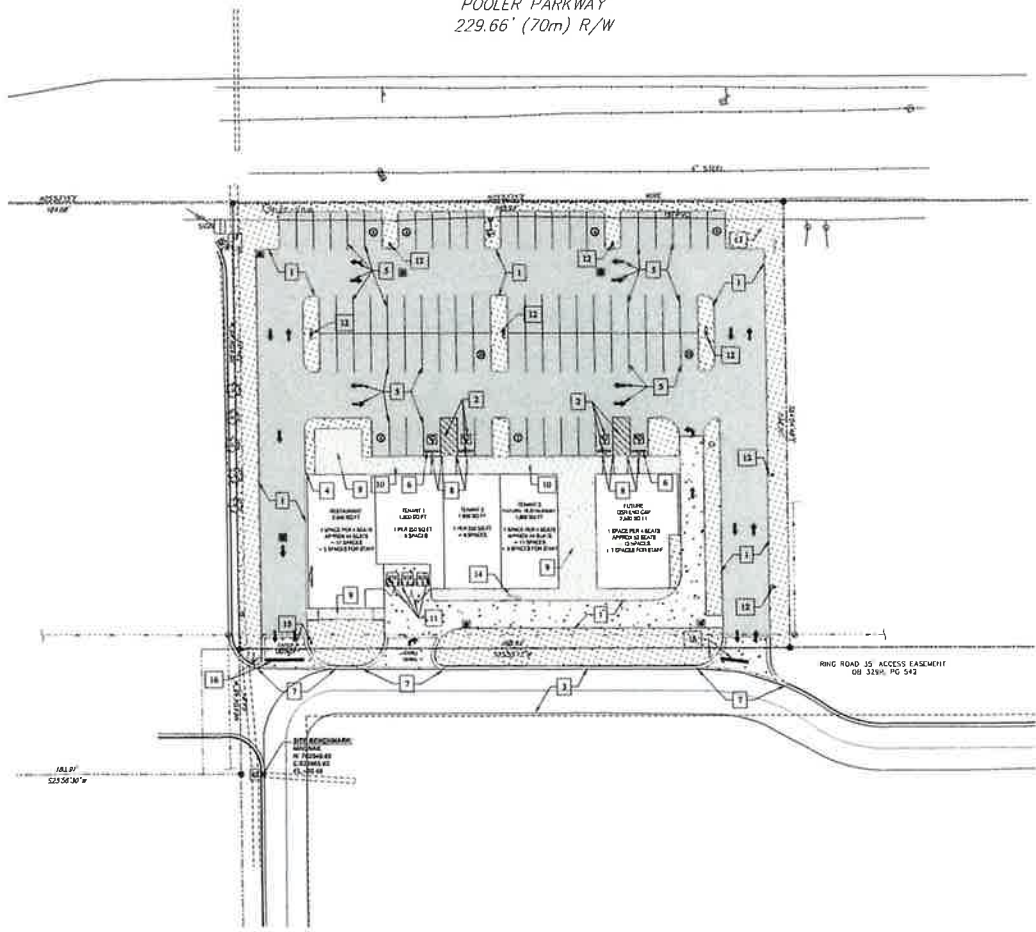
THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT THE PROJECT SITE BEFORE BEGINNING CONSTRUCTION.

**SITE PAVING LEGEND:**

- 
- 
- 
- 



POOLER PARKWAY  
229.66' (70m) R/W



**CIVIL SITE KEY NOTES:**

- 1 PROPOSED 6" PCC CURB, SEE DETAIL.
- 2 PROPOSED ACCESSIBLE PARKING STALL, STRIPING AND SIGNAGE, SEE DETAIL.
- 3 EXISTING ROADWAY AND CURB TO REMAIN. PROJECT IN PLACE.
- 4 PROPOSED PIPE BOLLARD, SEE DETAIL.
- 5 PROPOSED 4" WIDE PARKING STALL STRIPING AND WHITE PAVEMENT MARKING, TRAFFIC WHITE PAINT PER DETAIL. SEE PLAN FOR TYPICAL DIMENSIONS.
- 6 PROPOSED CONCRETE PARKING BLOCK, SEE DETAILS.
- 7 CONTRACTOR TO SAWCUT EXISTING PAVEMENT TO MAKE SMOOTH TRANSITION FROM PARKING LOT/DRIVE LANE PAVEMENT.
- 8 PROPOSED PCC CURB TAPER TO MATCH PAVEMENT AND/OR SIDEWALK GRADE.
- 9 PROPOSED CONCRETE SIDEWALK AND PATIO AREA. CONTRACTOR SHALL CONSTRUCT TO MEET CURRENT ADA STANDARDS.
- 10 PROPOSED INTEGRAL/THURNDOWN CURB AND SIDEWALK, SEE DETAIL. CONTRACTOR SHALL CONSTRUCT TO MEET CURRENT ADA STANDARDS.
- 11 PROPOSED TRASH ENCLOSURE WITH PIPE BOLLARDS, SEE DETAIL AND ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.
- 12 PROPOSED PARKING LOT LIGHTING. SEE SITE LIGHTING PLAN FOR DETAILS.
- 13 PROPOSED PYLON SIGN, SEE ARCHITECTURAL PLANS FOR DETAILS.
- 14 FUTURE DRIVE THRU MENU BOARD WITH BREAKER SYSTEM, SEE ARCHITECTURAL PLANS FOR DETAILS. CONTRACTOR INSTALL SLITS WITH PULL WIRE FOR FUTURE USE.
- 15 PROPOSED EXIT AND DO NOT ENTER SIGN, SEE ARCHITECTURAL PLANS FOR DETAILS.
- 16 PROPOSED STOP SIGN AND STOP BAR TO MEET THE CITY OF POOLER REQUIREMENTS.

Architect  
**JSO**

Civil Engineer  
**RDC**  
REYLING DESIGN & CONSULTING  
4516 Rossmore Ln., Ste 101, Pooler, GA 31322  
reyling@rdgmar.com

LICENSE EXPRES: 12/31/2027  
DATE SIGNED: 11/11/2022

**DESIGN CONTROL CERTIFICATION**

I, the undersigned, hereby certify that I am the author of the design and that I am a duly licensed Professional Engineer in the State of Georgia. I have prepared this design in accordance with the Georgia Professional Code and the Georgia Engineering Code. I have not been convicted of any crime involving moral turpitude.

DESIGN MEMBER	DATE

PROJECT NUMBER: 22-108

New Ground Up Building:  
**Nine Squares**  
1541 Pooler Parkway  
Pooler, GA 31322  
Chatham County

Civil Site Plan  
**C200**

## GENERAL PLANTING NOTES

- PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE OFFICE OF THE OWNER AND THE ARCH/LANDSCAPE ARCH FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF THE WORK.
- LANDSCAPE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND SERVICE NECESSARY TO FURNISH AND INSTALL PLANTINGS AS SPECIFIED HEREIN AND AS SHOWN ON THESE PLANS.
- NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT LANDSCAPE ARCH OR OWNER'S REPRESENTATIVE'S APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED. LANDSCAPE ARCH RESERVES THE RIGHT TO REVISE PLANT LIST AS DEEMED NECESSARY.
- ALL PLANT LOCATIONS ARE APPROXIMATE. ADJUST AS NECESSARY TO AVOID CONFLICTS.
- UTILITIES HAVE BEEN SHOWN ON THE PLAN FOR ROUGH LOCATION OF SERVICES. CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE WORK. LOCATE EXACT UTILITY LOCATIONS BY CONTACTING KANSAS ONE-CALL CENTER. CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE HE MAY CAUSE TO UTILITIES.
- SOD/SEED TYPE (PER OWNER) SHALL BE LOCALLY AVAILABLE CENTIPEDE GRASS OR OTHER TURF GRASS RECOMMENDED FOR THE SPECIFIC AREA (VERIFY TYPE WITH OWNER).
- RE-ESTABLISH TURF IN AREAS DISTURBED BY GRADING OR UTILITY TRENCHING IN THE R.O.W.
- RE-ESTABLISH TURF IN ALL AREAS DISTURBED BY THE CONSTRUCTION PROCESS AND WITHIN THE LIMITS OF DISTURBANCE BY SEED, SOD OR PLANNED PLANTING AREAS, AS NOTED ON PLAN.
- BACKFILL FOR PLANT EXCAVATIONS TO BE CLEAN NATURAL SOIL EXCAVATED FROM PLANTING PITS MIXED WITH COMPOST AND WELL-ROTTED MANURE AT A RATIO OF THREE (3) PARTS SOIL TO ONE (1) PART COMPOST AND WELL-ROTTED MANURE.
- FERTILIZE ALL PLANTS WITH 6-10-4 COMMERCIAL FERTILIZER AS DIRECTED BY INSTRUCTIONS ON FERTILIZER.
- ALL PLANT MATERIALS SHALL HAVE BACKFILL CAREFULLY PLACED AROUND BASE AND SIDES OF BALL TO TWO-THIRDS (2/3) DEPTH OF BALL, THEN THOROUGHLY SOAKED WITH WATER TO ALLOW SETTLEMENT. ALL WIRE, BURGLAR FASTENERS AND LOOSE BURGLAR AROUND BASE OF TRUNK SHALL BE REMOVED AT THIS TIME. REMAINDER OF PIT SHALL THEN BE BACKFILLED, ALLOWING FOR DEPTH OF MULCH, SAUCER AND SETTLEMENT OF BACKFILL. BACKFILL SHALL THEN BE THOROUGHLY WATERED ONCE AGAIN.
- ALL PLANT MATERIALS SHALL BE PROTECTED FROM THE DRYING ACTION OF THE SUN AND WIND AFTER BEING DUE WHILE BEING TRANSPORTED, AND WHILE AWAITING PLANTING. BALLS OF PLANTS WHICH CANNOT BE PLANTED IMMEDIATELY SHALL BE PROTECTED FROM DRYING ACTION BY COVERING THEM WITH MOST MULCH. PERIODICALLY, APPLY WATER TO MULCH-COVERED BALLS TO KEEP MOIST. IF PLANTING SHOULD OCCUR DURING GROWING SEASON, APPLY ANTI-DESICCANT TO LEAVES BEFORE TRANSPORT TO REDUCE UNLIKELIHOOD OF WINDBURN. REAPPLY ANTI-DESICCANT AFTER PLANTING TO REDUCE TRANSPIRATION.
- STEEL EDGER BY "PROSTEEL, INC." EDGER TO BE 10 GAUGE (1/8" x 4" HIGH) AND PAINTED GREEN. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. TOP OF EDGER TO ALIGN WITH SIDEWALK/CURB WHERE OCCURS. GRADE TO BE 1" BELOW TOP OF EDGER ON LAWN SIDE. REFER TO EDGER DETAIL.
- INSTALL SMALL RIVER ROCK IN PLANT BEDS AROUND BUILDING, AS NOTED ON PLAN, WITH A GEOTEXTILE FABRIC UNDERNEATH. SAMPLE OF SMALL RIVER ROCK SHALL BE PROVIDED PRIOR TO INSTALLATION. SIZE OF SMALL RIVER ROCK TO BE 2" TO 4".
- PLACE 4" OF MULCH IN ALL TREE SAUCERS. AREAS RECEIVING MULCH ARE TO BE FREE OF WEEDS AND GRASS.
- THE CONTRACTOR SHALL PROVIDE ALL WATER, WATERING DEVICES AND LABOR NEEDED TO IRRIGATE PLANT MATERIALS UNTIL ACCEPTANCE OF THE PROJECT'S PLANT MATERIALS. THE CONTRACTOR SHALL SUPPLY ENOUGH WATER TO MAINTAIN THE PLANT'S HEALTHY CONDITION.
- LANDSCAPE CONTRACTOR TO REMOVE TREE STAKES AND ALL DEAD WOOD ON TREES ONE YEAR AFTER PROVISIONAL/FINAL ACCEPTANCE.
- REPORT ANY DISCREPANCIES IN THE PLANTING PLAN TO THE LANDSCAPE ARCHITECT PRIOR TO STARTING CONSTRUCTION.

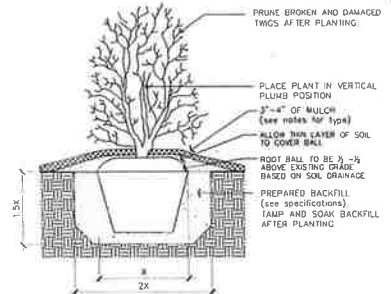
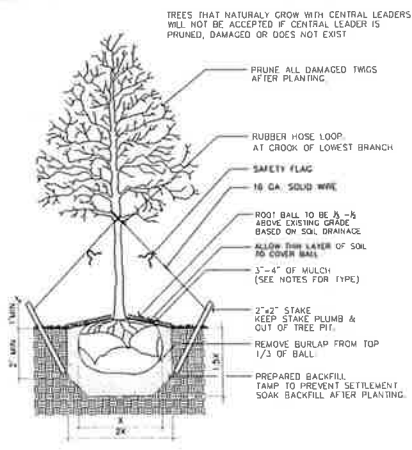
## PLANTING LEGEND



## LANDSCAPE CODE CALCULATIONS

- REQUIRED: 15 TREES PER DISTURBED ACRE PROVIDED: 1.5 ACRES X 15 = 22.5 OR SAY 23 TREES PROVIDED
- REQUIRED: 1 TREE PER 12 PARKING SPACES PROVIDED: 78 PARKING SPACES / 12 = 6.5 OR SAY 7 TREES PROVIDED
- REQUIRED: MINIMUM 500 SF LANDSCAPE PER 12 PARKING SPACES PROVIDED: 78 PARKING SPACES / 12 = 6.5 X 500 = 3,250 PROVIDED: 3,033 SF LANDSCAPED AREA IN PARKING LOT

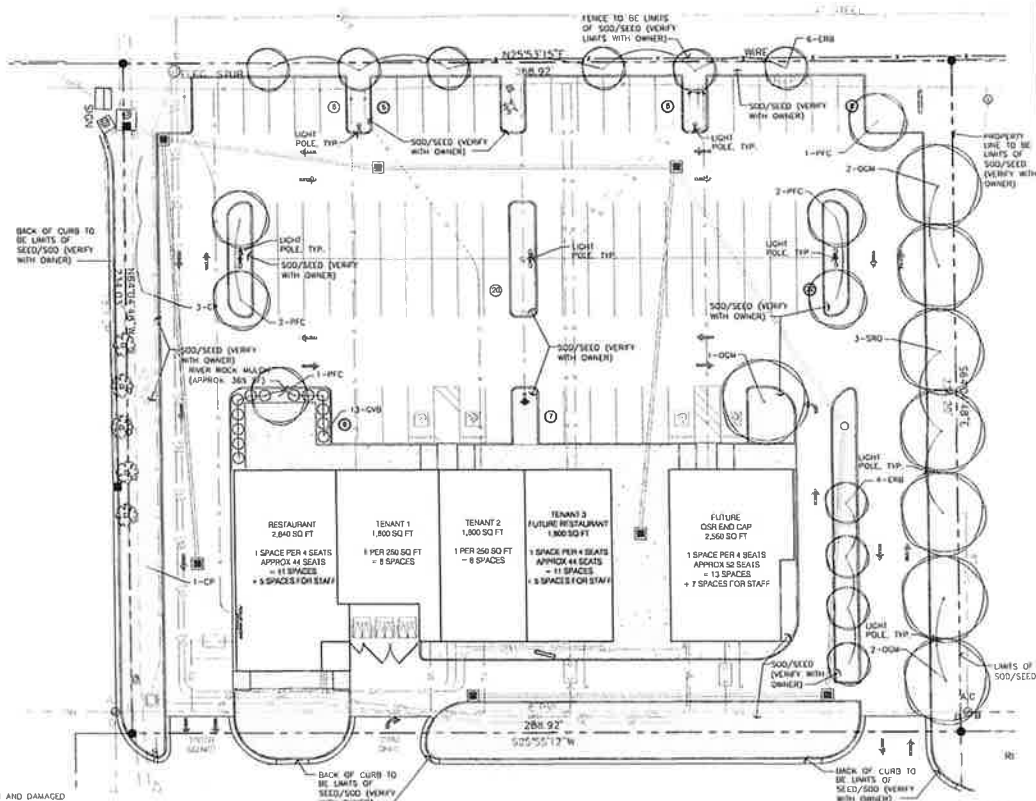
UTILITIES SHOWN REPRESENT THE BEST INFORMATION AVAILABLE FOR DESIGN. ADDITIONAL UTILITIES MAY BE PRESENT ON THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTH AND SIZE OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE CAUSED BY THE FAILURE TO DO SO.



1 TREE PLANTING DETAIL IN TURF AREAS NO SCALE

2 SHRUB PLANTING DETAIL

POOLER PARKWAY 229.66' (70m) R/W



## SITE PLANTING PLAN

1" = 20'-0"

## PLANT MATERIAL SCHEDULE

TAG	QTY	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
		SHADE TREES		
OCM	5	DESIGNER GLORY MAPLE	AZER BIUMUM 'DESIGNER GLORY'	2" CAL
SOD	3	SOUTHERN RED OAK	QUERCUS FALCATA	2" CAL
		ORNAMENTAL TREES		
PEC	8	ORNAMENTAL CRABAPPLE	MALUS 'PIRAMIDALE'	2" CAL
ENB	10	EASTERN REDBUD	GLORIOS CANADENSIS	2" CAL
		AMERICAN SHRUBS		
OCM	13	GREEN VELVET BOXWOOD	BUXUS 'GREEN VELVET'	1 CAL

**NINE SQUARES**  
1541 Pooler Parkway  
Pooler, GA  
Chatham County

Issued/Revised	Date
Per City Review	11.30.22

TERI FARHA  
LANDSCAPE DESIGNER  
terifarha@csa.com  
Wichita, KS 67218

## PLANTING PLAN

DATE
April 15, 2022
July 3, 2022
August 8, 2022
November 30, 2022

LS1



## Site Plan Approval Standards

The site plan approval process is intended to provide the general public, planning commission, and city council with information pertinent to how a new development will affect the surrounding area and the city as a whole. Site plan approval does not constitute approval of any other zoning action or permit.

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted development upon property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by city council in approving any site plan:

- Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;
- provides for adequate pedestrian and traffic access;
- provides adequate space for off-street parking and loading/unloading zones where applicable;
- provides for appropriate location, arrangement, size, and design of buildings, lighting, signs, giving due consideration to the applicable zoning district(s);
- is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties;
- the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
- the proposed development site is adequately served by other public services to account for current or projected needs;
- provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
- provides adequate landscaping, including the type and arrangement of trees, shrubs, and other landscaping, which may (or may not) provide a visual or noise-detering buffer between adjacent properties; *and*
- Provides for improvements in accordance with all applicable federal, state, and local laws including without limitation, the Code of Ordinances for the City of Pooler.

## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Site Plan/Landscape Plan for Walk On's Restaurant and Vet Center on Half Moon Way

### **Background & Discussion:**

Jay Maupin, with Maupin Engineering, presented the site plan to the P&Z Board for their and recommendation. The project will consist of a 7,200 sq. ft. sports bar restaurant and a 5,200 sq. ft. vet clinic and the infrastructure to support it.

### **Planning and Zoning Recommendation:**

P & Z recommends approval of the site plan/landscape plan for Walk On's Restaurant & Vet Center contingent upon the following:

- *A westbound right turn deceleration lane on Blue Moon Xing being proposed under this project.*
- *A modification to the southbound approach at Half Moon Way and Blue Moon Xing is being proposed under the Towne Place Pooler project. This modification includes a left turn lane and thru/right turn lane on the southbound approach to the intersection.*
- *The approval of the site plan shall be contingent upon the remaining traffic improvements, proposed under Towne Place Pooler, attaining site plan approval. The full extent of traffic improvements must be approved and a resubmittal of plans showing the complete scope of the traffic improvements must be provided, prior to a preconstruction meeting being scheduled.*
- *It shall be noted that a certificate of occupancy shall not be issued until the Water Distribution and the Sanitary Sewer System falling under the scope of Towne Place Pooler project have been permitted, constructed, and accepted by the City.*

### **Staff Recommendation:**

Staff concurs with Planning & Zoning.



December 13<sup>th</sup>, 2022

Jay A. Maupin, P.E.  
Maupin Engineering  
114 W 42nd St  
Savannah, GA 31401

Dear Mr. Maupin,

I am pleased to provide you with a recommendation for Conditional Approval of the site plans for 'Walk On's & Vet Center', which is provided below.

**Site Plan Review**

<u>Submittal Documents:</u>	Site Development Plans.....	Nov. 2022
	Stormwater Maintenance Agreement.....	Nov. 2022
	GSWCC Approval of ES&PC Plans.....	Nov. 2022
	Geotechnical Report.....	Sep. 2022
	Stormwater Management Report.....	Sep. 2022
	Traffic Impact Analysis (Revised).....	Sep. 2022
	Exhibit - Intersection Improvement.....	Oct. 2022
	Lighting Fixture Spec Sheet.....	Oct. 2022

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the City of Pooler. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the local, State and Federal Laws and Engineering Standards, and all Development Codes that apply to the City of Pooler. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and City ordinances and regulations. All the required testing data, plans and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.





**EOM Operations**  
*Your solution to a better tomorrow*

To the best of our knowledge, it is our opinion that the plans are in general conformance with the City of Pooler's applicable design standards, codes and ordinances. We hereby recommend Conditional Approval of the site development plans, subject to the following contingencies:

1. The proposed traffic improvements, as demonstrated in the traffic impact analysis, are designed to achieve the minimum standard of traffic operations. These improvements are being permitted separately, and are as follows:
  - a. A westbound right turn deceleration lane on Blue Moon X'ing being proposed under this project (Walk On's & Vet Center)
  - b. A modification to the southbound approach at the Half Moon Way & Blue Moon X'ing is being proposed under the Towne Place Pooler project. This modification includes a left turn lane and a thru/right turn lane on the southbound approach to the intersection.

The approval of the site development plans for Walk On's & Vet Center, shall be contingent upon the remaining traffic improvements, proposed under Towne Place Pooler, attaining site plan approval. The full extent of traffic improvements must be approved and a resubmittal of plans showing the complete scope the traffic improvements must be provided before scheduling the pre-construction meeting.

2. It shall be noted that a Certificate of Occupancy will not be issued until the Water Distribution and Sanitary Sewer Systems falling under the scope of the Towne Place Pooler project have been permitted, constructed, and accepted by the City of Pooler. This is because a critical portion of the water distribution and sanitary sewer system are being permitted and constructed by the Towne Place Pooler project, and Walk On's & Vet Center will be unable to be served by utilities without the other project's completion.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or (912) 445-0050 ext. 4400.

Sincerely,

*Trevor Shoemaker*

**Trevor Shoemaker**

Project Manager

EOM

CC: Brian Crooks, AICP; City Planner - City of Pooler  
Kimberly Dyer, CFM; Zoning Administrator - City of Pooler  
Liberto Chacon, PE; Sr. Vice President – EOM  
Cynthia Phillips; Sr. Engineering Manager – EOM  
Keith Stewart; Project Engineer - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882





RECEIVED

JUL 11 2022

ZONING DEPARTMENT

Project # 220833

# Site Plan Application (page 1 of 3)

Applicant <u>Robert Forest</u>		
Mailing address <u>12595 Crabapple Rd Milton Ga 30004</u>		
City <u>Milton</u>	State <u>GA</u>	Zip <u>30004</u>
Telephone ( <u>404</u> ) <u>514-8575</u>	Fax ( )	
Property Owner(s) _____		
Mailing address _____		
City _____	State _____	Zip _____
Telephone ( ) _____	Fax ( ) _____	
Contact Person(s) <u>Jay Maupin</u>		
Mailing address <u>114 W 42nd Street, Savannah, GA 31401</u>		
City <u>Savannah</u>	State <u>GA</u>	Zip <u>31401</u>
Telephone ( <u>912</u> ) <u>235-2915</u>	Fax ( ) _____	E-mail <u>jay@maupinengineering.com</u>
Location address <u>0 Pooler Parkway</u>		
Current Zoning _____	Parcel Identification Number <u>51009 01078</u>	
Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property: _____		
_____		
_____		
_____		
_____		



June 30, 2022

Kimberly Classen  
City of Pooler  
100 US Hwy 80  
Pooler, GA 31322

Project: Walk On's/Vet Center  
**Submittal#1 Site Plan Documents**

Dear Ms. Classen,

This is the first submittal for the Walk On's / Vet Center. The project is located at 0 Pooler Parkway; PIN is 51009 01078. Attached you will find a PDF copy of the site plans and checklist, hydro report, site plan application & checklist, owner authorization, taxes dues. A submittal check in the amount of 1900 should accompany submittal from Coastal Engineering. Feel free to contact me with any questions.

Should you have any questions, feel free to contact us.

Sincerely,  
**Maupin Engineering, Inc.**



Jay Maupin, PE

**RECEIVED**  
JUL 11 2022  
ZONING DEPARTMENT

**GENERAL CONSTRUCTION NOTES:**

ALL CONSTRUCTION SHALL BE IN CONFORMANCE TO THE CURRENT CITY OF POOLER DESIGN STANDARDS, SPECIFICATIONS AND DETAILS OR AS OTHERWISE ISSUED FOR THIS PROJECT. IN CASE OF CONFLICT BETWEEN THESE PLANS AND THE CITY OF POOLER'S ORDINANCES, STANDARDS, SPECIFICATIONS OR DETAILS, THE CITY OF POOLER STANDARDS ARE TO TAKE PRECEDENCE.

1. LAYOUT TO BE CONTROLLED BY EXISTING BENCHMARK.
2. DIMENSIONS TO CURB AND GUTTER ARE TO FACE OF CURB.
3. DIMENSIONS TO WALK ARE TO FACE OF WALK.
4. DIMENSIONS TO BUILDING ARE TO FACE OF BUILDING.
5. DIMENSIONS TO STRIPING IS TO CENTERLINE OF STRIPING.
6. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
7. ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
8. BLUE METAL REFLECTIVE SIGN AT LEAST 12" IN WIDTH AND 18" IN LENGTH AND ERRECTED AT 7' ABOVE GRADE IN SUCH MANNER SO AS TO BE CLEARLY VISIBLE TO THE PARKING VEHICLE. THE SIGN SHALL HAVE PRINTED IN WHITE LETTERS NOT LESS THAN ONE INCH IN HEIGHT ON THREE SEPARATE LINES AND CENTERED THE FOLLOWING WORDS: "PERMIT PARKING ONLY", "TOW-AWAY ZONE" AND "MAXIMUM FINE \$500.00". SUCH SIGNS SHALL ALSO DISPLAY THE SYMBOL FOR HANDICAP ACCESSIBILITY CENTERED BETWEEN THE SECOND AND THIRD LINES. VAN ACCESSIBLE SPACE SHALL HAVE ADDITIONAL SIGN WITH THE FOLLOWING WORDS: "VAN ACCESSIBLE".
9. TRAFFIC CONTROL DEVICES SHALL BE USED ON ALL WORK ON THIS PROJECT IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" CURRENT EDITION. THE COST TO COMPLY SHALL BE INCLUDED IN THE OVERALL COST OF THE PROJECT.
10. REFERENCE SURVEYS:
  - 10.1. BOUNDARY & TOPOGRAPHIC SURVEY - PREPARED BY YAWN LAND SURVEYS, LLC (1/27/2018).
  - 10.2. VERTICAL DATUM: NAVD83 HORIZONTAL DATUM: NAD83
  - 10.3. PROJECT IS ON STATE PLANE COORDINATES.
  - 10.4. MAUPIN ENGINEERING, INC. DOES NOT ACCEPT ANY RESPONSIBILITY FOR ACCURACY OF PROVIDED SURVEY INFORMATION.
  - 10.5. ONLY ABOVE GROUND, READILY VISIBLE STRUCTURES, UTILITIES AND SURFACE PAINT MARKINGS WERE LOCATED FOR THIS SURVEY. THIS SURVEYOR MAKES NO WARRANTY OR GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF ANY BELOWGROUND, NON-VISIBLE UTILITIES OR STRUCTURES. CONTRACTOR SHALL FIELD VERIFY LOCATION, TYPE, SIZE, MATERIAL AND GENERAL CONDITION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  11. ALL GRADED EARTH NOT OTHERWISE STABILIZED WITH BUILDING, PAVEMENT OR VEGETATION SHALL BE GRASSED OR SOODED.
  12. OWNER SHALL ACCEPT MAINTENANCE OF THE STORM DRAINAGE SYSTEM, INCLUDING ROOF DRAIN CONNECTIONS, WITHIN THE LIMITS OF THE PROPERTY. CITY OF POOLER WILL NOT MAINTAIN THE STORM DRAINAGE SYSTEM WITHIN THE PROPERTY. THIS SITE IS DESIGNED TO DISCHARGE STORM WATER RUNOFF INTO THE APPROVED MASTER DRAINAGE CONVEYANCE AND DETENTION SYSTEM.
  13. DITCHES, ALL DRAINAGE STRUCTURES, ORICES AND PAVEMENT ELEVATIONS SHALL BE SURVEYED FOR "AS-BUILT" DRAWINGS ALONG WITH THE WATER AND SANITARY SEWER SERVICES.
  14. ADJUST EXISTING MANHOLE FRAMES, GRATES AND VALVE BOXES TO GRADE AS NEEDED.
  15. ALL STORM DRAIN PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC.
  16. MATCH EXISTING PAVEMENT GRADE ELEVATIONS WHERE CONNECTING TO EXISTING PAVEMENT.
  17. FILL BENEATH BUILDINGS SHALL BE COMPACTED IN ACCORDANCE WITH BUILDING STRUCTURAL SPECIFICATIONS.
  18. CONTRACTOR TO FIELD VERIFY DURING CONSTRUCTION ANY EXISTENCE OF SUB-SURFACE DEBRIS OR ORGANIC MATERIAL. ANY SUB-SURFACE DEBRIS OR ORGANIC MATERIAL FOUND SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 7' BELOW GRADED AGGREGATE BASE IN PAVEMENT AREAS AND 7' BELOW BOTTOM OF FOOTINGS FOR BUILDINGS. CONTRACTOR SHALL CONSULT WITH BUILDING STRUCTURAL ENGINEER FOR ANY WORK BENEATH OR ADJACENT TO BUILDING AND/OR ABOVE OR BELOW GRADE STRUCTURES). IF EXCESSIVE DEBRIS OR ORGANIC MATERIAL IS FOUND, ENGINEER SHALL BE CONTACTED FOR INSPECTION. REMOVAL OF INSPECTED MATERIAL SHALL BE DIRECTED BY THE ENGINEER.
  19. ALL EROSION AND SEDIMENT CONTROL DEVICES (BMPs) SHALL BE CONSTRUCTED SIMULTANEOUSLY WITH THE DISTURBANCE OF THE LAND AND SHALL REMAIN FUNCTIONAL AND BE MAINTAINED BY CONTRACTOR UNTIL THE CONTRIBUTING DISTURBED AREAS ARE STABILIZED IN ACCORDANCE WITH THE GOVERNING NPDES GENERAL PERMIT.
  20. IF A RIGHT-OF-WAY ENCRoACHMENT PERMIT MUST BE OBTAINED, AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN SUCH PERMIT.
  21. THE CITY OF POOLER INSPECTIONS DEPARTMENT RESERVES THE RIGHT TO ACCESS PROPERTY TO INSPECT STORM WATER FACILITIES AT ANY TIME.
  22. CHLORINATED, DISINFECTED WATER SHALL NOT BE DISCHARGED INTO THE STORM WATER SYSTEM.
  23. TRAFFIC CONTROL AND FLOW SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
  24. A MINIMUM SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN ALL INSTALLED OR RELOCATED UTILITIES AND LARGE AND MEDIUM TREES.
  25. ANY AND ALL STREET LIGHTING, LANDSCAPE, SIDEWALK AND ACCESSIBILITY REQUIREMENTS TO BE PERFORMED, DESIGNED AND/OR CONSTRUCTED SHALL BE COORDINATED WITH CIVIL ENGINEER.
  26. CONTRACTOR SHALL REFER TO ARCHITECTURAL AND/OR MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR THE ROOF DRAIN SYSTEM. COLLECTION AND DISCHARGE SHALL BE COORDINATED WITH CIVIL ENGINEER.
  27. SITE CIVIL PLANS SHALL TERMINATE 5' FROM BUILDING FACE UNLESS OTHERWISE NOTED. CONTINUATION OF WATER, SANITARY SEWER AND STORM DRAINAGE LATERALS SHALL BE COORDINATED WITH BUILDING CONTRACTOR IN ACCORDANCE WITH ARCHITECTURAL AND/OR MECHANICAL, ELECTRICAL AND PLUMBING PLANS.
  28. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE TO THE APPROPRIATE JURISDICTIONS APPROVED CONSTRUCTION SPECIFICATIONS AND DETAILS.
  29. THE OWNER, OWNERS REPRESENTATIVES, CITY OF POOLER AND OTHER REGULATORY AGENCIES SHALL HAVE THE RIGHT TO ACCESS THE SITE AT ANY TIME FOR PURPOSES OF OBSERVING WORK PERFORMED.
  30. ALL UTILITIES ARE SHOWN AS APPROXIMATE ON THE PLANS AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR. SOME UTILITIES AND SERVICE LINE LOCATIONS ARE UNKNOWN AND NOT SHOWN ON THE PLANS. THIS DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO PROTECT EXISTING UNDERGROUND FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID UTILITY LOCATE TICKET FROM THE GEORGIA UTILITIES PROTECTION CENTER (811/800-282-7411), AND COORDINATION WITH OTHER SUCH LOCAL UTILITIES AS MAY BE REQUIRED.
  31. THE CONTRACTOR WILL PROTECT ALL TREES NOTED TO REMAIN WITHIN AND ADJACENT TO THE CONSTRUCTION ZONE. ANY UNAUTHORIZED REMOVAL OF TREES NOTED TO REMAIN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REESTABLISH TO THE SATISFACTION OF THE ENGINEER.
  32. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL BORROW MATERIAL NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT. ALL BORROW MATERIAL SHALL BE CLEAN AND FREE OF DEBRIS AND ORGANIC MATERIAL AND SUFFICIENT TO COMPACT TO A MINIMUM BEARING CAPACITY OF 2,500PSF OR AS OTHERWISE SPECIFIED.
  33. ALL ITEMS CLEARED OR DEMOLISHED FROM THE SITE, INCLUDING SPECIAL MATERIAL TO BE REMOVED FOR OFF-SITE DISPOSAL ARE THE PROPERTY OF THE CONTRACTOR UNLESS THEY ARE TO BE REUSED ON THE SITE OR OTHERWISE NOTED. NO BURRYING OR BURNING OF DEBRIS WILL BE ALLOWED ON THIS SITE.
  34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING BEST MANAGEMENT PRACTICES (BMPs) ON THE SITE AT ALL TIMES IN ACCORDANCE WITH THESE PLANS AND THE "MANUAL FOR EROSION AND SEDIMENT CONTROL OF GEORGIA".

**GENERAL DEVELOPMENT NOTES:**

1. PIN: S1009 01078  
ADDRESS: 0 POOLER PARKWAY  
POOLER, GEORGIA 31322
2. TOTAL LAND ACREAGE = 2.56(±) AC  
TOTAL DISTURBED ACREAGE = 1.9(±) AC
3. EXISTING USE OF PROPERTY : VACANT/UNDEVELOPED  
PROPOSED USE OF PROPERTY : RESTAURANT, VET CLINIC, & RETAIL  
PRESENT SITE ZONING : PUD
4. PROPERTY IS LOCATED IN ZONE X1, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP # 13051 C0108G, DATED 8/16/18
5. NO WETLANDS EXIST ON SITE  
NO STATE WATERS EXIST WITHIN PROPERTY BOUNDARIES
6. PARKING SPACE CALCULATIONS:
 

REQUIRED:	
RESTAURANT (HOURS 11AM - 10PM)	
1 STALL/SEAT * 302 SEATS	= 76 STALLS
1 STALL/EMPLOYEE * 25 EMPLOYEES	= 25 STALLS
VET CLINIC (HOURS 8AM - 6PM)	
1 STALL/250SF * 4,000SF	= 16 STALLS
PHARMACY (HOURS 8AM - 6PM)	
1 STALL/200SF * 1,200SF	= 6 STALLS
TOTAL REQUIRED	= 123 STALLS
PEAK HOUR DEMAND (6PM - 7PM)	= 105 STALLS
(TOTAL RESTAURANT DEMAND * 4 STALLS FOR AVERAGE HOURS EMPLOYEES OF VET CLINIC)	
PROVIDED: (EXCEEDS PEAK HOUR DEMAND)	= 114 STALLS
	(INCL. 5 ADA STALLS & 4 'TO GO' PARKING STALLS)
7. WATER LATERALS AFTER THE MEIERS TO BE PRIVATELY OWNED AND MAINTAINED.
8. SEWER SYSTEM IS PRIVATELY OWNED AND MAINTAINED ON SITE UPSTREAM OF EXISTING 55MH SOUTH OF THE PROPERTY LINE.

## Walk-ons \ Vet Center Specific Development Plan

MEI Proj #698-21-02      Plan Date: 11/8/22

PREPARED FOR:

STONEWALK COMPANIES LLC  
ROBERT FORREST  
12595 CRABAPPLE ROAD  
MILTON, GA 30004  
404-514-8575  
rob@stonewalkco.com



VICINITY MAP



114 WEST 42<sup>ND</sup> STREET      OFFICE PHONE (912) 235-7715  
SAVANNAH, GA 31401      GENERAL@MAUPINENGINEERING.COM

**SHEET INDEX**

C.1	COVER - NOTES
C.2	DEMOLITION PLAN
C.3	STAKING PLAN
C.3a	BLUE MOON CROSSWAY TRAFFIC IMPROVEMENTS
C.4	UTILITY PLAN
C.4a	SEWER PROFILES
C.5	GRADING PLAN
C.6	LANDSCAPING PLAN
C.E1	EROSION CONTROL PLAN - INITIAL
C.E2	EROSION CONTROL PLAN - INTERMEDIATE
C.E3	EROSION CONTROL PLAN - FINAL
C.D1-D7	DETAILS
E1-11	PHOTOMETRIC LIGHTING PLAN (BY AO ARCHITECTS)

NO.	DATE	DESCRIPTION

THIS SET IS FOR PERMIT 11/8/22

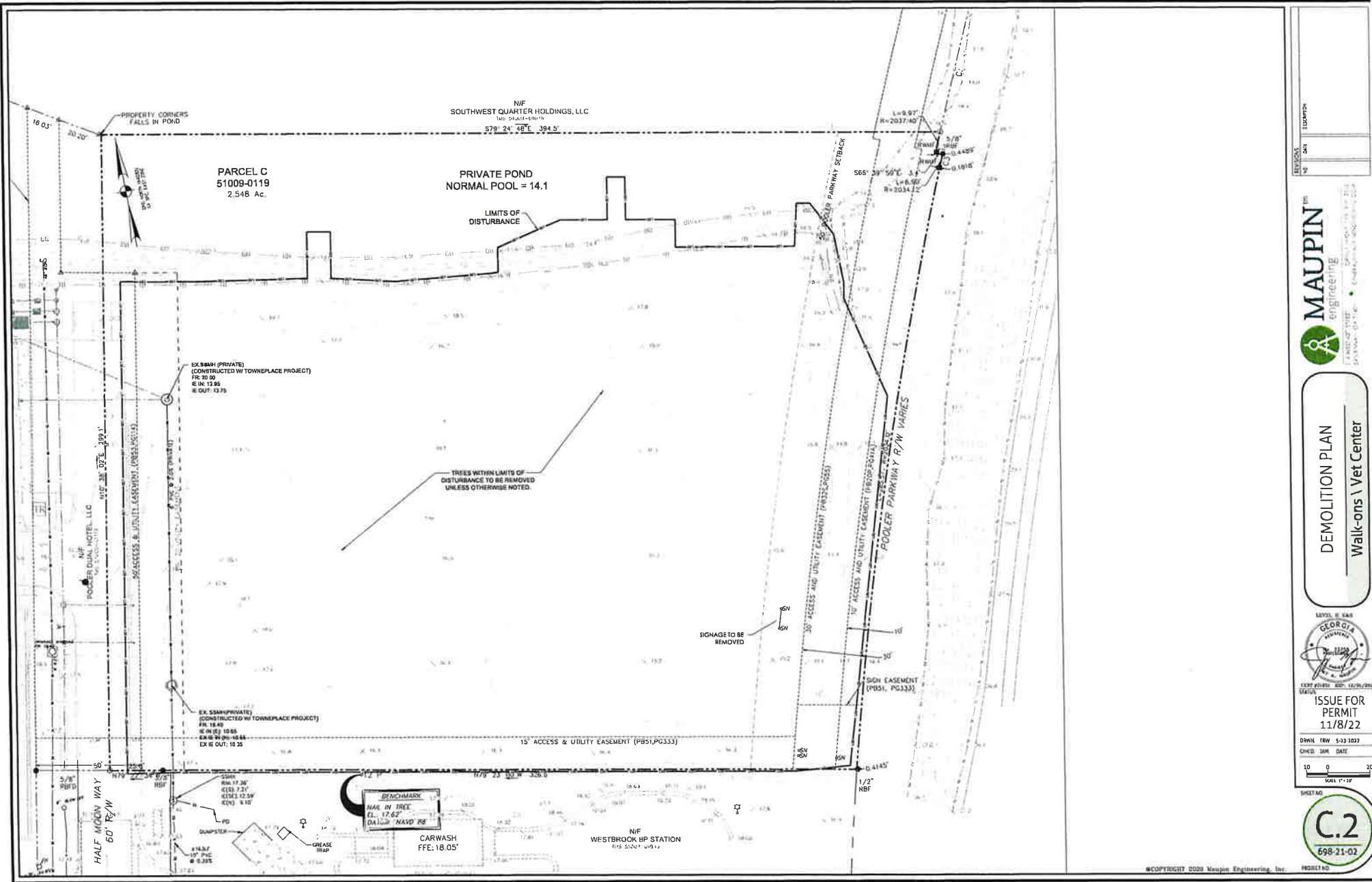
©COPYRIGHT 2020 Maupin Engineering, Inc.



UTILITIES PROTECTION CENTER

**Dig Safely.**  
CALL 811

CONTRACTOR IS REQUIRED TO CALL  
AT LEAST 3 DAYS PRIOR TO  
START OF CONSTRUCTION



PARCEL C  
51009-0119  
2.548 Ac.

NIF  
SOUTHWEST QUARTER HOLDINGS, LLC  
100 SHALAPRIM  
S79° 24' 28"E 394.5'

PRIVATE POND  
NORMAL POOL = 14.1

TREES WITHIN LIMITS OF  
DISTURBANCE TO BE REMOVED  
UNLESS OTHERWISE NOTED

EX 5584H (PRIVATE)  
(CONSTRUCTED W/ TOWNEPLACE PROJECT)  
FR: 20 00  
E IN: 12 95  
E OUT: 13 15

EX 5584H (PRIVATE)  
(CONSTRUCTED W/ TOWNEPLACE PROJECT)  
FR: 18 49  
E IN: 02 08  
E OUT: 10 64  
E IN OUT: 10 35

BENCHMARK  
NAIL IN TREE  
EL. 12.62  
DAILY NAVD 83

CARWASH  
FFE: 18.05'

NIF  
WESTBROOK HP STATION  
110 S1041 01012

DATE	DESCRIPTION



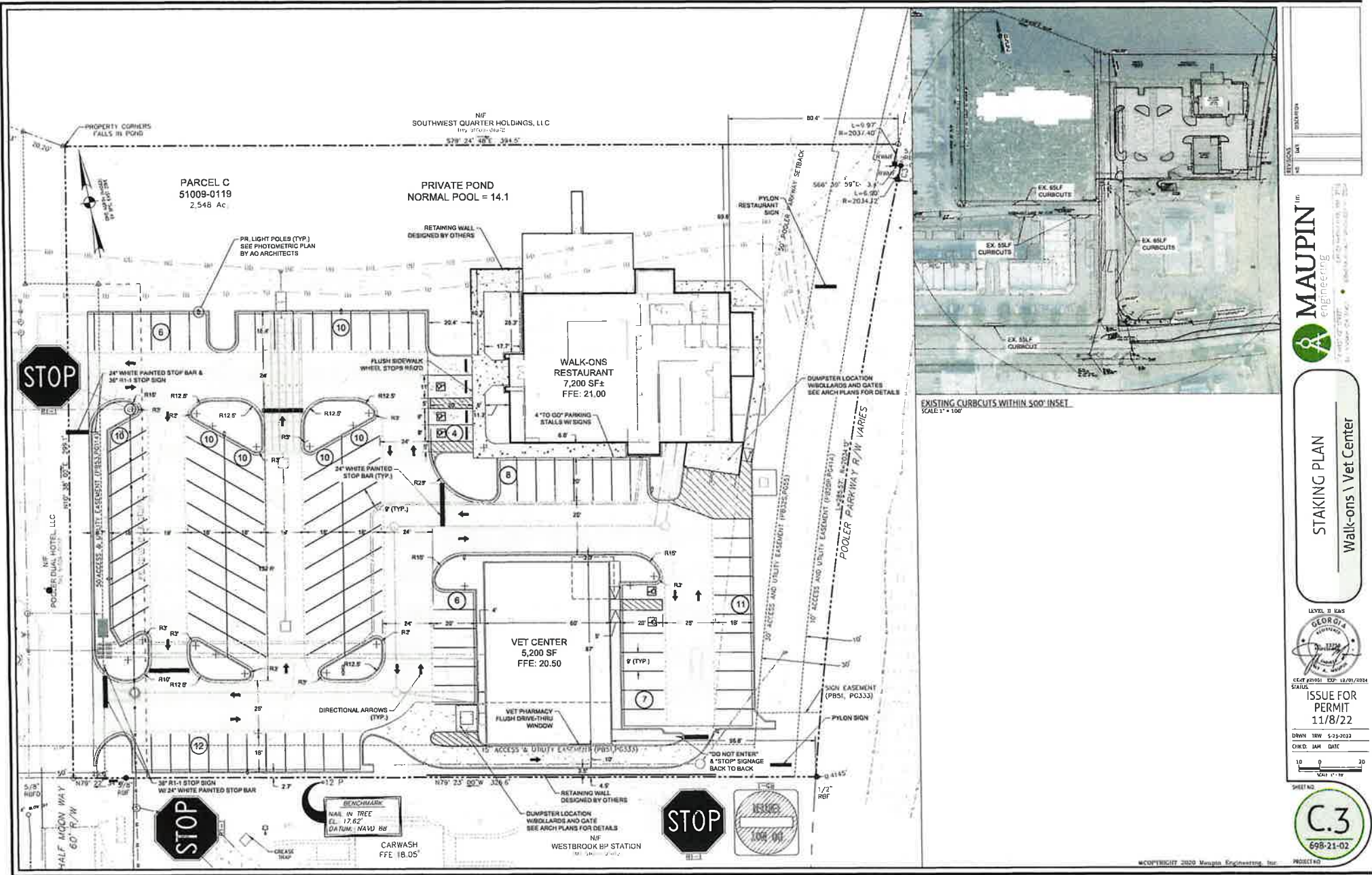
DEMOLITION PLAN  
Walk-ons \ Vet Center



ISSUE FOR PERMIT  
11/8/22

DRAWN FROM 5-23-2022  
CHECKED DATE  
SCALE 1"=10'





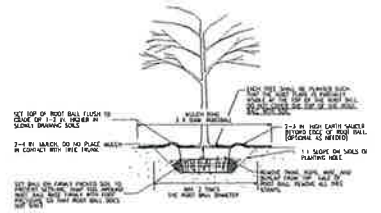
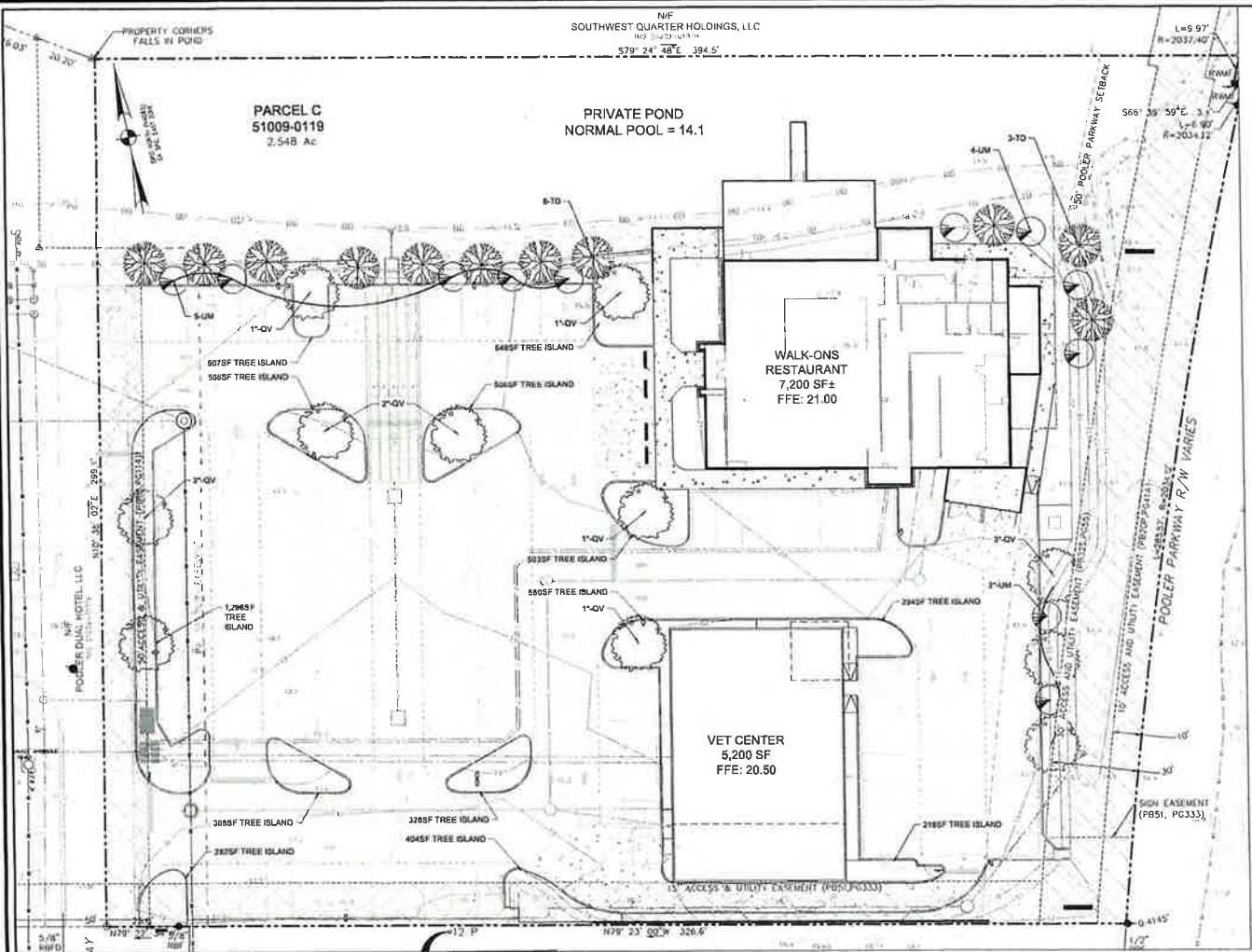
N/F  
SOUTHWEST QUARTER HOLDINGS, LLC  
NS 2-23-14  
S79° 24' 38" E 384.5'

PARCEL C  
51009-0119  
2.548 Ac

PRIVATE POND  
NORMAL POOL = 14.1

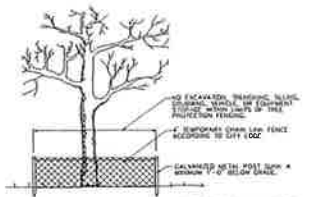
WALK-ONS RESTAURANT  
7,200 SF±  
FFE: 21.00

VET CENTER  
5,200 SF  
FFE: 20.50

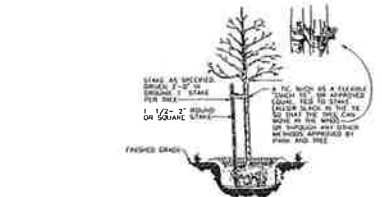


NOTE:  
1. PLANT ONLY CROOKED LEAF, CO-DOMED LEAF, AND BRUSH IN OPEN SPACES.  
2. PLANT TREES WITH THE CORNER BARK OF THE TRUNK COVERED BY THE TRUNK PROTECTION (TP) TO PREVENT DAMAGE TO THE TRUNK BY THE TRUNK PROTECTION (TP).  
3. THE TRUNK PROTECTION (TP) SHALL BE INSTALLED AT THE TRUNK BASE OF ALL TREES PLANTED AT THE SITE.

Tree Planting  
NTS



Tree Protection  
NTS



Tree Staking  
NTS

NOTE:  
TREES SHALL NOT BE PLANTED WITHIN 10 FEET OF ANY UNDERGROUND FACILITY.  
ADEQUATE WATER SOURCES FOR PROPOSED LANDSCAPING SHALL BE PROVIDED FOR AT LEAST ONE YEAR.  
THERE ARE NO SIGNIFICANT TREES EXISTING ON THE SITE.

LANDSCAPING REQUIREMENT CALCULATIONS		
TOTAL PROJECT AREA, TA	2.55	ACRES
GREEN SPACE	1.13 (44%)	ACRES (PK)
EASEMENT AREA, EA	0.39	ACRES
NET PARCEL AREA, TA± (TA±EA)	2.16	ACRES
TOTAL PARKING SPACES, PK	114	SPACES
TREES REQUIRED (TA± * 15)	33	TREES
PARKING TREES REQ'D, PK± (PK/12 SPACES)	10	TREES
TREE ISLANDS REQ'D (500SF * PK±)	5,000	SF

LANDSCAPING PROVIDED		
TREES PLANTED	33	TREES
TREE ISLANDS COVERAGE PROVIDED	6,379	SF
PARKING TREES PROVIDED / 12 SPACES	11*	TREES
LANDSCAPING REQUIREMENT MET		

PLANTING SCHEDULE					
ITEM	SCIENTIFIC NAME	COMMON NAME	QTY	SIZE	SPACING
UM	ULMUS AMERICANA	AMERICAN ELM	11	2.0" CALIPER	AS SHOWN
TD	TAXODIUM DISTICHUM	BALD CYPRESS	11	2.5" CALIPER	AS SHOWN
QV	QUERCUS VIRGINIANA	LIVE OAK	11	2.5" CALIPER	AS SHOWN
TOTAL			33		

ELEVATION
10
12
15

MAUPIN  
engineering

LANDSCAPING PLAN  
Walk-ons | Vet Center

LEVEL II SEAL  
GEORGIA REGISTERED PROFESSIONAL ENGINEER  
EXPIRES 12/31/2024  
STATUS

ISSUE FOR PERMIT  
11/8/22

DOWN: 11/8/2022  
CHECK: 11/8/2022

SCALE: 1" = 20'

C.6  
698-21-02



## Site Plan Approval Standards

The site plan approval process is intended to provide the general public, planning commission, and city council with information pertinent to how a new development will affect the surrounding area and the city as a whole. Site plan approval does not constitute approval of any other zoning action or permit.

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted development upon property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by city council in approving any site plan:

- Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;
- provides for adequate pedestrian and traffic access;
- provides adequate space for off-street parking and loading/unloading zones where applicable;
- provides for appropriate location, arrangement, size, and design of buildings, lighting, signs, giving due consideration to the applicable zoning district(s);
- is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties;
- the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
- the proposed development site is adequately served by other public services to account for current or projected needs;
- provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
- provides adequate landscaping, including the type and arrangement of trees, shrubs, and other landscaping, which may (or may not) provide a visual or noise-deterring buffer between adjacent properties; and
- Provides for improvements in accordance with all applicable federal, state, and local laws including without limitation, the Code of Ordinances for the City of Pooler.

## AGENDA ITEM

**Date:** January 17, 2023

**Subject:** Site Plan/Landscape Plan for Highway 80 Car Wash

### **Background & Discussion:**

Jay Maupin, with Maupin Engineering, presented the site plan to the P&Z Board for their review and recommendation. The project will consist of a 60,913 sq. ft. car wash and the infrastructure to support it. Access to the site will be from Westside Boulevard.

### **Planning and Zoning Recommendation:**

P & Z recommends approval of the site plan/landscape plan for Highway 80 Car Wash, contingent upon the following:

- *Receipt of GSWCC approval of the proposed Erosion, Sedimentation, and Erosion Control Plans.*
- *Receipt of the approved Utility Facility Encroachment Permit, issued by GDOT, for the proposed utility installation.*

### **Staff Recommendation:**

Staff concurs with Planning & Zoning.





December 21<sup>st</sup>, 2022

Jay A. Maupin, PE  
Maupin Engineering  
114 W 42<sup>nd</sup> St  
Savannah, GA 31401

Dear Mr. Maupin,

I am pleased to provide you with a recommendation for **Conditional Approval** of the site development plans for 'Hwy 80 Car Wash', which is provided below.

**Site Plan Review**

<u>Submittal Documents:</u>	Site Development Plan.....	Nov. 2022
	Stormwater Management Report.....	Nov. 2022
	Stormwater Maintenance Agreement.....	Nov. 2022
	Hold Harmless Agreement.....	Nov. 2022
	Technical Traffic Memorandum.....	Oct. 2022

We have reviewed the submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the City of Pooler. This review of the submitted site plans does not relieve the Owner, Designer and Contractor, or their representatives, from their individual or collective responsibility to comply with the applicable provisions of the local, State and Federal Laws and Engineering Standards, and all Development Codes that apply to the City of Pooler. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and City ordinances and regulations. All the required testing data, plans and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.



**EOM Operations**  
*Your solution to a better tomorrow*

To the best of our knowledge, it is our opinion that the plans are in general conformance with the City of Pooler's applicable design standards, codes and ordinances. We hereby recommend Conditional Approval of the site development plans, pursuant to a development permit, subject to the following:

1. The City of Pooler shall be in receipt of the GSWCC Approval of the proposed Erosion, Sedimentation, and Erosion Control Plans.
2. The City of Pooler shall be in receipt of the Approved Utility Facility Encroachment Permit, issued by GDOT, for the proposed utility installation.

Please contact me if you have any questions. I can be reached via email or phone at [tshoemaker@eomworx.com](mailto:tshoemaker@eomworx.com) or (912) 445-0050 ext. 4400.

Sincerely,

*Trevor Shoemaker*  
**Trevor Shoemaker**  
Project Manager  
EOM

CC: Brian Crooks, AICP; City Planner - City of Pooler  
Kimberly Dyer, CFM; Zoning Administrator - City of Pooler  
Liberto Chacon, PE; Sr. Vice President - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882

GENERAL CONSTRUCTION NOTES:

ALL CONSTRUCTION SHALL BE IN CONFORMANCE TO THE CURRENT POOLER DESIGN STANDARDS, SPECIFICATIONS AND DETAILS OR AS OTHERWISE ISSUED FOR THIS PROJECT WHERE ANY CONFLICT EXISTS BETWEEN THESE PLANS AND/OR SPECIFICATIONS AND/OR CONSTRUCTION DETAILS AND THE POOLER STANDARDS, SPECIFICATIONS, DETAILS AND DEVELOPMENT ORDINANCES, THE POOLER STANDARDS SHALL PREVAIL.

- 1. LAYOUT TO BE CONTROLLED BY EXISTING BENCHMARK.
2. DIMENSIONS TO CURB AND GUTTER ARE TO FACE OF CURB.
3. DIMENSIONS TO WALK ARE TO FACE OF WALK.
4. DIMENSIONS TO BUILDING ARE TO FACE OF BUILDING.
5. DIMENSIONS TO STRIPING IS TO CENTERLINE OF STRIPING.
6. ALL ANGLES ARE 90 UNLESS OTHERWISE NOTED.
7. ALL RADII ARE 5 UNLESS OTHERWISE NOTED.
8. BLUE METAL REFLECTIVE SIGN AT LEAST 12" IN WIDTH AND 18" IN LENGTH AND ERRECTED AT 7' ABOVE GRADE IN SUCH MANNER SO AS TO BE CLEARLY VISIBLE TO THE PARKING VEHICLE. THE SIGN SHALL HAVE PRINTED IN WHITE LETTERS NOT LESS THAN ONE INCH IN HEIGHT ON THREE SEPARATE LINES AND CENTERED THE FOLLOWING WORDS: 'PERMIT PARKING ONLY', 'TOWAWAY ZONE' AND 'MAXIMUM FINE \$500.00'. SUCH SIGNS SHALL ALSO DISPLAY THE SYMBOL FOR HANDICAP ACCESSIBILITY CENTERED BETWEEN THE SECOND AND THIRD LINES. VAN ACCESSIBLE SPACE SHALL HAVE ADDITIONAL SIGN WITH THE FOLLOWING WORDS: 'VAN ACCESSIBLE'.
9. TRAFFIC CONTROL DEVICES SHALL BE USED ON ALL WORK ON THE PROJECT IN ACCORDANCE WITH THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS' CURRENT EDITION, THE COST TO COMPLY SHALL BE INCLUDED IN THE OVERALL COST OF THE PROJECT.
10. REFERENCE SURVEYS:
10.1. BOUNDARY & TOPOGRAPHIC SURVEY - PREPARED BY VINCENT HEMLY(S/2022).
10.2. VERTICAL DATUM: NAVD83 HORIZONTAL DATUM: NAD83
10.3. PROJECT IS ON STATE PLANE COORDINATES.
10.4. MAUPIN ENGINEERING, INC. DOES NOT ACCEPT ANY RESPONSIBILITY FOR ACCURACY OF PROVIDED SURVEY INFORMATION.
10.5. ONLY ABOVE GROUND, READILY VISIBLE STRUCTURES, UTILITIES AND SURFACE PAINT MARKINGS WERE LOCATED FOR THE SURVEY. THIS SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF ANY BELOWGROUND, NON-VISIBLE UTILITIES OR STRUCTURES. CONTRACTOR SHALL FIELD VERIFY LOCATION, TYPE, SIZE, MATERIAL AND GENERAL CONDITION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
11. ALL GRADED EARTH NOT OTHERWISE STABILIZED WITH BUILDING, PAVEMENT OR VEGETATION SHALL BE GRASSED OR SODED.
12. OWNER SHALL ACCEPT MAINTENANCE OF THE STORM DRAINAGE SYSTEM, INCLUDING ROOF DRAIN CONNECTIONS WITHIN THE LINES OF THE PROPERTY. POOLER WILL NOT MAINTAIN THE STORM DRAINAGE SYSTEM WITHIN THE PROPERTY. THIS SITE IS DESIGNED TO DISCHARGE STORM WATER RUNOFF INTO THE APPROVED MASTER DRAINAGE CONVEYANCE AND DETENTION SYSTEM.
13. DITCHES, ALL DRAINAGE STRUCTURES, ORPICES AND PAVEMENT ELEVATIONS SHALL BE SURVEYED FOR 'AS-BUILT' DRAININGS ALONG WITH THE WATER AND SANITARY SEWER SERVICES.
14. ADJUST EXISTING MANHOLE FRAMES, GRATES AND VALVE BOXES TO GRADE AS NEEDED.
15. ALL STORM DRAIN PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC.
16. MATCH EXISTING PAVEMENT GRADE ELEVATIONS WHERE CONNECTING TO EXISTING PAVEMENT.
17. FILL BENEATH BUILDINGS SHALL BE COMPACTED IN ACCORDANCE WITH BUILDING STRUCTURAL SPECIFICATIONS.
18. CONTRACTOR SHALL FIELD VERIFY DURING CONSTRUCTION ANY EXISTENCE OF SUB-SURFACE DEBRIS OR ORGANIC MATERIAL. ANY SUB-SURFACE DEBRIS OR ORGANIC MATERIAL FOUND SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 2' BELOW GRADED AGGREGATE BASE IN PAVEMENT AREAS AND 2' BELOW BOTTOM OF FOOTINGS FOR BUILDINGS (CONTRACTOR SHALL CONSULT WITH BUILDING STRUCTURAL ENGINEER FOR ANY WORK BENEATH OR ADJACENT TO BUILDING AND/OR ABOVE OR BELOW GRADE STRUCTURES). IF EXCESSIVE DEBRIS OR ORGANIC MATERIAL IS FOUND, ENGINEER SHALL BE CONTACTED FOR INSPECTION. REMOVAL OF INSPECTED MATERIAL SHALL BE DIRECTED BY THE ENGINEER.
19. ALL EROSION AND SEDIMENT CONTROL DEVICES (BMPs) SHALL BE CONSTRUCTED SIMULTANEOUSLY WITH THE DISTURBANCE OF THE LAND AND SHALL REMAIN FUNCTIONAL AND BE MAINTAINED BY CONTRACTOR UNTIL THE CONTRIBUTING DISTURBED AREAS ARE STABILIZED IN ACCORDANCE WITH THE GOVERNING NPDES GENERAL PERMIT.
20. IF A RIGHT-OF-WAY ENCHROACHMENT PERMIT MUST BE OBTAINED, AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN SUCH PERMIT.
21. THE POOLER INSPECTIONS DEPARTMENT RESERVES THE RIGHT TO ACCESS PROPERTY TO INSPECT STORM WATER FACILITIES AT ANY TIME.
22. CHLORINATED, DISINFECTED WATER SHALL NOT BE DISCHARGED INTO THE STORM WATER SYSTEM.
23. TRAFFIC CONTROL AND FLOW SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
24. A MINIMUM SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN ALL INSTALLED OR RELOCATED UTILITIES AND LARGE AND MEDIUM TREES.
25. ANY AND ALL STREET LIGHTING, LANDSCAPE, SIDEWALK AND ACCESSIBILITY REQUIREMENTS TO BE PERFORMED, DESIGNED AND/OR CONSTRUCTED SHALL BE COORDINATED WITH CIVIL ENGINEER.
26. CONTRACTOR SHALL REFER TO ARCHITECTURAL AND/OR MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR THE ROOF DRAIN SYSTEM. COLLECTION AND DISCHARGE SHALL BE COORDINATED WITH CIVIL ENGINEER.
27. SITE CIVIL PLANS SHALL TERMINATE 5' FROM BUILDING FACE UNLESS OTHERWISE NOTED. CONTINUATION OF WATER, SANITARY SEWER AND STORM DRAINAGE LATERALS SHALL BE COORDINATED WITH BUILDING CONTRACTOR IN ACCORDANCE WITH ARCHITECTURAL AND/OR MECHANICAL, ELECTRICAL AND PLUMBING PLANS.
28. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE TO THE APPROPRIATE JURISDICTIONS APPROVED CONSTRUCTION SPECIFICATIONS AND DETAILS.
29. THE OWNER, OWNERS REPRESENTATIVES, POOLER AND OTHER REGULATORY AGENCIES SHALL HAVE THE RIGHT TO ACCESS THE SITE AT ANY TIME FOR PURPOSES OF OBSERVING WORK PERFORMED.
30. ALL UTILITIES ARE SHOWN AS APPROXIMATE ON THE PLANS AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR. SOME UTILITIES AND SERVICE LINE LOCATIONS ARE UNKNOWN AND NOT SHOWN ON THE PLANS. THIS DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO PROTECT EXISTING UNDERGROUND FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID UTILITY LOCATE TICKET FROM THE GEORGIA UTILITIES PROTECTION CENTER (811) 800-282-7411, AND COORDINATION WITH OTHER SUCH LOCAL UTILITIES AS MAY BE REQUIRED.
31. THE CONTRACTOR WILL PROTECT ALL TREES NOTED TO REMAIN WITHIN AND ADJACENT TO THE CONSTRUCTION ZONE. ANY UNAUTHORIZED REMOVAL OF TREES NOTED TO REMAIN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REESTABLISH TO THE SATISFACTION OF THE ENGINEER.
32. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL BORROW MATERIAL NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT. ALL BORROW MATERIAL SHALL BE CLEAN AND FREE OF DEBRIS AND ORGANIC MATERIAL AND SUFFICIENT TO COMPACT TO A MINIMUM BEARING CAPACITY OF 2,500PSF OR AS OTHERWISE SPECIFIED.
33. ALL ITEMS CLEARED OR DEMOLISHED FROM THE SITE, INCLUDING SPOIL MATERIAL TO BE REMOVED FOR OFF-SITE DISPOSAL, ARE THE PROPERTY OF THE CONTRACTOR UNLESS THEY ARE TO BE REUSED ON THE SITE OR OTHERWISE NOTED. NO BURNING OR BURNING OF DEBRIS WILL BE ALLOWED ON THE SITE.
34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING BEST MANAGEMENT PRACTICES (BMPs) ON THE SITE AT ALL TIMES IN ACCORDANCE WITH THESE PLANS AND THE 'MANUAL FOR EROSION AND SEDIMENT CONTROL OF GEORGIA'.

NOTES

- 1. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF POOLER LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS. THE SYSTEM SHALL BE DESIGNED AND TESTED PER THE SPECIFICATIONS AND REQUIREMENTS MAINTAINED BY THE CITY ENGINEER.
2. THE WATER SERVICE LATERAL SERVING THE FACILITY SHALL BE INSTALLED BY THE DEVELOPER/CONTRACTOR FROM THE WATER MAIN TO THE METEOR. THE CITY OF SAVANNAH WILL ONLY MAKE THE MET TAP. THE CITY WILL NOT INSTALL THE WATER SERVICE LATERAL.
3. ALL MATERIALS USED AND COMING INTO CONTACT WITH DRINKING WATER DURING ITS DISTRIBUTION SHALL NOT ADVERSELY AFFECT DRINKING WATER QUALITY AND PUBLIC HEALTH AND MUST BE CERTIFIED FOR CONFORMANCE WITH AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION STANDARD 81 (ANSI/NSF STANDARD 81).
4. IN ALL WATER LINE PROJECTS CARE WILL BE TAKEN TO KEEP THE INTERIOR OF THE WATER PIPE CLEAN PRIOR TO CONNECTION TO THE CITY SYSTEM.
4. PIPE FITTINGS VALVES AND OTHER ACCESSORIES SHALL, UNLESS OTHERWISE DIRECTED, BE UNLOADED AT THE POINT OF DELIVERY AND STORED WHERE THEY WILL BE PROTECTED AND WILL NOT BE A HAZARD TO TRAFFIC. THEY SHALL AT ALL TIMES BE PAROLED WITH CARE TO AVOID DAMAGE. THE INTERIOR OF ALL PIPES, FITTINGS AND OTHER ACCESSORIES SHALL BE KEPT FREE FROM DIRT AND FOREIGN MATTER AT ALL TIMES.
5. ANY DEFECTIVE, DAMAGED, OR UNSOUND PIPE SHALL BE REJECTED. ALL FOREIGN MATTER OR DIRT SHALL BE REMOVED FROM THE INSIDE OF THE PIPE BEFORE IT IS LOWERED INTO ITS POSITION IN THE TRENCH AND SHALL BE KEPT CLEAR BY APPROVED MEANS DURING AND AFTER LAYING. CARE SHALL BE TAKEN TO PREVENT DIRT FROM ENTERING THE JOINT SPACE. DURING INSTALLATION, WHEN PIPE LAYING IS NOT IN PROGRESS, A MECHANICAL JOINT PLUG OR CAP, OR APPROVED SOLAR, WILL BE USED TO FORM A WATER TIGHT SEAL AT BOTH ENDS OF THE LINE BEING Laid. NO HIGH-PRESSURE WATER SHALL BE PERMITTED TO ENTER THE PIPE.
6. CLEAN THE INTERIORS OF ALL PIPES BY BRUSHING, SWABING OR WASHING OUT OF ALL DIRT BEFORE LAYING.
7. FLUSH THE NEW PIPE LINES UNTIL THE WATER RUNS CLEAR AT THE END OF ALL MAINS AND LATERALS. THIS SHOULD BE DONE AFTER THE 'PRESSURE TEST' AND BEFORE DISINFECTION. FLUSH NEW LINES WITH SUFFICIENT FLOW TO OBTAIN A FLUSHING VELOCITY OF 3.0 FT/SEC. FLUSH LINES UNTIL WATER RUNS FREE OF DEBRIS. COORDINATE FLUSHING ACTIVITIES WITH CITY PERSONNEL.
8. ALL ABANDONED WATER LINES SHALL BE CAPPED AT THE MAIN AND THE PIPES PLUGGED.
9. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE WATER LINES ARE PLACED WITHIN THE EASEMENTS WITH A MINIMUM 7'-6" AVAILABLE FROM PIPE CENTERLINE TO EASEMENT LINE.
10. CONTACT THE UTILITIES PROTECTION CENTER (811 IN GEORGIA OR 1-800-282-7411) FOR LOCATION OF CITY WATER LINES. A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO DIGGING.
11. CONTRACTOR SHALL NOTIFY RESIDENTS A MINIMUM OF 24 HOURS IN ADVANCE OF ANY WORK THAT MAY IMPACT THEM, INCLUDING BUT NOT LIMITED TO: PARKING STALL, IMPACT, LOSS OF SERVICE, DRIVEWAY CUTS, REMOVAL/RELOCATION OF FENCES AND MAIL BOXES, SIDEWALK IMPACTS, ETC.

WATER GENERAL NOTES

NOTES:

- 1. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF POOLER LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS. THE SYSTEM SHALL BE DESIGNED AND TESTED PER THE SPECIFICATIONS AND REQUIREMENTS MAINTAINED BY THE CITY ENGINEER.
2. AN APPROVED WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ARRIVES ON THE SITE.
3. ALL WATER USED FOR CONSTRUCTION SHALL BE METERED THROUGH AN APPROVED BACKFLOW-PREVENTION DEVICE AND FIRE HYDRANT METER OBTAINED FROM THE CONVEYANCE AND DISTRIBUTION DEPARTMENT.
4. ALL ABANDONED SANITARY SEWER LINES SHALL BE PLUGGED.
5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE SEWER LINES ARE PLACED WITHIN THE EASEMENTS WITH A MINIMUM 7'-6" AVAILABLE FROM PIPE CENTERLINE TO EASEMENT LINE.
6. CONTACT THE UTILITIES PROTECTION CENTER (811 IN GEORGIA OR 1-800-282-7411) FOR LOCATION OF CITY SEWER LINES. A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO DIGGING.
7. CONTRACTOR SHALL NOTIFY RESIDENTS A MINIMUM OF 24 HOURS IN ADVANCE OF ANY WORK THAT MAY IMPACT THEM, INCLUDING BUT NOT LIMITED TO: PARKING STALL, IMPACT, LOSS OF SERVICE, DRIVEWAY CUTS, REMOVAL/RELOCATION OF FENCES AND MAIL BOXES, SIDEWALK IMPACTS, ETC.

SANITARY SEWER GENERAL NOTES

GENERAL DEVELOPMENT NOTES:

- 1. PIN: 50987 07016
2. ADDRESS: 12306 US HIGHWAY 80 POOLER, GEORGIA 31322
3. CONSTRUCTION EXIT LOCATION N. 32 1026140' W. 81.22958200'
4. TOTAL LAND ACRESAGE = 1.45H AC TOTAL DISTURBED ACRESAGE = 1.02H AC
5. EXISTING USE OF PROPERTY = VACANT PROPOSED USE OF PROPERTY = CARWASH
PRESENT SITE ZONING = IC3 HEAVY COMMERCIAL
PROPERTY IS LOCATED IN ZONE 'X', NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP # 13051C0315A, DATED 8/16/18
6. THE SITE IS SERVED BY THE CITY OF POOLER WATER AND SANITARY SEWER SYSTEM.
7. PARKING SPACE CALCULATIONS: REQUIRED: (PER ZONING ADMINISTRATOR) PROVIDED: 28 STALLS
8. SITE LIGHTING PLAN TO BE PROVIDED SEPARATELY

HYW 80 CARWASH Specific Development Plan

MEI Proj #673-22-47 Plan Date: 10/20/22

PREPARED FOR:

DEWITT TILTON GROUP CHRIS TILTON 119 CANAL STREET SUITE 106 POOLER, GA 31322 912-777-3404 kim@dewitttiltongroup.com



VICINITY MAP

MAUPIN engineering logo and contact information: 114 WEST 47th STREET SAVANNAH, GA 31401 OFFICE PHONE (912) 925-2915 GENERAL@MAUPINENGINEERING.COM

SHEET INDEX

Table with 2 columns: Code (C.0-C.11) and Description (COVER - NOTES, STAMPED SURVEY, DEMOLITION PLAN, STAKING PLAN, UTILITY PLAN, GRADING PLAN, LANDSCAPING PLAN, EROSION CONTROL PLAN - INITIAL, EROSION CONTROL PLAN - INTERMEDIATE, EROSION CONTROL PLAN - FINAL, DETAILS)



UTILITIES PROTECTION CENTER

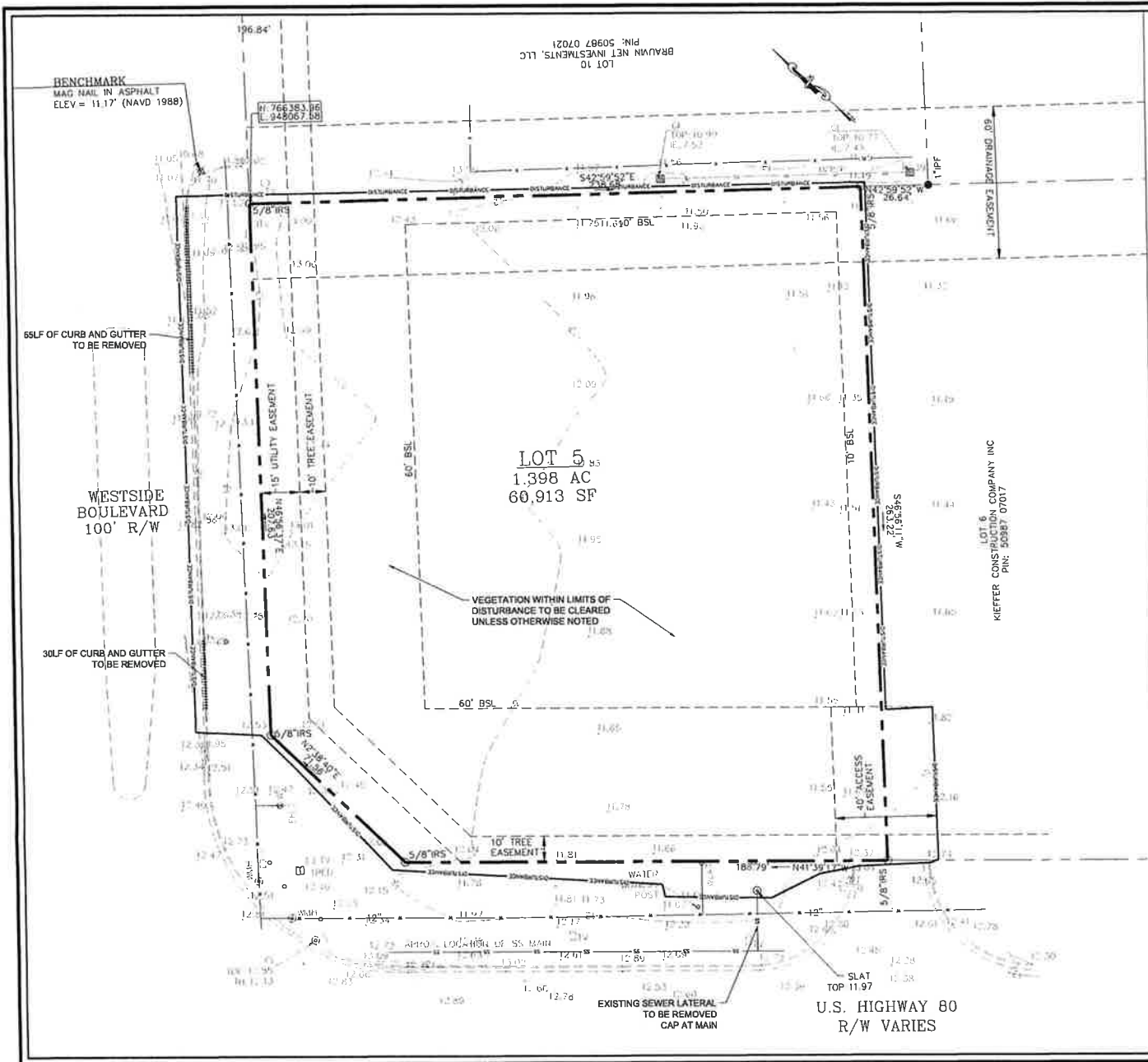
Dig Safely. CALL 811

CONTRACTOR IS REQUIRED TO CALL AT LEAST 3 DAYS PRIOR TO START OF CONSTRUCTION

Table for revision tracking with columns: NO., DATE, DESCRIPTION.

THIS SET IS RELEASED FOR PERMITTING 10/27/22

NOT FOR PRICING COPYRIGHT 2022 Maupin Engineering, Inc.



BENCHMARK  
MAG NAIL IN ASPHALT  
ELEV = 11.17' (NAVD 1988)

LOT 10  
BRAUN NET INVESTMENTS, LLC  
PIN: 50987 07021

LOT 5  
1,398 AC  
60,913 SF

LOT 6  
KIEFFER CONSTRUCTION COMPANY INC  
PIN: 50987 07017

U.S. HIGHWAY 80  
R/W VARIES

DATE	DESCRIPTION

**MAUPIN**  
engineering

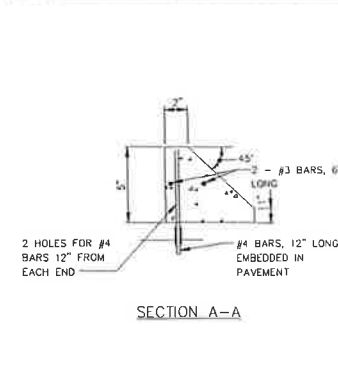
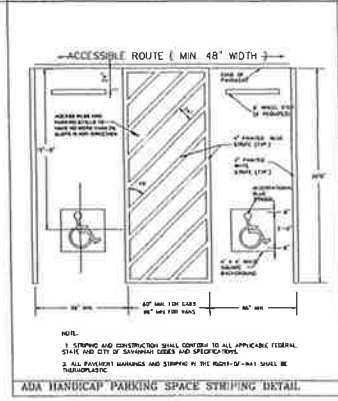
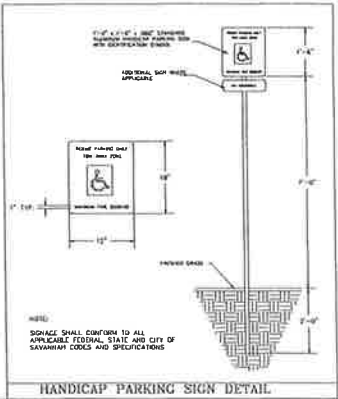
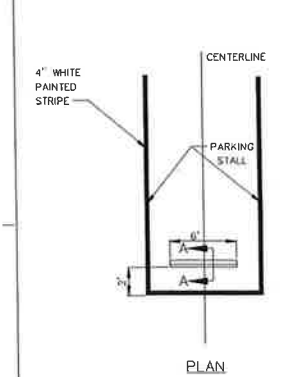
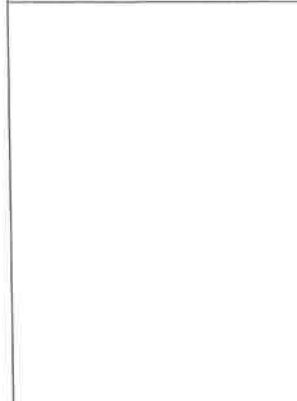
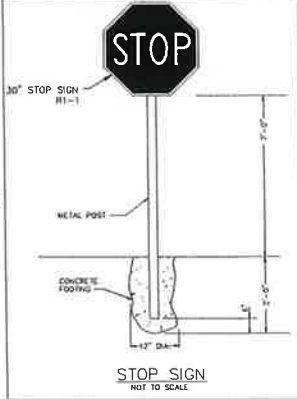
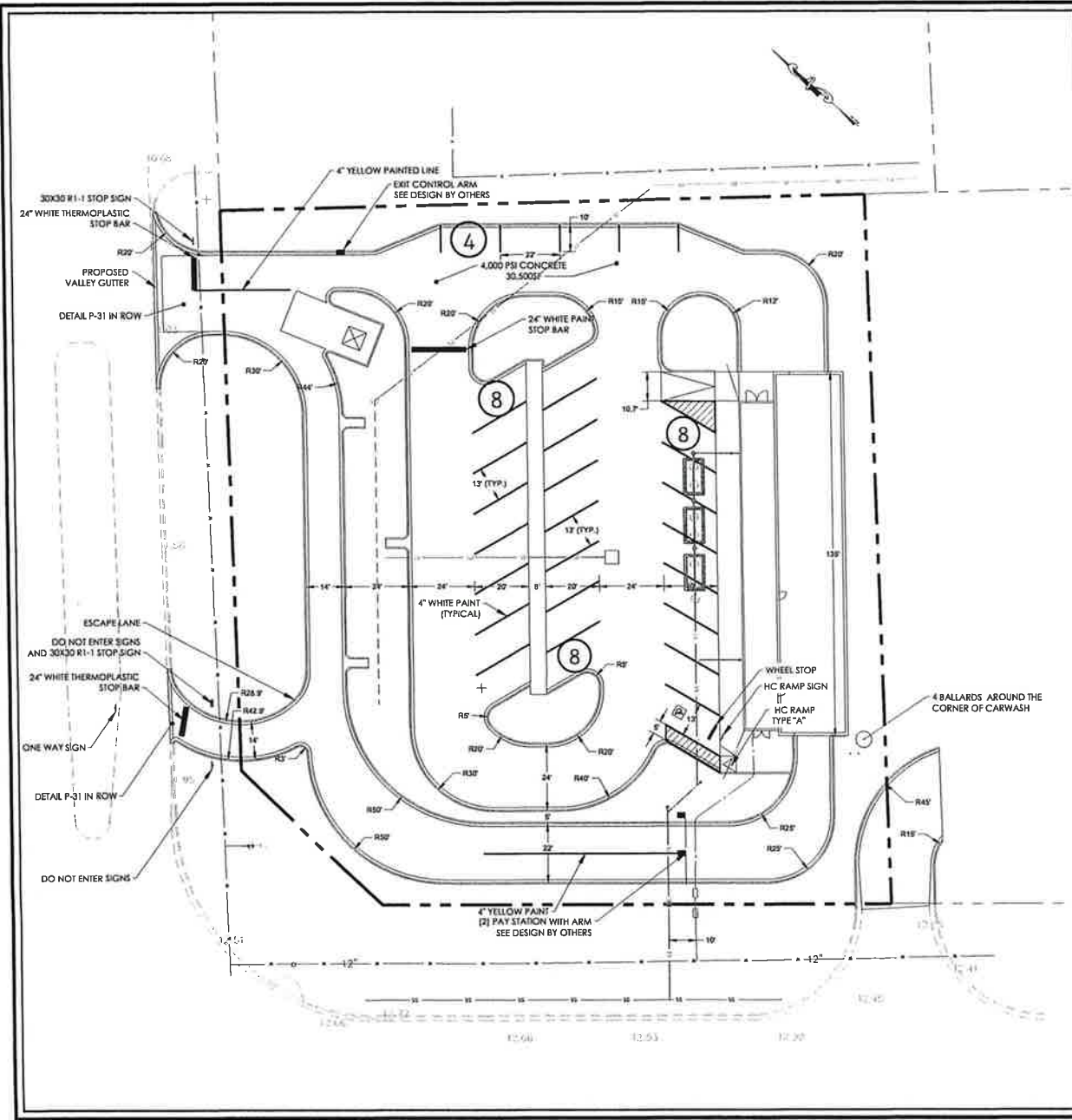
11200 S. W. 11th St., Suite 200  
Davie, FL 33317  
Phone: 954-944-1120  
Fax: 954-944-1121  
www.maupineng.com

**DEMOLITION PLAN**  
**HYW 80 CARWASH**



LEVEL: 11.545  
DATE: 10/20/2022  
STATUS: RELEASED FOR PERMITTING  
DRAWN: TEW 10/20/2022  
CHECKED: JAM DATE  
SCALE: 1" = 10'  
SHEET NO. 20





REVISION	DATE	DESCRIPTION

**MAUPIN**  
 engineering  
 11,005-27-02-02  
 SAVANNAH, GA 31406 • 912.434.2200

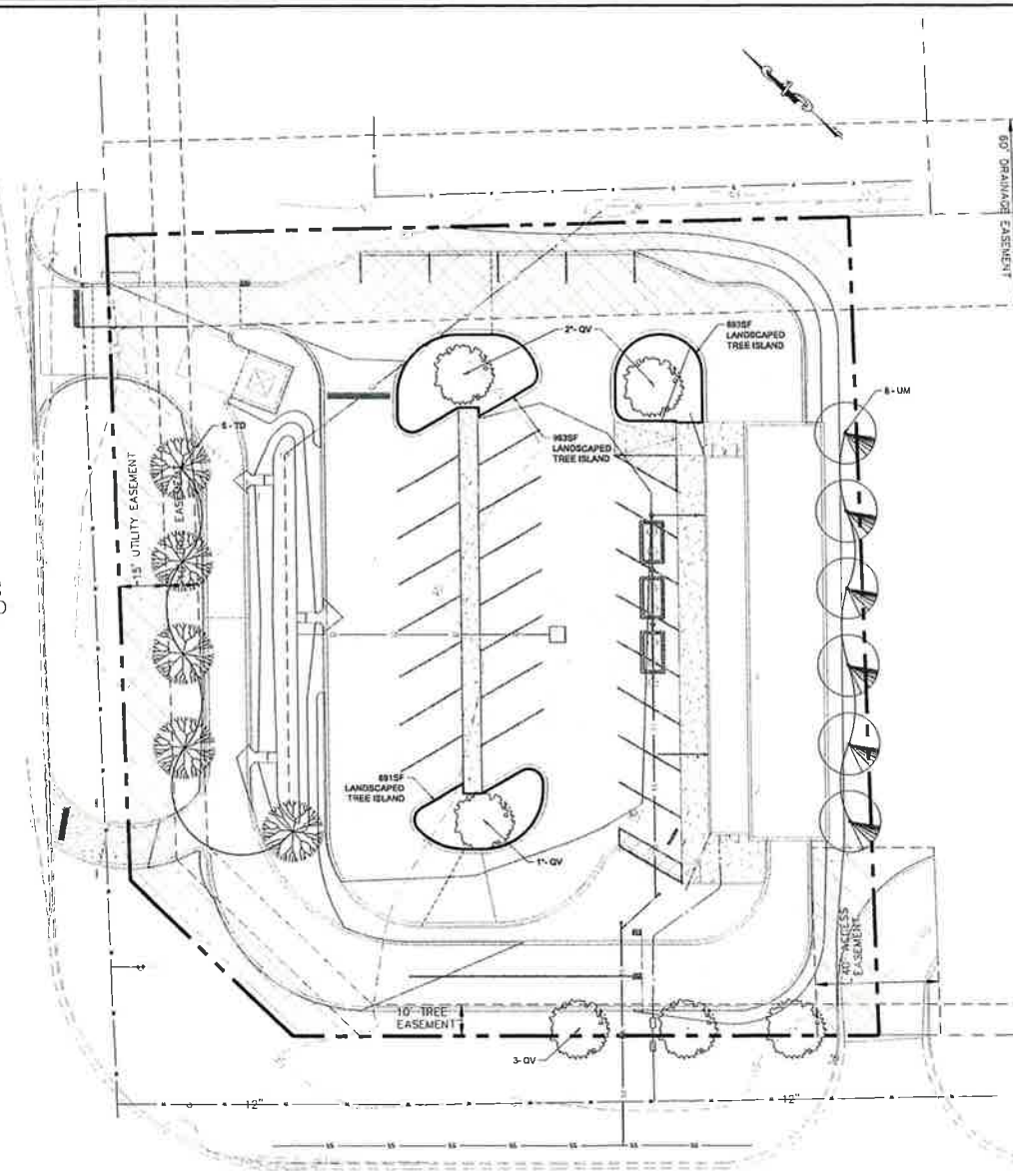
**STAKING PLAN**  
**HWY 80 CARWASH**



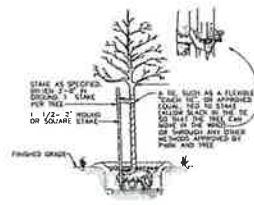
**RELEASED FOR PERMITTING**  
 DRIVE TRW 10/20/2022  
 CHKD: JAH DATE: \_\_\_\_\_  
 SCALE: 1"=10'

SHEET NO. **C.3**  
 673-22-47

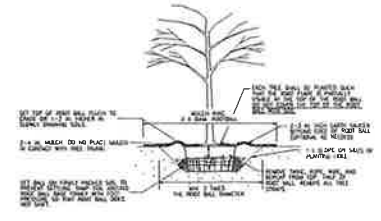
WESTSIDE BOULEVARD  
100' R/W



U.S. HIGHWAY 80  
R/W VARIES



Tree Staking  
NTS



Tree Planting  
NTS

NOTES:  
1. STAKE TREES ONLY WHEN NECESSARY. STAKES SHALL BE REMOVED 8 MONTHS AFTER PLANTING.  
2. OTHER ALLIANCE TREES WITHIN SITE TO BE PLANTED WITHIN APPROVED BY TREE AND TREE.

NOTES:  
1. STAKE TREES ONLY WHEN NECESSARY. STAKES SHALL BE REMOVED 8 MONTHS AFTER PLANTING.  
2. OTHER ALLIANCE TREES WITHIN SITE TO BE PLANTED WITHIN APPROVED BY TREE AND TREE.

LANDSCAPING REQUIREMENT CALCULATIONS	
TOTAL PROJECT AREA, TA	1.40 ACRES
GREEN SPACE	0.47 (33.5%) ACRES (M)
EASEMENT AREA, EA	0.28 ACRES
NET PARCEL AREA, TA1 (TA - EA)	1.12 ACRES
TOTAL PARKING SPACES, PK	28 SPACES
TREES REQUIRED (TA1 * 15)	17 TREES
PARKING TREES REQ'D, PK1 (PK/12 SPACES)	2 TREES
TREE ISLANDS REQ'D (300SF * PK1)	1,000 SF

LANDSCAPING PROVIDED	
TREES PLANTED	17 TREES
TREE ISLANDS COVERAGE PROVIDED	2,347 SF
PARKING TREES PROVIDED / 12 SPACES	3*

\* 120 PLANTS PER TREE PARKING SPACE

LANDSCAPING REQUIREMENT MET

PLANTING SCHEDULE					
ITEM	SCIENTIFIC NAME	COMMON NAME	QTY	SIZE	SPACING
UM	ULMUS AMERICANA	AMERICAN ELM	6	2.0" CALIPER	AS SHOWN
TD	TAXODIUM DISTICHUM	BALD CYPRESS	5	2.5" CALIPER	AS SHOWN
QV	QUERCUS VIRGINIANA	LIVE OAK	6	2.5" CALIPER	AS SHOWN
			<b>TOTAL</b>	<b>17</b>	

NOTES:  
TREES SHALL NOT BE PLANTED WITHIN 10 FEET OF ANY UNDERGROUND FACILITY  
ADEQUATE WATER SOURCES FOR PROPOSED LANDSCAPING SHALL BE PROVIDED FOR AT LEAST ONE YEAR  
THERE ARE NO SIGNIFICANT TREES EXISTING ON THE SITE

REVISION	DATE

**MAUPIN** <sup>INC</sup>  
engineering  
100 WESTSIDE BOULEVARD  
SUITE 100  
ATLANTA, GA 30328  
404.525.1234

LANDSCAPING PLAN  
HYW 80 CARWASH

LEVEL: 0.000  
**GEORGIA**  
SURVEY  
REGISTERED PROFESSIONAL ENGINEER  
NO. 12345  
DATE: 12/15/2024

RELEASED FOR PERMITTING  
DRAWN: TBW 10-20-2023  
CHECKED: JAH DATE: 11-15-2023  
SCALE: 1" = 10'

SHEET NO. **C.6**  
673-22-47  
PROJECT NO. 2023-001



## Site Plan Approval Standards

The site plan approval process is intended to provide the general public, planning commission, and city council with information pertinent to how a new development will affect the surrounding area and the city as a whole. Site plan approval does not constitute approval of any other zoning action or permit.

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted development upon property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by city council in approving any site plan:

- Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;
- provides for adequate pedestrian and traffic access;
- provides adequate space for off-street parking and loading/unloading zones where applicable;
- provides for appropriate location, arrangement, size, and design of buildings, lighting, signs, giving due consideration to the applicable zoning district(s);
- is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties;
- the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
- the proposed development site is adequately served by other public services to account for current or projected needs;
- provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
- provides adequate landscaping, including the type and arrangement of trees, shrubs, and other landscaping, which may (or may not) provide a visual or noise-detering buffer between adjacent properties; and
- Provides for improvements in accordance with all applicable federal, state, and local laws including without limitation, the Code of Ordinances for the City of Pooler.

RECEIVED

NOV 30 2022

ZONING DEPARTMENT

**STORMWATER FACILITY/INFRASTRUCTURE  
MAINTENANCE AGREEMENT**

**THIS STORMWATER FACILITY/INFRASTRUCTURE MAINTENANCE AGREEMENT** (the "Agreement"), is made and entered into this 25 day of October, 2022, by and between Dewitt Tilton Group hereinafter "Landowner," and the City of Pooler, Georgia, hereinafter "City."

**WITNESSETH:**

**WHEREAS**, the Landowner is the owner of certain real property described as Chatham County Parcel Identification Number(s) 50987 07016 as evidenced by recorded instrument in the real estate records of Chatham County, Georgia, in Book 2567 Page 100, hereinafter "Property"; and

**WHEREAS**, the Landowner is proceeding to build on and develop the property; and

**WHEREAS**, the applicable development plan for the Property, which is expressly incorporated herein and made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

**WHEREAS**, the City and the Landowner, its successors and assigns, including any homeowners association, agree the health, safety, and welfare of the residents of the city of Pooler, Georgia, require on-site stormwater management facilities/infrastructure be constructed and adequately maintained on the Property; and

**WHEREAS**, the City requires on-site stormwater maintenance facilities/infrastructure, as included in any applicable development plan for the Property, be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

- 1) The on-site stormwater maintenance facilities/infrastructure shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications in any applicable development plan approved by the City. No changes to the approved stormwater maintenance facilities/infrastructure are permitted without express prior approval by the City.
- 2) The Landowner, its successors and assigns, including any homeowners association, shall at all times adequately maintain the stormwater maintenance facilities/infrastructure. Such maintenance obligation shall include the obligation to properly maintain all pipes, channels or other conveyances built to convey stormwater to and from the facilities/infrastructure, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the stormwater facilities/infrastructure in good working



condition, as acceptable to the City, to ensure performance in accordance with their design functions.

- 3) The Landowner, its successors and assigns, including any homeowners association, shall inspect the stormwater maintenance facilities/infrastructure at least annually. The purpose of the inspection is to assure safe and proper functioning of the stormwater maintenance facilities/infrastructure. The Landowner's annual inspection shall cover all aspects of the stormwater maintenance facilities/infrastructure including without limitation berms, inlet and outlet structure(s), vegetation, infiltration media, pond area(s), access road(s), etc. Any deficiency(ies) shall be noted in the Landowner's annual inspection report, which shall be provided to the City with reasonable promptness upon completion.
- 4) The Landowner, its successors and assigns, including any homeowners association, hereby grants to the City, its authorized agents and employees, a nonexclusive perpetual easement of ingress and egress over, across, under, and through the Property for inspection of the stormwater maintenance facilities/infrastructure. The City may enter upon the Property to inspect the stormwater maintenance facilities/infrastructure for any reason including without limitation to follow up on any reported deficiencies or in response to complaints concerning the Property. If the City identifies any deficiency(ies) through its inspection, the Landowner, its successors and assigns, including any homeowners association, shall be notified of the same.
- 5) In the event the Landowner, its successors and assigns, including any homeowners association, fails to maintain the stormwater maintenance facilities/infrastructure in good working condition as acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns, including any homeowners association. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, its successors and assigns, including any homeowners association. It is expressly understood and agreed the City is under no obligation to routinely maintain or repair the stormwater maintenance facilities/infrastructure on the Property, and in no event shall this Agreement be deemed to impose any such obligation on the City.
- 6) The Landowner, its successors and assigns, including any homeowners association, shall perform all necessary work to keep the stormwater maintenance facilities/infrastructure in good working order. In the event a maintenance schedule for the stormwater maintenance facilities/infrastructure is outlined in any applicable development plan for the Property, such schedule shall be followed.
- 7) In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, including any homeowners association, shall reimburse the City, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

- 8) This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner, its successors and assigns, including any homeowners association, agrees to hold the City harmless from any liability in the event the stormwater maintenance facilities/infrastructure fail to operate properly.
- 9) This agreement shall be recorded among the deed records of Chatham County, Georgia, and shall constitute a covenant running with the land and shall be binding on the Landowner, its successors and assigns, including any homeowners association.
- 10) This Agreement in no way supersedes or alters any applicable federal, state, or local law including without limitation the Code of Ordinances for the City of Pooler, Georgia. In the event this Agreement conflicts with any applicable federal, state, or local law, this Agreement shall be subordinate to any such applicable law(s).
- 11) The Landowner and City hereby agree and expressly consent the provisions herein represent the entire agreement between them. Any other documents and or negotiations are hereby expressly superseded by execution of this agreement unless expressly incorporated herein or attached as an Exhibit.
- 12) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one and the same instrument. Signatures via facsimile or scanned PDF signatures shall be deemed original signatures.
- 13) Should any provision of this Agreement be deemed unenforceable for any reason, the Landowner and City expressly agree such unenforceability shall not affect the remaining provisions of this Agreement. Any conflict arising under a provision deemed unenforceable shall be interpreted and applied according to the laws of the State of Georgia. The remaining unaffected provisions shall be controlled by the express wording therein.

**[SPACE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS HEREOF, the Landowner and City have hereunto set their hand and seals as of the day above written.

Sworn to and subscribed before me this 25<sup>th</sup> day of October, 2022.

Balun S. Kelly  
Notary Public  
My Commission Expires 8/1/2023



Sworn to and subscribed before me this 25<sup>th</sup> day of Oct, 2022.

[Signature]  
Notary Public  
My Commission Expires: 8/22/23

[insert landowner]  
By: [Signature]

Attest: [Signature]  
KIMBERLY S. THOMAS  
(print name above)

**CITY OF POOLER**

By: [Signature]  
Rebecca Benton, Mayor

Attest: [Signature]  
Kiley Fusco, City Clerk



RECEIVED Date

NOV 30 2022

ZONING DEPARTMENT



### HOLD HARMLESS AGREEMENT

I/we, Dewitt Tilton Group-Chris Tilton agree to hold harmless the City of Pooler or any authorized utility, public or private, from any damage to my/our Water and Sanitary system at 1220 East Highway 80, Pooler, GA 31322 during the course of any repair or any maintenance of said utility. This shall apply only to those portions that lie within the public right-of-way, roadways, or any other utility easement.

Furthermore, the owner of the Water and Sanitary System and its successors in title agree that the City of Pooler or other authorized utility shall have no responsibilities for repair, maintenance, damage or replacement arising from the approval or existence of an encroachment, or any work within the right-of-way by a utility of the City of Pooler.

The system owner and its successors in title further agrees that the City of Pooler will not be held liable for any damage created from a City enterprise or other authorized utility using the right-of-way, roadway, or easement.

CHRIS TILTON - PRESIDENT

(Name & Title)

Chris Tilton

(Signed)

**UNDERGROUND FACILITIES LOCATING AND MARKING  
SERVICE AGREEMENT**

THIS UNDERGROUND FACILITIES LOCATING AND MARKING SERVICE AGREEMENT (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), aXXXX ("Customer").

**BACKGROUND**

- A. Customer owns, controls and operates underground facilities in the geographic area described on Exhibit A to this Agreement ("Contract Service Area").
- B. Customer desires to have Benchmark provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

**AGREEMENT**

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, Benchmark and Customer agree as follows:

- 1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
  - 1.1 "After Hours Call Out" means locate requests made on Benchmark-observed holidays (Memorial Day, Independence Day/July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable State One Call's regular business hours.
  - 1.2 "APWA" means the American Public Works Association and its Underground Utility Location and Coordination Council.
  - 1.3 "At Fault Damages" means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where Benchmark did not perform the Locate with Reasonable Accuracy.
  - 1.4 "Contract Year" means the 365 (366 if period includes February during a leap year) days beginning with the Effective Date and the anniversary date each year thereafter.
  - 1.5 "Customer's Facilities" means any Underground Facilities owned, leased, or controlled by Customer.
  - 1.6 "Customer Documents" mean the plans, prints, drawings, maps, as-builts, records, and other ancillary documentation and information provided by the

Customer to Benchmark in connection with Locate Services for the Customer Facilities.

- 1.7 “Damage to Customer’s Facilities” means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.8 “Excavator” means any person or entity which engages in excavation or demolition.
- 1.9 “High Profile Facilities” means fiber cable 432 pair or larger.
- 1.10 “Interruption of Service” means an interruption in the services provided by Customer to its customers arising from a Damage to Customer’s Facilities.
- 1.11 “Locatable Facilities” means Customer’s Facilities that can be field marked with Reasonable Accuracy by using equipment designed to respond to the presence of Customer’s Facilities, together with Customer Documents of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.12 “Locate” means the completed process of having provided Locate Services at an excavation site or another location as required or requested by Customer on a ticket initiated through the State One Call.
- 1.13 “Locate Service” means the process of determining the presence or absence of Customer’s Facilities, their conflict with proposed excavations or demolition, and the Marking of the proper places or routes of Customer’s Facilities within Reasonable Accuracy limits as required.
- 1.14 “Low Profile Facilities” means any of Customer’s Facilities that are not High Profile Facilities.
- 1.15 Marking means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.16 “Paintable Locate” means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.17 “Project Locate” means a Locate that requires Benchmark to spend more than one (1) hour at the excavation site.
- 1.18 “Reasonable Accuracy” means the placement of appropriate Markings within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.

- 1.19 “Restoration Costs” means the actual costs incurred by Customer to repair Damage to Customer’s Facilities arising from At Fault Damages. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer’s Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer’s Facilities).
- 1.20 “Services” mean the services to be provided by Benchmark under this Agreement.
- 1.21 “Site Visit” means to visit the site of the locate request where no Locatable Facilities are present.
- 1.22 “Site Surveillance” means to watch over and protect Customer’s Facilities at Customer’s request or during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the excavations. Commonly referred to as a “Watchdog” within the industry.
- 1.23 “State One Call” means the one call system (including the Miss Utility – 811) or as directed by the Company.
- 1.24 “Third Party Claims” means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer’s Facilities, including, claims as a result of (a) injury to or death of any third party person and (b) damage to or loss or destruction of any third party property, but excludes any claims and damages for Interruption of Service, loss of revenue, profit, business interruption or opportunity, or goodwill.
- 1.25 “Ticket” means the document generated at the State One Call center and transmitted to Benchmark, containing each locate request which Customer is contractually obligated to mark.
- 1.26 “Underground Facilities” means any item buried or placed below the ground for use in connection with the storage, transmission or conveyance of water, sewage, electronic telephonic or telegraphic and other forms of communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, hand holes, manholes, attachments and those parts of poles or anchors below ground.

- 1.27 “Unidentifiable Facilities” means Customer’s Facilities that, after a reasonable review and inspection, are neither apparent on the Customer Documents provided by Customer or from a Visual Examination.
- 1.28 “Unlocatable Facilities” means Customer’s Facilities whose presence is known either from Documents provided by Customer or a Visual Examination, but which cannot be field marked with Reasonable Accuracy using standard industry acceptable procedures.
- 1.29 “Visual Examination” means a reasonable attempt to determine the existence of Customer’s Facilities at an excavation or demolition site by a reasonable visual inspection of all surrounding facts at such site rather than solely from Customer Provided Documents.

2. Responsibilities of Benchmark.

- 2.1 Benchmark shall furnish all labor, materials and equipment to perform Locate Services for Customer within the Contract Service Area except for the Customer Documents to be provided by Customer under Section 3.1. Benchmark will receive Ticket transmittals directly from the State One Call center for the Contract Service Area at no additional cost to Customer.
- 2.2 Benchmark shall make best efforts to complete the Services within the time requirements imposed by state law. If Benchmark fails to comply with timely providing the Services, or contacting the excavator directly and communicating a mutually agreeable alternate timeline for completion (including without limitation no shows, coded differently than marked, or cleared prematurely), then Customer may outline dispute of payment on such tickets in writing to Benchmark for discussion and resolution in accordance with Section 11.1. Benchmark shall provide Customer with access to all tickets related to the Services in order to perform quality control and to resolve any inquiries or complaints.
- 2.3 Upon receipt of a request for a Locate, Benchmark will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer’s Facilities and the proposed excavation. If Benchmark determines that no field visit or Visual Examination is necessary, Benchmark will proceed under section 2.4 below.
- 2.4 If Benchmark determines that Customer’s Facilities are not present at the excavation site, Benchmark will either (a) notify Excavator prior to the proposed excavation that Customer’s Facilities are not present or (b) mark the excavation site in a manner to indicate that Customer’s Facilities are not present at the



proposed excavation site AND (c) provide positive response to the State One Call that Customer's facilities are not in conflict.

- 2.5 Customer agrees that Benchmark will have the right to screen tickets via Customer Documents. If Benchmark is aware of any incorrect information on the prints, then Benchmark will promptly notify the Customer in writing to advise of the same and request updated prints to perform the Services. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, Benchmark will not be liable for any damages that occur because of incorrect prints.
- 2.6 If Benchmark determines that there are Unlocatable Facilities at the excavation site, it will notify Customer promptly in writing (email will suffice) and Customer will determine and communicate to Benchmark a course of action to ensure the Unlocatable Facilities are identified, located, and not damaged by Excavator, including without limitation, requiring Benchmark to Locate Unlocatable Facilities that become Locatable Facilities. Benchmark shall not be liable for damages to Unlocatable Facilities properly communicated to Customer.
- 2.7 Any Customer Documents furnished by Customer pursuant to section 3.1 shall remain the property of Customer. Benchmark agrees to return all copies of such Customer Documents to Customer upon Customer's written request or at the termination of this Agreement. Benchmark agrees to keep any such Customer Documents confidential and shall use such Customer Documents only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.
- 2.8 Subject to the terms of section 3.2 below, Benchmark shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; provided such control is in full compliance with this Agreement. Benchmark shall be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and Benchmark shall be responsible for its own acts and the acts of its subcontractors or authorized agents performing any part of the Services.

- 2.9 Benchmark shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 2.10 Benchmark shall comply with the provisions of all applicable permits, licenses, certifications and insurance relative to the Services to be performed hereunder. Benchmark shall comply with all applicable laws, ordinances, court or administrative orders, rules, and regulations of the United States, the State or States where the Services are performed, and any unit of local government with jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).
- 2.11 Benchmark represents and warrants to the Customer that (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization and is authorized to do business in the Service Area and (b) it has all requisite power and authority to enter into and perform its obligations under this Agreement.
- 2.12 Benchmark agrees in performing Services hereunder, it will comply with all applicable federal and state statutes and regulations and local ordinances, orders and other legal requirements, and all rules and regulations of any right-of-way owner, including but not limited to the specifications, environment, health and/or safety (collectively "Requirements"), including but not limited to Requirements arising under: the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. §651 et seq.
- 2.13 At all times while Benchmark is on the right-of-way of any owner's premises, Benchmark shall be responsible for providing a safe working environment in relation to its Services. Accidents, injuries, and illnesses requiring medical attention other than first aid damage or damage to property of Customer, any right-of-way owner, and Benchmark, shall be reported to Customer at the time of the incident.

3. Responsibilities of Customer.

- 3.1 Customer agrees to provide Benchmark with the necessary Customer Documents to permit Benchmark to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable Customer Documents up to date with accurate information. Benchmark bears no liability for Customer's failure to provide accurate Customer Documents, or any damage which results from inaccurate Customer Documents.

- 3.2 Each Party agrees that it will reasonably cooperate with the other Party so that each Party enjoys the same protection under the laws applicable to the other Party regarding Third Party Claims as the other Party would enjoy if it were performing the Services.
- 3.3 Customer will pay Benchmark for the Locate Services in accordance with the charges set forth on Exhibit A. will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.
- 3.4 Customer agrees to make storage space available for paint and flags. Customer will also make office space available for the Benchmark supervisor as needed.

4. Term, Termination and Exclusive Nature of Agreement

- 4.1 This Agreement shall be effective as of the Effective Date, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date thereafter, unless sooner terminated pursuant to section 4.3 or section 4.4 below.
- 4.2 Customer shall use Benchmark as its exclusive provider of Locate Services within the Contract Service Area until this Agreement is terminated as provided herein.
- 4.3 Termination for Convenience. Either Party to this Agreement shall have the right to terminate this Agreement for its convenience upon thirty (30) days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by Benchmark prior to the effective date of termination.
- 4.4 Termination for Default. Either party shall have the right to terminate this Agreement for a default under this Agreement that is not cured within ten (10) days following written notice from the non-defaulting party to the defaulting party.

5. Investigations of Damage to Customer's Facilities

- 5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after Benchmark has been asked to perform a Locate with respect to the Customer's Facilities, the party having knowledge of the Damage to Customer's Facilities shall promptly notify the other party. This notification may be made orally and followed up in writing (email will suffice). Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 5.2 Benchmark will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer. Such report will contain

Benchmark's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. If Customer disputes Benchmark's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.

- 5.3 Customer agrees that should it fail to notify Benchmark as provided in section 5.1 of any Damage to Customer's Facilities within forty-eight (48) hours after Customer receives notice of the damage and Benchmark has no knowledge or information of the damage within that period, then Benchmark shall not be liable to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify Benchmark against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

6. Limitation of Liability and Indemnification of Customer by Benchmark

- 6.1 Benchmark will be responsible for paying Customer's Restoration Costs only if:
- a) Benchmark receives a request to provide Locate Services with respect to Customer's Facilities, and
  - b) the Damage to Customer's Facilities constitutes an At Fault Damage.
- Benchmark shall be assessed a penalty fee not to exceed \$2,500.00 per incident to offset the costs incurred by Customer or its insurer for loss or damage claims resulting from unmarked or incorrectly marked facilities. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities after Benchmark makes best efforts to give Customer notice of Unlocatable Facilities as required hereunder to cause such Facilities to become Locatable Facilities, Benchmark's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. Benchmark shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders ("Customer Indemnities") from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, Benchmark shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees.

6.2 If Benchmark commits negligence in performing or not performing Services hereunder, then Benchmark, whether directly or through its insurer, shall be liable for its share of damages proportional to Benchmark's share of fault.

7. Indemnification of Benchmark by Customer

7.1 Customer shall indemnify and hold harmless Benchmark, its agents, employees, officers, directors and shareholders ("Benchmark Indemnities") from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees (excluding Benchmark as a contractor hereunder).

8. Price Revisions

8.1 Benchmark may adjust the prices for Locate Services set forth on Exhibit B upon each annual anniversary year following the Effective Date by providing Customer with at least sixty (60) days' advance written notice to Customer prior to the end of the existing term or a renewal term (as applicable), provided that Benchmark provides Customer evidence that such price increase results from either (a) an increase in Benchmark costs for providing the Services that exceeds the average rate of inflation for the period since Benchmark's most recent price increase or (b) a material change in the State One Call statute effective within the Contract Service Area; Unless Customer contests, in writing within the thirty (30) day notice period, the evidence provided by Benchmark and the price increase will become effective on the date identified in Benchmark's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. The charges for Locate Services set forth on Exhibit B shall not increase more than 2% unless otherwise provided herein. In addition, Benchmark may request Customer to add one (1) additional staff member under this Agreement for the Locate Services if the gross ticket count as of the Effective Date (3,289 per month as of May 2019) increases twenty-five percent (25%) or more per year and the parties will work in good faith to negotiate an amendment to include such additional personnel to cover the increase in Locate Services.

9. Equal Employment

9.1 Benchmark acknowledges that it is an equal opportunity employer. Benchmark is committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of

sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law (“Protected Classifications”).

10. Insurance

10.1 Notwithstanding any other provision in this Agreement, Benchmark shall obtain and maintain insurance against its contractual liability created under this Agreement, from an insurer and to the complete satisfaction of the Customer, which shall be no less than the following insurance coverages and for the benefit of the Customer:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker’s Compensation	Statutory Limit
Employers’ Liability	
Each Accident	\$500,000
Disease, Policy Limit	\$500,000
Disease, Each Employee	\$500,000
Comprehensive General Liability	
including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$1,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence
Errors and Omissions	\$500,000 Each Occurrence
Umbrella Liability	\$3,000,000 Each Occurrence

10.2 Prior to performing any Services under this Agreement, Benchmark shall provide Customer with a certificate of insurance naming the Customer as additional insured. Such insurance coverages shall be written so that it shall not lapse or terminate without at least thirty (30) days written notice to the Customer.

11. Dispute Resolution

11.1 The parties shall attempt in good faith to resolve all disputes (“Controversy”) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have

previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to senior executives, or if no meeting of senior executives has taken place within fifteen days after such referral, the parties hereto shall simply reserve to themselves the right to litigate any such disputes in an appropriate forum within the Contract Service Area.

12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If Benchmark claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from Benchmark that such cause has ended.
- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of Benchmark and Customer. The term "Agreement" shall include any such future amendments or modifications.
- 12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and Benchmark each represent that it has read this Agreement, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.
- 12.4 The Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of each Party appear on each counterpart; but it shall be sufficient that the signature of each Party appear on one or more of the counterparts, all together shall constitute a single agreement. The Agreement may be executed in counterparts, including by electronic transmission (PDF, facsimile or otherwise), each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

[continued to the next page for signatures]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

XXXX

Benchmark Subsurface Utility Services, LLC

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Customer's Address:

XXXX  
Attn: VP Implementation/Operations  
913 S. Burnside Ave.  
Gonzales, LA. 70737-4258

Benchmark's Address:

9500 King Air Ct.  
Ashland, AV. 23005



## Exhibit A

Benchmark Subsurface Utility Services, LLC will charge for services rendered hereunder as follows:

<b>Description</b>	<b>Rate</b>	<b>Quantity</b>
Option 1: Flat Rate Per Month for 2 Locators	\$9,750.00 per locator	2 per month
Option 2: Price per ticket	\$23.50 per ticket	TBD
Locate after hour Emergency tickets	\$75.00 per hour, 2 hour min.	TBD
Hourly Rate for Special Requests	\$75.00 per hour	TBD

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between TY WILSON, a lawyer in good standing with the State Bar of Georgia, with an address of 2 East Bryan Street, Suite 400, Savannah, Georgia 31401 (hereinafter the “Solicitor”), and the City of Pooler, Georgia, a Georgia municipal corporation having its principal place of business at 100 SW Highway 80, Pooler, Georgia 31322 (hereinafter the “City”).

### W I T N E S S E T H:

**WHEREAS**, the Municipal Court of Pooler (the Court) is operated under the legal authority of the City, and has jurisdiction over cases wherein charges are brought against individuals for violations of municipal ordinances and certain state laws; and

**WHEREAS**, in order to properly handle the business of the Court and prosecution of municipal offenses and violations of state law, the City desires to hire the Solicitor, and the Solicitor desires to perform services for the City; and

**WHEREAS**, the Solicitor and the City desire to enter into this Agreement to establish the terms and conditions of the relationship between them.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Engagement.** The City hereby engages Solicitor, and Solicitor accepts such engagement, to provide to City the following services: Serve as the Municipal Court Solicitor for the City in accordance with the City Charter, the ordinances of the City and the laws of the State of Georgia.
2. **Place of Work.** The Solicitor will perform the services as required by the City on a part-time basis at such times and places as Solicitor shall determine except that court shall be held at places designated by the City.
3. **Duties.** Solicitor shall use best efforts and judgment in performing services set forth in Section 1 of this Agreement on behalf of the City. The duties of the Solicitor shall include contact with the City’s customers and the general public and as such the Solicitor shall at all times behave in a professional manner in representing the interests of the City. The Solicitor shall be free to arrange the manner of performance of the duties hereunder and will not be expected to maintain a schedule of duties, except as necessary to comply with the reasonable assignments requested by City from time to time.
4. **Manner of Performance.** Solicitor will determine the method, details and means of performing the services on behalf of City. City shall have no right to, and shall not, control the manner or determine the method of accomplishing Solicitor’s services. Solicitor will be responsible for supplying all administrative personnel, equipment, and instrumentalities

required to perform the duties under this Agreement; provided, however, that Solicitor shall not be responsible for providing court staff to the City.

5. **Standard of Performance.** The Solicitor shall comply with all federal, state and local laws in performing the duties hereunder. The Solicitor shall adhere to, and perform the duties herein in conformity with all practices, procedures, and/or standards as set forth by the Prosecuting Attorneys' Council of Georgia, established under OCGA § 15-18-40 et seq. as amended.
6. **Compensation.** For the services to be rendered and performed hereunder by the Solicitor, the Solicitor shall be paid **Four Hundred Fifty Dollars (\$450.00)** per court docket for services rendered pursuant to this Agreement. Payment may be made in a lump sum or monthly as agreed upon. The Solicitor shall invoice the City for the services, designating the date of service and type of docket. The Solicitor acknowledges this is an independent contractor agreement, and shall be responsible for payment of any and all taxes on the compensation paid to Solicitor hereunder, and agrees to indemnify and hold harmless the City therefrom. As an independent Solicitor, the Solicitor shall not be entitled to receive any fringe benefits that are generally available to the Employees of the City, and shall only be entitled to receive the cash compensation specifically set forth herein.
7. **Independent Solicitor.** The parties agree that the Solicitor will act as an independent Solicitor in performing the duties hereunder and is not an employee, agent, joint venturer or partner of City. The Solicitor shall not incur any obligations on behalf of the City without the City's written consent. The Solicitor is not an employee of the City and the Solicitor shall have the exclusive responsibility for appropriate withholding of the taxes relating to compensation hereunder, and the City shall not withhold any federal, state or local taxes thereon. Further, the City is not obligated to and will not withhold FICA (Social Security) from payments made to Solicitor and will not make state or federal unemployment insurance contributions on behalf of Solicitor. Upon request by City, Solicitor shall provide proof of compliance with the provisions of this section and failure to comply with same shall constitute a breach of this Agreement by Solicitor.
8. **Term.** This Agreement establishes an at will relationship between the City and Solicitor. The City may terminate the Agreement at any time without prior notice. This Agreement may only be terminated by Solicitor upon providing written notice at least thirty (30) days in advance of the date of termination. A termination notice must be sent via certified or registered US mail to the address of the parties set forth in the opening paragraph of this Agreement, or be provided via hand delivery with a written confirmation of receipt. Formal notice may be waived by the City.
9. **Expenses.** City shall only reimburse Solicitor for expenditures if Solicitor had prior authorization from City to incur such expenditures.
10. **Construction.** The parties acknowledge that each had a part in the preparation of this Agreement, and this Agreement shall not be strictly construed against either party.

11. **Georgia Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Georgia.
12. **Severability.** Should any provision of this Agreement be held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement.
13. **Captions.** The captions or headings of the sections or other subdivision hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representative and the Solicitor has caused this Agreement to be executed as of the date first written above.

Solicitor: \_\_\_\_\_  
Ty Wilson

City of Pooler: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Witness

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Lauren Tignor, Esq.**, a lawyer in good standing with the State Bar of Georgia, with a current office address of 25 Bull Street, Suite 200, Savannah, Georgia 31401 (hereinafter the "Public Defender"), and the City of Pooler, Georgia, a Georgia municipal corporation having its principal place of business at 100 SW Highway 80, Pooler, Georgia 31322 (hereinafter the "City").

### W I T N E S S E T H:

**WHEREAS**, the City desires to hire the Public Defender, and the Public Defender desires to perform services for the City; and

**WHEREAS**, the Public Defender and the City desire to enter into this Agreement to establish the terms and conditions of the relationship between them.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Engagement.** The City hereby engages Public Defender, and Public Defender accepts such engagement, to provide to City the following services: Serve as the Municipal Court Public Defender for the City in accordance with the City Charter, the ordinances of the City and the laws of the State of Georgia.
2. **Place of Work.** The Public Defender will perform the services as required by the City on a part-time basis at such times and places as Public Defender shall determine except that court shall be held at places designated by the City.
3. **Duties.** Public Defender shall use best efforts and judgment in performing services set forth in Section 1 of this Agreement on behalf of the City. The duties of the Public Defender shall include contact with the City's customers and the general public and as such the Public Defender shall at all times behave in a professional manner in representing the interests of the City. The Public Defender shall be free to arrange the manner of performance of the duties hereunder and will not be expected to maintain a schedule of duties, except as necessary to comply with the reasonable assignments requested by City from time to time.
4. **Manner of Performance.** Public Defender will determine the method, details and means of performing the services on behalf of City. City shall have no right to, and shall not, control the manner or determine the method of accomplishing Public Defender's services. Public Defender will be responsible for supplying all administrative personnel, equipment, and instrumentalities required to perform the duties under this Agreement; provided, however, that Public Defender shall not be responsible for providing court staff to the City.
5. **Standard of Performance.** The Public Defender shall comply with all federal, state and local laws in performing the duties hereunder. The Public Defender shall adhere to, and

perform the duties herein in conformity with all practices, procedures, and/or standards as set forth by the Georgia Public Defender Standards Council, pursuant to the Georgia Indigent Defense Act of 2003, O.C.G.A. § 17-12-1 et seq. as amended.

6. **Compensation.** For the services to be rendered and performed hereunder by the Public Defender, the Public Defender shall be paid monthly the as follows: **Four Hundred Fifty Dollars (\$450.00)**, per court session, and **Two Hundred Fifty Dollars (\$250.00)** per in-person jail visit to interview clients. Notwithstanding, Public Defender shall not be paid more than \$500.00 in any one month for in-person jail visits. The Public Defender acknowledges this is an independent contractor agreement, and shall be responsible for payment of any and all taxes on the compensation paid to Public Defender hereunder, and agrees to indemnify and hold harmless the City therefrom. As an independent Public Defender, the Public Defender shall not be entitled to receive any fringe benefits that are generally available to the Employees of the City, and shall only be entitled to receive the cash compensation specifically set forth herein.
7. **Independent Public Defender.** The parties agree that the Public Defender will act as an independent public defender in performing the duties hereunder and is not an employee, agent, joint venturer or partner of City. The Public Defender shall not incur any obligations on behalf of the City without the City's written consent. The Public Defender is not an employee of the City and the Public Defender shall have the exclusive responsibility for appropriate withholding of the taxes relating to compensation hereunder, and the City shall not withhold any federal, state or local taxes thereon. Further, the City is not obligated to and will not withhold FICA (Social Security) from payments made to Public Defender and will not make state or federal unemployment insurance contributions on behalf of Public Defender. Upon request by City, Public Defender shall provide proof of compliance with the provisions of this section and failure to comply with same shall constitute a breach of this Agreement by Public Defender.
8. **Term.** This Agreement shall be an at will term, terminable by either party, and may only be terminated upon providing written notice at least thirty (30) days in advance of the date of termination. A termination notice must be sent via certified or registered US mail to the address of the parties set forth in the opening paragraph of this Agreement, or be provided via hand delivery with a written confirmation of receipt.
9. **Expenses.** City shall only reimburse Public Defender for expenditures if Public Defender had prior authorization from City to incur such expenditures.
10. **Assignment.** The City specifically contracts for services of the Public Defender, but from time to time in the event Public Defender is unavailable Public Defender may assign, subcontract or delegate the duties hereunder without notice to City.
11. **Construction.** The parties acknowledge that each had a part in the preparation of this Agreement, and this Agreement shall not be strictly construed against either party.
12. **Georgia Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Georgia.

13. **Severability.** Should any provision of this Agreement be held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement.
14. **Captions.** The captions or headings of the sections or other subdivision hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representative and the Public Defender has caused this Agreement to be executed as of the date first written above.

Public Defender: \_\_\_\_\_  
Lauren Tignor, Esq.

City of Pooler: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Witness