



CITY of POOLER
— GEORGIA —

CITY COUNCIL **Regular Meeting – Agenda**

March 20, 2023 at 6:00 PM

Pooler City Hall 100
US Hwy 80 SW,
Pooler, GA 31322
www.pooler-ga.gov

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- 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 March 7, 2023
 - B. City Council Executive Session Minutes of March 7, 2023
 - C. Special Event Permit Application for Cavallo Equestrian Arts, LLC from March 31, 2023 through April 2, 2023
 - D. Special Event Permit Application for the Chamber of Commerce on April 21, 2023 (*seeking waiver*)
 - E. Special Event Permit Application for Robert Carpenter on May 6, 2023
 - F. Special Event Permit Application for The 200 Club of the Coastal Empire on May 6, 2023 (*seeking waiver*)
 - G. Department Reports
 1. Public Works
 2. Finance
 3. Fire
 4. Police
 5. Recreation
 6. Planning & Zoning
 - VII. NEW BUSINESS
 - A. Site Plan for Element Hotel at 100 Davol Street
 - B. Acceptance of Maintenance and Sidewalk Performance Bond for Clear Lake Reserve Phase 2

- C. Pooler Recreation Complex Tennis Courts Change Order #1 from Parker Properties
- D. Amendment #1 to the 2023 Roadside Mowing and General Maintenance Contract with The McGraley Company, LLC
- E. 2023 Surplus Property List
- F. Fiscal Year 2023 Community Project Funding Grant Agreements B-23-CP-GA-0458, 0459, 0460, 0461
- G. Disciplinary Hearing for Owner of Savannah Chocolate Bar at 1 N Godley Station Boulevard, Suite B-100

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT



CITY of POOLER
— GEORGIA —

CITY COUNCIL
Regular Meeting – Minutes

March 7, 2023 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
John Wilcher, Councilmember
Karen Williams, Councilmember
Robert Byrd, City Manager
Craig Call, City Attorney
Chris Lightle, Finance Officer
Kiley Fusco, Clerk of Council

Absent:

II. CALL TO ORDER

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

III. INVOCATION

Pastor Jennifer Thompson of Wesley Monumental United Methodist Church gave the invocation.

IV. PLEDGE OF ALLEGIANCE

Pastor Jennifer Thompson led the pledge.

V. ANNOUNCEMENTS

Mayor Rebecca Benton reminded all present of the 2023 Partner with Pooler to Plant a Tree for Free event happening this Saturday, March 7 from 10:00 a.m. to 2:00 p.m. at the Pooler Recreation Complex.

VI. CONSENT AGENDA

A. **City Council Meeting Minutes of February 21, 2023**

B. **City Council Executive Session Minutes of February 21, 2023**

Councilmember Aaron Higgins moved to approve the consent agenda.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Black

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

VII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS

A. **Ordinance O2023-02.A - Council Meeting Time** (*Second Reading*)

City Manager Robert Byrd presented the second reading for consideration.

Councilmember Aaron Higgins moved to approve the second reading of Ordinance O2023-02.A - Council Meeting Time.

Motion to Approve; PASSED (5-1)

MOVER: Higgins

SECONDER: Black

AYES: Black, Higgins, Wall, Wilcher, Williams

NAYS: Hutcherson

VIII. NEW BUSINESS

A. **Pavement Setback Variance for 115 Towne Center Boulevard** (*Public Hearing, Action*)

City Manager Robert Byrd presented the variance for consideration. Dan Fischer was present on behalf of the petitioner and stated the detention pond would be surrounded by a fence. Mayor Rebecca opened and closed the public hearing without comment. Councilmember Karen Williams, after review of the criteria, moved to approve the Pavement Setback Variance for 115 Towne Center Boulevard.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

B. **Building Height Variance for a Proposed Hotel at 115 Towne Center Drive** (*Public Hearing, Action*)

City Manager Robert Byrd presented the variance for consideration. Dan Fischer was present on behalf of the petitioner. Mayor Rebecca Benton opened and closed the public hearing without comment. Councilmember Aaron Higgins, after review of the criteria, moved to approve the Building Height Variance of 2.7" for the Proposed Hotel at 115 Towne Center Drive.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Wilcher

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

C. **Conditional Use Request for a Proposed Trailer Parking Yard on Jimmy DeLoach Parkway** (*Public Hearing, Action*)

City Manager Robert Byrd presented the request for consideration. Scott Allison of Coleman Company was present on behalf of the petitioner. Mayor Rebecca Benton opened and closed the public hearing without comment. Councilmember Karen Williams, after review of the criteria, moved to approve the Conditional Use Request for a Proposed Trailer Parking Yard on Jimmy DeLoach Parkway.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Wilcher

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

D. **Site Plan for Savannah Quarters Office on Holmes Court**

City Manager Robert Byrd presented the site plan for consideration. Justin Farmer was present on behalf of the petitioner. Councilmember Aaron Higgins moved to approve the Site Plan for Savannah Quarters Office on Holmes Court subject to the following conditions:

1. Recording of the stormwater agreement prior to the scheduling of a preconstruction meeting
2. City Attorney approval

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Wilcher

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

E. **Site Plan for Pittman Subaru on Kita Avenue (Clear Lake Reserve)**

City Manager Robert Byrd presented the site plan for consideration. Wesley Green of Coleman Company was present on behalf of the petitioner. Councilmember John Wilcher moved to approve the Site Plan for Pittman Subaru on Kita Avenue (Clear Lake Reserve) subject to the following conditions:

1. Payment of \$14,025.00 into the Tree Fund
2. Recording of the stormwater agreement prior to the scheduling of a preconstruction meeting

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Wall

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

F. **Proposal for Pooler Recreation Complex Tennis and Pickleball Lighting System from Musco Lighting**

City Manager Robert Byrd presented the proposal for consideration. Councilmember Aaron Higgins moved to approve the Proposal for Pooler Recreation Complex Tennis and Pickleball Lighting System from Musco Lighting to be paid out Special Purpose Local Option Sales Tax (SPLOST) funds, not to exceed \$312,818.00 and subject to City Attorney approval.

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

IX. EXECUTIVE SESSION

With no further public business to conduct, Councilmember Stevie Wall moved to enter Executive Session. Council entered Executive Session at 6:42 p.m.

Motion to Enter; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Wilcher

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

Mayor Rebecca C. Benton called the meeting back to order at 6:49 p.m..

X. ADJOURNMENT

Councilmember Aaron Higgins moved to adjourn the meeting.

Motion to Adjourn; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Wilcher

AYES: Black, Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

The meeting adjourned at 6:49 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 7th day of March, 2023. 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 _____.
 - 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 elected officials seeking legal advise on political campaign from City Attorney. City Attorney advises ---

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.

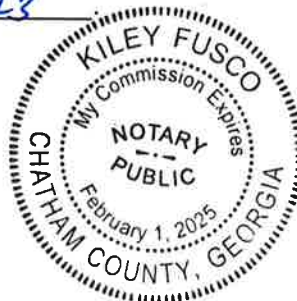
This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4(b) and is to be filed with the official minutes for the aforementioned meeting.

This 7th day of March, 2023.

Rebecca C. Benton
Rebecca C. Benton, Mayor

Sworn to and subscribed before me
this day of 7th day of MARCH, 2023

[Signature]
Notary Public





SPECIAL EVENT PERMIT APPLICATION

1. APPLICANT'S INFORMATION:

<u>Cavallo Equestrian Arts LLC</u>	<u>cavalloeqarts@live.com</u>
Applicant's Name	Email Address
<u>7820 Irvin Rd. Myakka City, FL 34251</u>	<u>813.748.1879 - 813.995.4749 on-site</u>
Applicant's Home Address	Telephone Number
<u>Rachael Estrada - Booking Agent</u>	<u>cavalloeqarts@live.com</u>
Contact Person/Agent Name	Email Address
<u>same</u>	
Contact Person/Agent Telephone Number	

2. EVENT INFORMATION:

<u>March 31, 2023 - April 2nd, 2023</u>	<u>Tanger Outlet 200 Tanger Outlets Blvd, Pooler, GA 31322</u>
Date of Event	Location of Event
<u>Friday 7:00pm - 8:30PM, Saturday 4:30pm - 8:30, Sunday 12PM - 5:30pm</u>	<u>300 per performance</u>
Starting Time of Event	Ending Time of Event
	Estimated # of Participants

Cirque Ma'Ceo - Live theatrical performance featuring artists and horses
 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 Will Alcohol be served? Yes No (if yes, STOP see checklist)
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.

<u>Olissio Zoppe</u>	<u>03/03/22</u>
Applicant's Signature	Date

Date Submitted: 3/2/23 Permit # 0311 Fee Paid: \$ _____ Council Meeting Date: 3/20/23.

Approved Denied Special Stipulations: _____

Mayor's Signature: _____



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

<u>POLICE DEPARTMENT</u>			
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 checked="" type="checkbox"/>	Denial: <input type="checkbox"/>
<i>C. Coley/Brewer</i>	<i>3/07/2023</i>		
Comments/Concerns: <u><i>Security plan required as</i></u>			

<u>FIRE DEPARTMENT</u>			
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: _____			

<u>PARKS & RECREATION DEPARTMENT (if applicable)</u>			
The Parks & Recreation Department has reviewed the application and the details of the event. Based on their review, requirements, and availability if needed, the application is therefore recommended for:			
Reviewed by:	Date:	Approval: <input type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: _____			



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

POLICE DEPARTMENT			
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:			

FIRE DEPARTMENT			
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>Gwh</i>	Date: <i>3/3/23</i>	Approval: <input checked="" type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: <i>APPROVED - PENDING FINAL TENT INSPECTION PRIOR TO 1ST SHOW. WE WILL COORDINATE FIRE/RESCUE COVERAGE WITH APPLICANT & TANGER - GWS.</i>			

PARKS & RECREATION DEPARTMENT (if applicable)			
The Parks & Recreation Department has reviewed the application and the details of the event. Based on their review, requirements, and availability if needed, the application is therefore recommended for:			
Reviewed by:	Date:	Approval: <input type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns:			



Contact:
7820 Irvin Rd.
Myakka City, 34251
(813) 748.1879
cavalloeqarts@live.com

Fire/Safety Plan

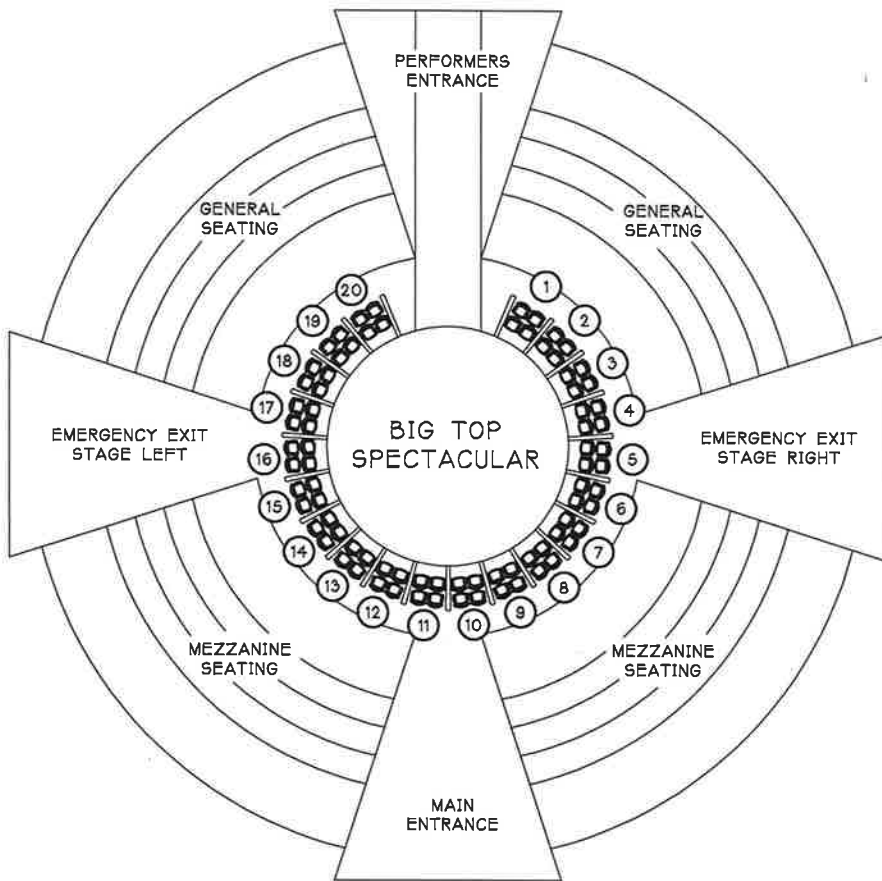
In the event of an emergency announcements will be made over amplified. All house lights will come on and the performance will come to a stop. The announcer will direct people to exit in a calm and safe manner to the nearest exit. All staff will be present to assist the patrons vacate the tent. Additional assistance will be provided to those in a wheelchair and families with young children. As patrons are exiting personnel will guide them to a safe area.

All emergency exits are always kept open while the public is present are clearly marked with emergency battery powered lighting.

In the event of a Fire, staff is instructed to de-energize all power equipment. All staff is trained on how to use a fire extinguisher and will do their best to contain the fire until the Fire Department arrives. The entire staff is responsible in cases of emergencies, and not just one member. During the evacuation process the Manager on site will contact 911 to have emergency services and assist.

In situations when the emergency is due to weather/wind, the patrons are asked to vacate the area immediately as high winds can make the area unsafe. The tent will be watched to maintain safety or be taken down, depending on the severity of the storm.

All staff over the age of 18 have received safety training



- GENERAL NOTES:
1. MAIN POLES - AS SHOWN IN DETAILS
 2. SIDE POLES - 3-1/2" DIA. STEEL
 3. GROUND STAKES
 - 3.1. 1-1/2" DIA. STEEL #4-8 IN LENGTH, DRIVEN TO A MIN. DEPTH OF 3'-0" BELOW THE GROUND. STAKES ARE GOOD FOR A SOIL BEARING VALUE OF 4,000 P.S.F. OR BETTER.
 - 3.2. WOOD STAKES - 3-1/2" TO 4" DIA. DENSE NO. 1 SOUTHERN PINE SOLID WOOD STAKES. ALL GROUND STAKES SHALL BE DRIVEN TO A MIN. DEPTH OF 3'-0" BELOW GROUND SURFACE. GENERALLY USED IN WET OR SOFT CONDITIONS.
 4. POLE RIG CABLES - MAY BE TIED TO TRACTOR TRAILER TRUCKS PROVIDED - TRUCK KEYS ARE KEPT IN THE OFFICE. THIS IS PRIMARILY FOR SOFT OR WET SOIL CONDITIONS AND IN HIGH WIND CONDITIONS.
 5. WIND SPEED OF 30MPH WAS USED FOR THE DESIGN OF THE TENT. THIS TENT IS NOT DESIGNED TO WITHSTAND WINDS FROM A CATEGORY 1 OR HIGHER HURRICANE. AS A RESULT OF THIS, THE TENT MUST BE TAKEN DOWN WHEN A HURRICANE IS FORECAST WITHIN 12 HOURS. TENT MAY BE ERECTED WHEN STORM PASSES THE AREA.
 6. USING AMERICAN STANDARDS 7-05 THE TENT IS DESIGNED FOR 80MPH WIND IN A CLASS 10 OPEN TERRAIN LOCATION WITH A 3 YEAR RETURN PERIOD DUE TO THE TEMPORARY NATURE OF ITS LOCATION. THE RESULTING PRESSURE LOAD ON THE SURFACE OF THE TENT IS 5.5 PSF. ON THE TENT SURFACE AND IN ADDITION TO THE APPLIED LOAD A PRE-STRESS LOAD ON THE MEMBRANE HAS BEEN INCLUDED.
 7. THE 3/4" DIA. STORM GUTS ONLY NEED TO BE INSTALLED FOR TIMES WHEN WINDS OF 80 MPH OR MORE ARE FORECAST OR AS REQUIRED BY LOCAL BUILDING OFFICIALS WHEN UNFORECAST STORMS OF 40MPH WINDS OR GREATER ARE COMMON TO THE AREA. STORM GUTS SHALL BE SECURED TO TRACTOR TRAILER TRUCKS. KEYS FOR TRUCKS MUST BE PUT IN THE OFFICE.
 8. SOIL CONDITIONS FOR WHICH DESIGN WILL APPLY ARE THOSE WHICH HAVE ALLOWABLE BEARING CAPACITY OF 3 TONS/SQ. FOOT. SEE CHART ON THIS DRAWING FOR SOIL CAPACITIES.

PRELIMINARY UNIT SOIL BEARING VALUE FROM INC.		
CLASS	MATERIAL	BEARING VALUE TONS/SQ. FT.
1.	MASSIVE CRYSTALLINE BED ROCK, SUCH AS GRANITE	700
2.	FOLIATED ROCK SUCH AS SCHIST OR SLATE SHALE	40
3.	SEDIMENTARY ROCK SUCH AS HARD SLTSTONE OR SOUND SANDSTONE COMPACTED GRAVELS OR SANDS	15
4.	COMPACTED GRAVEL, SAND MIXTURES	10
5.	LOOSE GRAVEL, COARSE SAND, COMPACT	6
6.	COARSE SAND, LOOSE, SAND-GRAVEL MIXTURES, FINE FINE SAND, COMPACT	4
7.	FINE SAND, LOOSE, FINE SAND, WET STIFF CLAY	3
8.	MEDIUM STIFF CLAY	4
9.	SOFT CLAY	2

- LIFE SAFETY NOTES:
1. APPROXIMATE FIXED SEATING CAPACITY - 800 (VARIES BASED ON BLEACHERS USED)
 2. APPROXIMATE FLOOR AREA - 6,650 SQ. FT.
 3. EXTINGUISHERS - 8 REQUIRED. NUMBER PROVIDED IS (H) ABC AND (H) 2-1/2 GALL. WATER EXTINGUISHERS.
 4. GENERAL LIGHTING FOR THE TENT IS PROVIDED BY PORTABLE GENERATORS.
 5. EMERGENCY LIGHTING, EXIT SIGNS AND EGRESS ILLUMINATION PER INTERNATIONAL BUILDING CODE.
 6. TOTAL NUMBER OF EXITS REQUIRED IS (H) FOR GREATER THAN 700 PERSON CAPACITY AND IS FOR LESS THAN 700 PERSON CAPACITY.
 7. EXIT WIDTHS - MAIN ENTRY TO PROVIDE EXIT WIDTH FOR 50% OF CAPACITY CALCULATED AT 5.67 PER PERSON FROM MIN. WIDTH BASED ON 800 PERSON CAPACITY. MINIMUM 10' REMAINING EXITS PROVIDED ARE (H) IF WIDE EXITS FOR A TOTAL EXIT WIDTH OF 408'. TOTAL EXIT WIDTH REQUIRED IS 500' BASED ON 800 PERSON CAPACITY.
 8. SMOKING SHALL BE PROHIBITED IN THE TENT. THE REQUIREMENT SHALL BE ANNOUNCED TO THE AUDIENCE SIGNS SHALL BE POSTED FREQUENTLY.
 9. LETTERING ON THE SIGNS SHALL BE A MINIMUM OF 2" HIGH. NONE, NO HAT, STRAW, SHAVINGS, OR SIMILAR.
 10. COMBUSTIBLE MATERIALS: COMBUSTIBLE MATERIAL, OTHER THAN NECESSARY FOR FEEDING, SHALL BE IN THE TENT. SAW DUST OR SHAVINGS CAN BE IN THE TENT IF IT IS KEPT DAMP.
 11. SPOT OR EFFECT LIGHTING - WHEN SPOT OR EFFECT LIGHTING ARE USED WITHIN SIX FEET OF ANY COMBUSTIBLE MATERIAL, OTHER THAN TENT POLES, SUCH MATERIAL SHALL BE PROTECTED BY INCOMBUSTIBLE NON CONDUCTIVE MATERIAL AT LEAST 3/4" THICK.
 12. CIRCLES PROVIDES HANDICAPPED ACCESS. ROWS CHAIRS MAY BE REMOVED TO PROVIDE SEATING FOR HANDICAPPED. FIRST TWO ROWS OF PORTABLE SEATING ARE DESIGNATED ACCESSIBLE SEATING.
 13. THE BLEACHERS MEET THE REQUIREMENTS OF NFPA-101 CHAPTER 4-5.5 DESIGN LOADS AND INTERNATIONAL BUILDING CODE FOR LOADING, AISLE, AND EXIT WIDTH. TENT, BLEACHERS, & EXITS MEET REQUIREMENTS OF NFPA 101.
 14. NO SIX WIRE OR SIX WIRE SHALL CROSS ANY MEANS OF EGRESS AT A HEIGHT OF LESS THAN 7 FT. TENTS STAKES ADJACENT TO ANY MEANS OF EGRESS FROM ANY TENT OPEN TO THE PUBLIC SHALL BE SALED ORY CAPTED, OR COVERED IN SUCH A MANNER AS NOT TO PREVENT A HAZARD TO THE PUBLIC.
 15. OCCUPANCY CLASSIFICATION - DESIGNATION A-3 ASSEMBLY.
 16. NO PLACE OF ASSEMBLY SHALL BE LOCATED WITHIN 300 FEET OF ANY OCCUPANCY CONTAINING EXPLOSIVE HAZARD.
 17. TENT ORIENTATION VARIES ACCORDING TO SITE.
 18. 4'-0" OR GREATER UNOBSTRUCTED ACCESS AISLES MUST BE MAINTAINED.
 19. BLEACHER LOADING REQUIREMENTS
 - 19.1. 100# / LF. FOR SEAT BOARD AND FOOT BOARD.
 - 19.2. 100# / SF. UNIFORMLY DISTRIBUTED LIVE LOAD ON THE GROSS HORIZONTAL PROJECTION.
 - 19.3. 24# / LF. OF SEAT HORIZONTAL LOAD PARALLEL TO LENGTH OF SEAT. 0.
 - 19.4. 10# / LF. OF SEAT LOADING PERPENDICULAR TO LENGTH OF SEAT.
 - 19.5. 20# / SF. HORIZONTAL WIND LOAD ON VERTICAL PROJECTION OF THE STAND, WITH OUT LIVE LOAD.
 20. HANDRAIL LOADING REQUIREMENTS
 - 20.1. CONCENTRATED LOAD OF 200# AT ANY POINT
 - 20.2. UNIFORM LOAD OF 80# LF. IN ANY DIRECTION IF AS NOT APPLIED AT THE SAME TIME
 21. GUARDRAILS LOADING REQUIREMENTS
 - 21.1. CONCENTRATED LOAD OF 200# AT ANY POINT
 - 21.2. UNIFORM LOAD OF 50# LF. HORIZ. AT TOP OF GUARD RAIL AND SIMULTANEOUSLY A UNIFORM LOAD OF 100# LF. VERTICALLY AT THE TOP OF THE RAIL.

IPD:Engineering
INTERNETED PROJECT DELIVERY

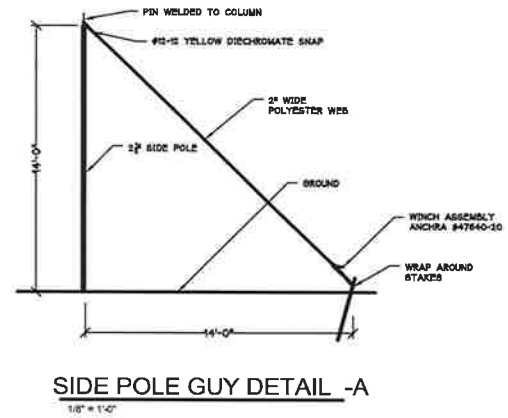
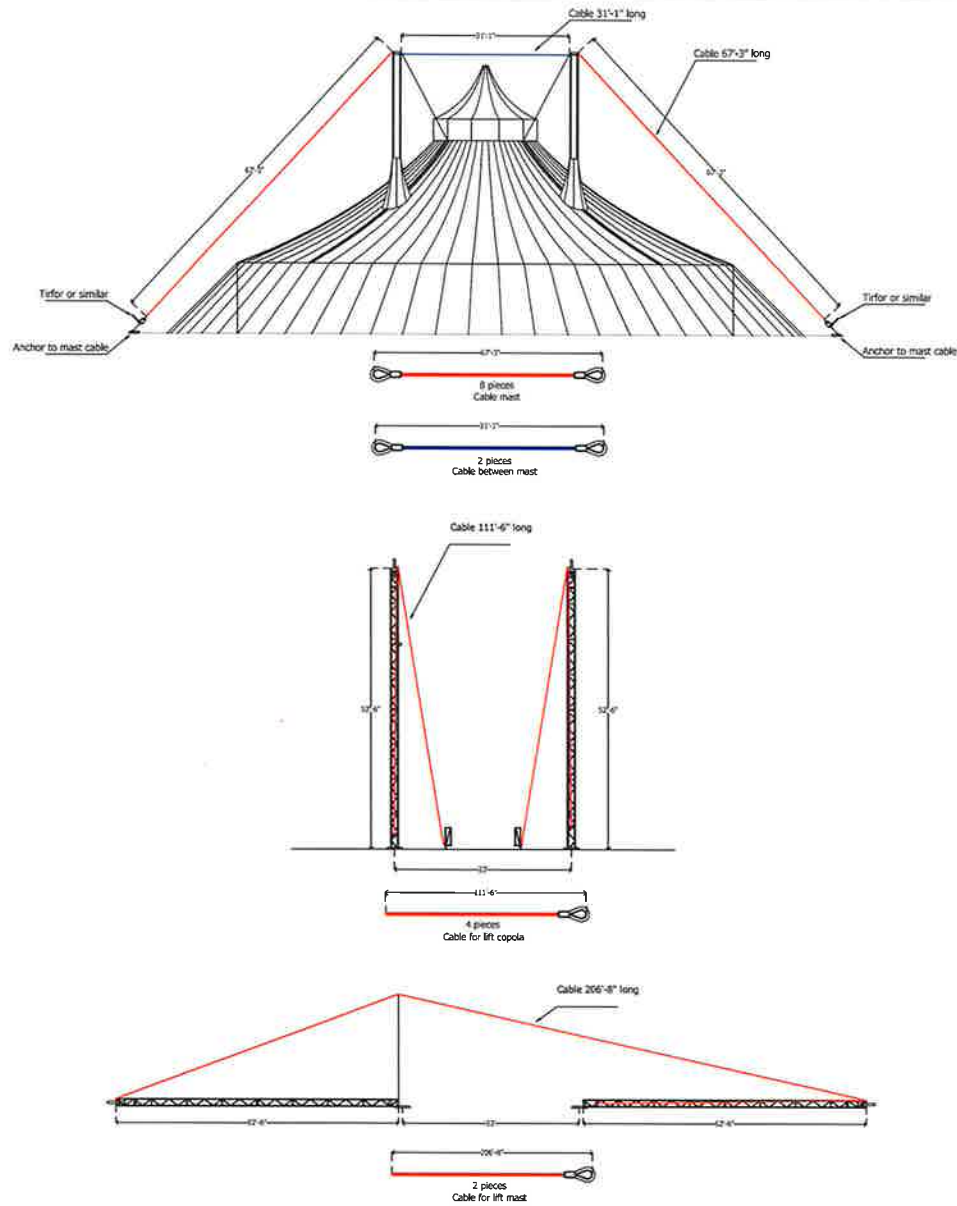
ONE WEATHERS LANE
SYRACUSE, NEW YORK 13206
315-437-1111



CAVALLO EQUESTRIAN ARTS, LLC
CIRCUS TENT

7820 IRVIN RD.
MYAKKA CITY, FL 34251

DATE	06.00.00	PRELIMINARY
DESIGNER		
CHECKED BY		
DATE		
SCALE		
SHEET TITLE		
LAYOUT VIEW		
SHEET NUMBER		
S-101		



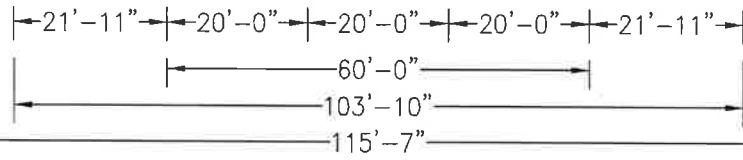
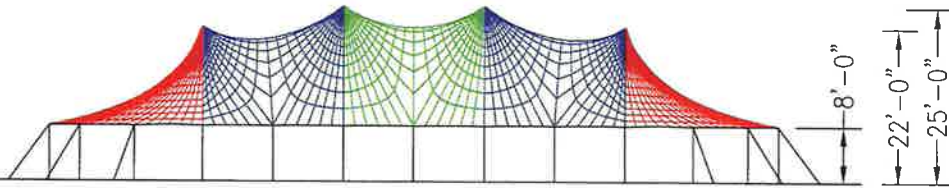
IPD: Engineering
 RETIRED PROJECT DELIVERY
 ONE WESTERN LANDING
 MYAKKA, FL 34135
 305.893.0100



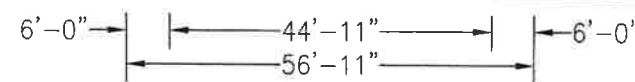
CAVALLO EQUESTRIAN ARTS, LLC
 CIRCUS TENT

7820 IRVING RD.
 MYAKKA CITY, FL 34251

NO.	DATE	DESCRIPTION
A	00.00.00	PRELIMINARY
ME		
PROJECT NO.		
DWG. DATE		
DRAWN BY		BJS
CHECKED BY		JF
<small>THIS DOCUMENT AND THE DESIGN OR CONSTRUCTION INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF IPD: ENGINEERING. NO PART OF THIS DOCUMENT OR THE DESIGN OR CONSTRUCTION INFORMATION CONTAINED HEREIN MAY 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 IPD: ENGINEERING.</small>		
SHEET TITLE		
CABLES		
SHEET NUMBER		
S-104		



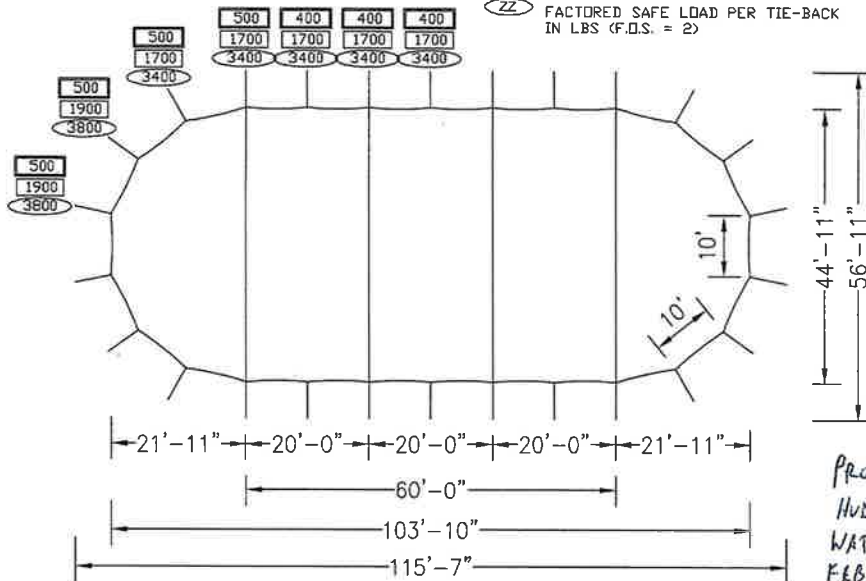
LONG ELEVATION



SHORT ELEVATION

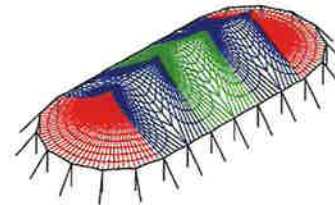
TIE-DOWN & TIE-BACK FORCES :

- XX PRESTRESS PER TIE-BACK IN LBS
- YY DESIGN LOAD PER TIE-BACK IN LBS
- ZZ FACTORED SAFE LOAD PER TIE-BACK IN LBS (F.O.S. = 2)



PLAN

PERSPECTIVE



GENERAL NOTES:

- A. TENT IS DESIGNED AS A TEMPORARY STRUCTURE FOR 70 MPH 3-SECOND GUST WITH DESIGN WIND PRESSURE OF 8 PSF WITH CP'S AS APPROPRIATE PER THE IBC
- B. IF WIND GUSTS OF 45 MPH ARE PREDICTED OR EXPERIENCED THE TENT SHOULD BE EVACUATED AND UNOCCUPIED, IF WIND GUSTS OF 80 MPH ARE PREDICTED THE TENT SHALL BE TAKEN DOWN.
- C. TENT IS DESIGNED FOR 1.5 PSF SNOW (0.3" OF ICE OR 2" SNOW AT 15% DENSITY)
- D. TENT DESIGN:
 CENTER POLES ARE 4" SCH40 ALUM (6005-T5)
 CENTER POLES = 2.4 KIPS COMPRESSION
 = 0.6 KIPS TENSION
 SIDE POLES ARE 2" x 0.125" ALUM (6005-T5)
 SIDE POLES = 1.5 KIPS COMPRESSION
 = 0.8 KIPS TENSION
 TIE-BACK BELTS = 10,000 LBS MBL (FOS=3)
 FABRIC = 200 PLI STRIP TENSILE
 LACE LINES = 2 @ 1200 LBS MBL
 EAVE WEBBING = 1200 LBS MBL

Wayne Rendely PE
 132 Columbia Street
 Huntington Station NY
 Wayne@WayneRendelyPE.com
 Tel: 631-351-1843

New York PE # 071134
 Expires May 31, 2020



PROJECT LOCATION
 HUDSON RIVER ROAD
 WATERFORD, NY
 FEB-JULY 2018
 WR 1-28-18

ORIGINAL DRAWING SIZE IS 11x17

4			
3			
2			
1			
0	1/24/18	FOR PERMIT (FEBRUARY thru JUNE 2018)	WRPE
REV	DATE	DESCRIPTION	BY
FRED'S TENTS & CANOPIES			
420 HUDSON RIVER ROAD WATERFORD, NY 12188			
DRAWN BY: WRPE	PROJECT: STILLWATER 44 x 103		
DATE: JAN 24, 2018	Q-END/20-QK/20-QK/20-QK/Q-END		
SCALE:	DESCRIPTION: TEMPORARY TENT PERMIT DRAWING		
FILE NO.:	ENGINEER APPROVAL:	DATE:	1 OF
LAYOUT:	CUSTOMER APPROVAL:	DATE:	S-44x

Certificate of Flame Resistance



ISSUED BY
Snyder Manufacturing, Inc.
3001 Progress Street
Dover, OH 44622

Manufactured by
Fred's Tents & Canopies
420 Hudson River Road
Waterford, NY 12188

Date treated or
manufactured

6/2018

This is to certify that the materials described below have been flame-retardant treated
(or are inherently nonflammable)

FOR

Caballo Equestrian Arts LLC
1403 Johnsen Lane
Seven Points, TX 75143

Certification is hereby made that: (Check "a" or "b")

a) The articles described below this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used _____ Chem. Reg. No. _____

Method of application _____

b) The articles described below are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

NFPA-701-2015 (large scale)

Trade name of flame-resistant fabric or material used White Blockout Reg. No. 140.01

The Flame-Retardant Process Used WILL NOT Be Removed By Washing

Fred's Studio Tents & Canopies, Inc.

Plant Supervisor

Product Description

44x63 Stillwater Pole Tent
(2) 44x21'6" Ends
44x20 Mid

Customer Invoice # 39428

TEST REPORT:

Flammability Resistance
of Tent Material

REPORT TO:

Cavallo Equestrian Arts, LLC
7820 Irvin Road
Myakka City, FL 34251

ATTENTION:

Mr. Olissio Zoppe

REPORT DATE:

January 18, 2017

REPORT TO: Cavallo Equestrian Arts, LLC
7820 Irvin Road
Myakka City, FL 34251

PROJECT: Flammability Resistance
of Tent Material

ATTENTION: Mr. Olissio Zoppe

PSI PROJECT NO.: 0823634-1

DATE: January 18, 2017

PSI LAB NO.: SPT-70008

Professional Service Industries, Inc. (PSI) has performed testing on the referenced project. The results of our tests are presented in the accompanying report.

Our services for this project were performed in accordance with PSI Proposal No. 823-7074-198981 dated January 11, 2017. The proposal included a proposed scope of services, estimated costs, unit rates, and PSI's General Conditions. Authorization to perform this project was in the form of signed acceptance of the proposal, acknowledged January 13, 2017.

The results contained in this report are related only to the item(s) tested. The pages of this report (including attachments) shall not be reproduced, except in full, without written approval of PSI. All testing was conducted by and under the continuous, direct supervision of Professional Service Industries, Inc.

Please contact us should you have any questions concerning this report.

Respectfully submitted,
Professional Service Industries, Inc.



Denis J. Columbare
Lab Technician/Special Test



Daniel E. John
Manager, Electrical/Special Test

SCOPE OF SERVICES

General

On January 16, 2017, Professional Service Industries, Inc. (PSI) received one (1) style of tent material, identified below, for flammability resistance testing. Testing was performed on January 17, 2017.

Sample Description

- ◆ Blue/White

Test Procedure

Testing was performed in general accordance with NFPA-701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films, 2015 Edition, Method 2. Four (4) samples of material were tested in a folded condition.

Conditioning

Test specimens were conditioned at 20°C (±5°) for 24 hours prior to testing.

Flame Propagation Performance Criteria

No specimen, or drips from the specimen, may continue to burn for more than 2 seconds after removal of the test flame. The length of char of any individual folded specimen may not exceed 41.3".

RESULTS

Sample ID	Char Length (inches)	Combustion Time of Specimen (seconds)	Combustion Time of Drippings (seconds)
Blue/White	9 ½	1	0
Blue/White	9	1.5	0
Blue/White	8 ½	1	0
Blue/White	9 ½	0.5	0

Conclusion

The tested material **MEETS** the specified requirements of NFPA-701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films, 2015 Edition, Chapter 15.





Tanger Outlet Centers

SAVANNAH, GEORGIA

TANGER CONFIDENTIAL MATERIAL FOR INTERNAL USE ONLY

Parking Spaces

2853

GROSS LEASABLE AREA:
GLA Phase 1&2
GLA Future Expansion
Total Potential GLA

429,089 S.F.
64,041 S.F.
493,130 S.F.

Tenant names shown hereon do not constitute a guarantee that those stores will be open in this center. We are negotiating with the listed stores, and certain stores may have leases for space within this center. The physical nature and actual conditions (including but not limited to dimensions, store locations and stores opened) are subject to change. All information shown hereon should be verified by tenant through physical inspection.

Site Plan
POOLER, GA

November 2, 2017

Tanger Factory Outlet Centers, Inc.
3200 Northline Ave, Ste 360
Greensboro, NC 27408
Telephone: (336) 292-3010
Fax: (336) 292-2091



SPECIAL EVENT PERMIT APPLICATION

1. APPLICANT'S INFORMATION:

Pooler Chamber of Commerce courtney@poolerchamber.com
 Applicant's Name Email Address
305 W Collins Street 912 748-0110
 Applicant's Home Address Telephone Number
Courtney Rawlins courtney@poolerchamber.com
 Contact Person/Agent Name Email Address
912 748-0110 / 912 666-8990
 Contact Person/Agent Telephone Number

2. EVENT INFORMATION:

April 9th 305 W Collins Street
 Date of Event Location of Event
11:00 AM 5:00 pm 100 plus
 Starting Time of Event Ending Time of Event Estimated # of Participants
Community Clean out Day
 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 Will Alcohol be served? Yes NO (if yes, STOP see checklist)
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.

[Signature] 3/13/2023
 Applicant's Signature Date

Date Submitted: 3/13/23 Permit #: 10325 Fee Paid: seeking waiver Council Meeting Date: 3/20/23
 Approved Denied Special Stipulations: _____

 Mayor's Signature: _____



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

POLICE DEPARTMENT			
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 checked="" type="checkbox"/>	Denial: <input type="checkbox"/>
<i>Colley Brown</i>	<i>3/14/2023</i>		
Comments/Concerns: <i>Security plan required contact Captain Bogden. DS</i>			

FIRE DEPARTMENT			
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: _____			

PARKS & RECREATION DEPARTMENT (if applicable)			
The Parks & Recreation Department has reviewed the application and the details of the event. Based on their review, requirements, and availability if needed, the application is therefore recommended for:			
Reviewed by:	Date:	Approval: <input type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: _____			



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

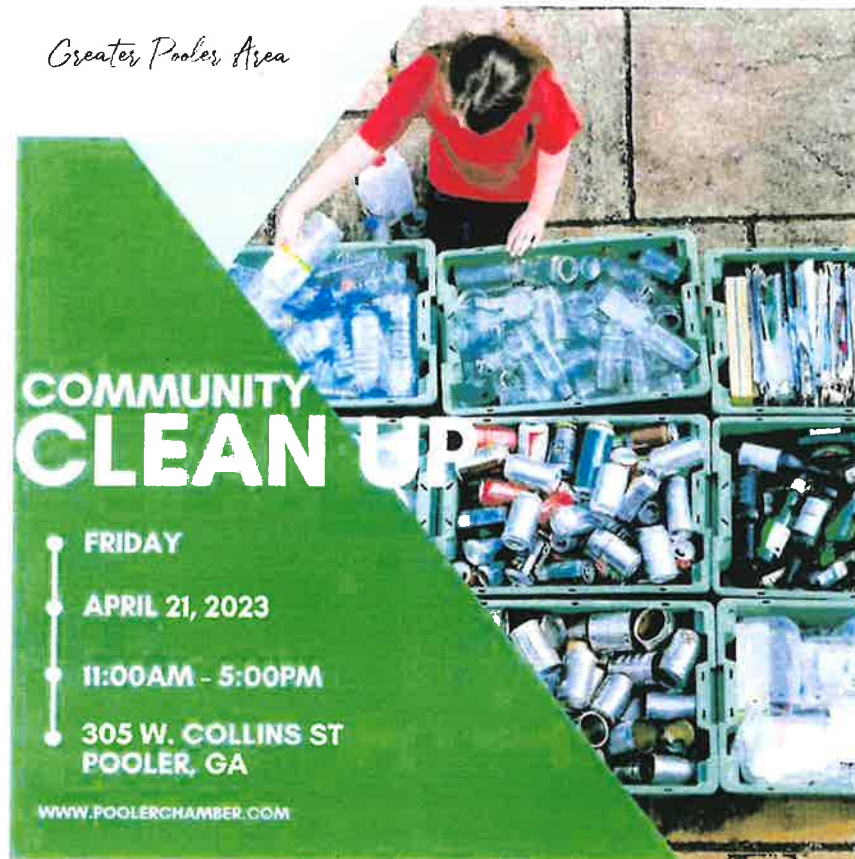
<u>POLICE DEPARTMENT</u>			
The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:			
Reviewed by:	Date:	Approval: <input type="checkbox"/>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

<u>FIRE DEPARTMENT</u>			
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>[Signature]</i>	Date: <i>3/14/23</i>	Approval: <input checked="" type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: <i>NO REQUIREMENTS — GWS</i>			

<u>PARKS & RECREATION DEPARTMENT (if applicable)</u>			
The Parks & Recreation Department has reviewed the application and the details of the event. Based on their review, requirements, and availability if needed, the application is therefore recommended for:			
Reviewed by:	Date:	Approval: <input type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: _____			

Community Clean Out Day

Friday, April 21st 11 to 5



Community Clean Out Day is a community event encouraging everyone to clean out their household items and drop them off at the Chamber where the following organizations will be on site accepting the items.

Goodwill – Bins for sorting clothing

Habitat for Humanity – Larger household items

Forsyth Farmers Market – Juicy food truck selling seasonal fruits and vegetables.

Police – Old medicines

Paper Shredder Truck - household sensitive paperwork

2 Food Trucks for food purchases



SPECIAL EVENT PERMIT APPLICATION

1. **APPLICANT'S INFORMATION:**

Robert Carpenter Robertwmcpooler@gmail.com
 Applicant's Name Email Address
93 Ced ar way Dallas GA 30132 404642-3257
 Applicant's Home Address Telephone Number
Mark Steja-11 Mark Steja-11@windstream.net
 Contact Person/Agent Name Email Address
404-516-0997
 Contact Person/Agent Telephone Number

2. **EVENT INFORMATION:**

5-6-23 417 Pooler Pkwy
 Date of Event Location of Event
3:00 pm 10:00 pm 150-250
 Starting Time of Event Ending Time of Event Estimated # of Participants
Attached

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 Will Alcohol be served? 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.

[Signature] 3-13-23
 Applicant's Signature Date

Date Submitted: 3/13/23 Permit #: 6327 Fee Paid: \$ _____ Council Meeting Date: 3/20/23

Approved Denied Special Stipulations: _____

Mayor's Signature: _____



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

<u>POLICE DEPARTMENT</u>			
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>Colley Brewer</i>	Date: <i>3/14/2023</i>	Approval: <input checked="" type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: <i>Security plan required. contact Captain Bogden. CB</i>			

<u>FIRE DEPARTMENT</u>			
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: _____			

<u>PARKS & RECREATION DEPARTMENT (if applicable)</u>			
The Parks & Recreation Department has reviewed the application and the details of the event. Based on their review, requirements, and availability if needed, the application is therefore recommended for:			
Reviewed by:	Date:	Approval: <input type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: _____			



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

<u>POLICE DEPARTMENT</u>		
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: _____		

<u>FIRE DEPARTMENT</u>		
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>GWS</i>	Date: <i>3/14/23</i>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Comments/Concerns: <i>NO REQUIREMENTS — GWS</i>		

<u>PARKS & RECREATION DEPARTMENT (if applicable)</u>		
The Parks & Recreation Department has reviewed the application and the details of the event. Based on their review, requirements, and availability if needed, the application is therefore recommended for:		
Reviewed by:	Date:	Approval: <input type="checkbox"/> Denial: <input type="checkbox"/>
Comments/Concerns: _____		

Wild Wing Café Pooler
Wingstock Event Permit
Saturday, May 6th

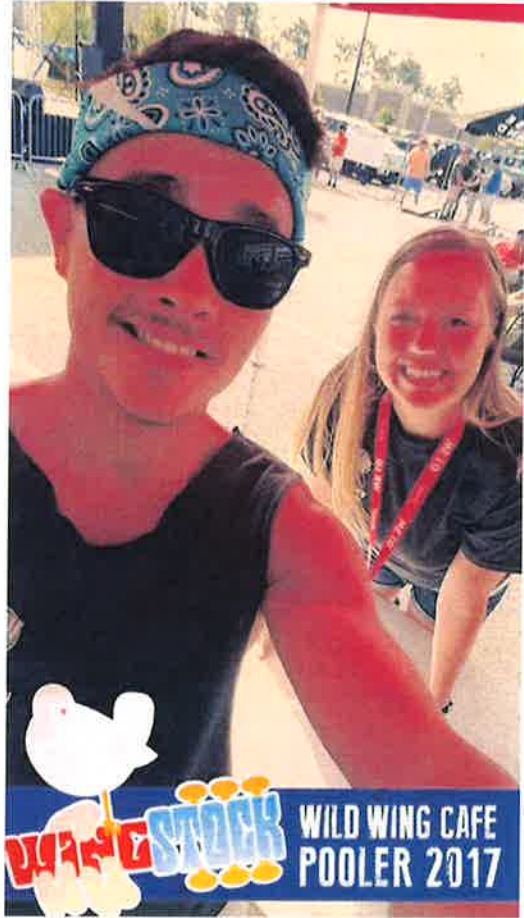


Wild Wing Café in Pooler, GA is not only known for its great food, bar and service. It is also home to live and local entertainment. Wingstock is a fun and exciting annual outdoor concert where we like to showcase all we have to offer. This year we will host our 5th consecutive Wingstock event. The event is scheduled for Saturday, May 6th and the event will run 3PM-11:00pm. The expected attendance is 150-200 guests at one time with our restaurant business and outdoor area business combined.

The event takes place in a section of our parking lot directly adjacent to the outdoor patio side of the building. We provide a fence to enclose the area and the only entrance is through a garage door that opens to our patio. We can easily provide a point of access to the event area by panels of fence being opened for vehicles and services before and after the event or for emergencies. We provide not only our own two members that make up our security staff but we also hire two police officers. Our security staff members are responsible for verifying identification and issuing wristbands to patrons over 21. The prior three years have been without incident. We coordinate with a team of security, the police department, eight managers, sounds engineers, stage technicians, also, beer and spirits distributors to ensure a great event in a safe environment.

We will host 5 bands, cornhole tournament, wing eating contest, face painting and a mechanical bull. We will also rent tables and chairs for dining and cocktail service outside.

We are submitting our permit for the event to allow us to serve liquor, wine and beer. The outdoor event space is an extension of the responsible service that we do on a daily basis and simply allows us to operate on a larger scale. There will also be no glass allowed in the event area.





SPECIAL EVENT PERMIT APPLICATION

1. **APPLICANT'S INFORMATION:**
The 200 Club of the Coastal Empire

Applicant's Name	Email Address
<u>200 E. Saint Julian St., Suite 501</u>	<u>912.721.4418</u>
Applicant's Home Address	Telephone Number
<u>Mark Dana, President/CEO</u>	<u>mdana@twohundredclub.org</u>
Contact Person/Agent Name	Email Address
<u>912.721.4418</u>	
Contact Person/Agent Telephone Number	

2. **EVENT INFORMATION:**
05/06/2023 West Chatham Middle School & South Rogers Street

Date of Event	Location of Event	
<u>8:00 am</u>	<u>1:00 pm</u>	<u>850</u>
Starting Time of Event	Ending Time of Event	Estimated # of Participants


Pooler Run for Heroes is a run,walk,family fun day fundraiser for families of fallen first responders

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 Will Alcohol be served? Yes No (if you STOP we are OK)

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.


Applicant's Signature

03/01/2023
Date

Date Submitted: 3/2/23 Permit #: 6312 Fee Paid: \$ seeking waiver Council Meeting Date: 3/20/23

Approved Denied Special Stipulations: _____

Mayor's Signature: _____

Hadassa Villafana

From: Wade Simmons
Sent: Friday, March 3, 2023 2:39 PM
To: Hadassa Villafana; Ashley Brown
Cc: Stacy Weston; Lindsey Heintzman
Subject: RE: 200 Club Special Event app - Needs Review

There isn't a place to sign off but we have no issues with it.

G. Wade Simmons

Fire Chief

City of Pooler

Department of Fire-Rescue Services

1093 South Rogers Street

Pooler, Georgia 31322

Office - (912)748-7012

The information contained in this e-mail message and any attachments may be privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and delete the message and any attachments from your computer.

From: Hadassa Villafana <HVillafana@pooler-ga.gov>
Sent: Friday, March 3, 2023 10:31 AM
To: Wade Simmons <WSimmons@POOLER-GA.GOV>; Ashley Brown <ABrown@POOLER-GA.GOV>
Cc: Stacy Weston <SWeston@POOLER-GA.GOV>; Lindsey Heintzman <LHeintzman@pooler-ga.gov>
Subject: 200 Club Special Event app - Needs Review

Good Morning:

Attached you will find the special event permit application for the annual Pooler Run for Heroes hosted by the 200 Club of the Coastal Empire. Please review it and submit your recommendations at your earliest convenience.

Let me know if you have any questions.



Respectfully,
HADASSA VILLAFANA
OCCUPATIONAL TAX SPECIALIST
PURCHASING SUPERVISOR

100 US Highway 80 SW
Pooler, GA 31322



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

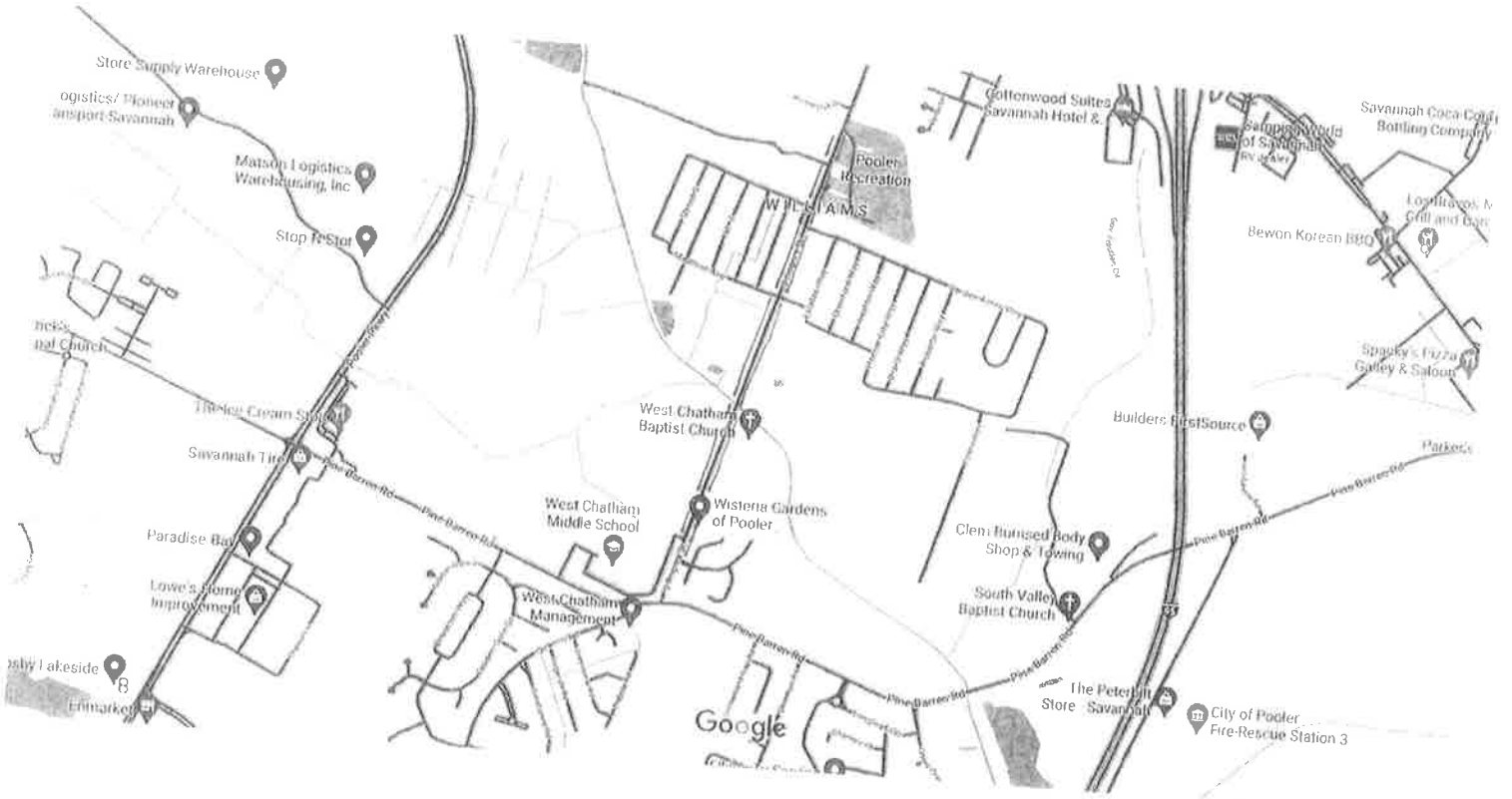
<u>POLICE DEPARTMENT</u>			
The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:			
Reviewed by:	Date:	Approval: <input checked="" type="checkbox"/>	Denial: <input type="checkbox"/>
<i>Coleley Brewer</i>	<i>3/07/2023</i>		
Comments/Concerns: <u><i>Security plan required as</i></u>			

<u>FIRE DEPARTMENT</u>			
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: _____			

<u>PARKS & RECREATION DEPARTMENT (if applicable)</u>			
The Parks & Recreation Department has reviewed the application and the details of the event. Based on their review, requirements, and availability if needed, the application is therefore recommended for:			
Reviewed by:	Date:	Approval: <input type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: _____			

Google Maps

Google Maps



Map data ©2021 1000 ft

<https://www.google.com/maps/@32.0992935,-81.2537917,15z?hl=en>

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT NAME CHANGE

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

THE 200 CLUB OF SAVANNAH, INC.

a Domestic Non-Profit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State on 12/20/2010 changing its name to

**THE 200 CLUB OF THE COASTAL EMPIRE,
INC.**

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on December 20, 2010



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 28 2005

200 CLUB OF SAVANNAH INC
PO BOX 779
MIDWAY, GA 31320-0000

Employer Identification Number:
31-1766874
DLN:
17053043737025
Contact Person:
YVONNE LIGGETT ID# 31296
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated November 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

ARTICLES OF AMENDMENT
OF
THE 200 CLUB OF SAVANNAH, INC.

10 DEC 20 AM 11:21

I.

The name of the corporation is The 200 Club of Savannah, Inc.

RECEIVED
SECRETARY OF STATE
SOUTH GA. OFFICE

II.

The Articles of Incorporation of The 200 Club of Savannah, Inc., a Georgia nonprofit corporation ("Corporation"), are hereby amended by deleting Article I in its entirety and inserting in lieu thereof the following:

I. *The name of the corporation is: "The 200 Club of the Coastal Empire, Inc."*

III.

The Articles of Incorporation of the Corporation are hereby amended by deleting Article VI in its entirety and inserting in lieu thereof the following:

VI. *The corporation will have non-voting members, the number of which shall be determined by the Board of Trustees from time to time.*

IV.

These Articles of Amendment were approved and adopted by the Board of Trustees of the Corporation ("Board"), without member action, at an annual meeting of the Board on the 26th day of February, 2004. A quorum of Trustees was present at the meeting and a majority of the Trustees then present voted to approve these Articles of Amendment. Member action was not required.

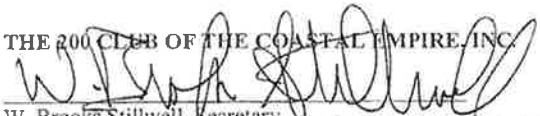
V.

Except as specifically amended hereby, the Articles of Incorporation of the Corporation are hereby reaffirmed and shall continue in full force and effect.

VI.

IN WITNESS WHEREOF, the Corporation has caused its duly authorized officer to execute these Articles of Amendment this 10 day of December, 2010, to be effective as of the 26th day of February, 2004.

THE 200 CLUB OF THE COASTAL EMPIRE, INC.


W. Brooks Stillwell, Secretary

State of Georgia
Name Change 2 Page(s)

666814-02



STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

10 DEC 20 AM 11:21

RECEIVED
SECRETARY OF STATE
SOUTH GA. OFFICE

CERTIFICATE AS TO PUBLICATION

THIS is to certify that, pursuant to O.C.G.A. Section 14-3-1005.1(a), a request for publication of a notice of intent to file articles of amendment to change the corporate name of The 200 Club of Savannah, Inc., a Georgia nonprofit corporation, to The 200 Club of the Coastal Empire, Inc., and payment therefor has been made as required by O.C.G.A. Section 14-3-1005.1(b).

WITNESS my hand and seal this 16th day of December, 2010.

THE 200 CLUB OF THE COASTAL EMPIRE, INC.

W. Brooks Stillwell, Secretary

666814-02



Matthew Saxon
Assistant City Manager

COUNCIL REPORT
Report for the month of February 2023

Street:

- Pull up Asphalt at Benton Blvd and replaced.
- Pulled and Poured concrete on Durham Park Ave.
- Pulled concrete 2 areas on N. Godley Station near Savannah Tire.
- Pulled and poured concrete Towne Lakes Community
- Pulled and poured concrete on Pooler Pkwy Hwy 80 to I-16
- Removed forms for concrete pour.
- Removed Asphalt and repaired area Garden Acres / Rogers St.
- Added Cold patch on Rogers and Pine barren Rd.
- Poured concrete sidewalk at 113 Towne Lakes sidewalk.
- Pulled and poured concrete sidewalk at 110 Towne Lake Community
- Pulled and poured concrete sidewalk at 133 Towne Lake Community
- Pulled and poured concrete and cold patch 100 Towne Lake Community
- Cleaned up area, filled holes and repaired Sprinkler head 110 Towne Lakes

Signs:

- Replaced **10** signs throughout the city.
- Repaired **26** signs throughout the city.

Street Sweeper:

- **94** miles swept.

Storm Water:

- Completed multiple work orders throughout the city.
- Cleared and mowed the canal behind 807 Robin Drive.
- Completed
- Completed **16,671** of routine roadside ditch and outfall maintenance.

Canal Maintenance:

- Cleaned & Dug the Southbound Hwy 80 exit ramp.
- Cleaned and repaired holes in the water tower canal access road.
- Repaired the access road to Sangrena Canal down to Durham Park.
- Performed multiple canal inspections.

Public Works Admin:

- Reviewed 22 sets of site plans.

Respectfully submitted,

Matthew E. Saxon

Assistant City Manager



Matt Saxon
Assistant City Manager

COUNCIL REPORT
Report for the month of February

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 **58** Grease trap inspections.

27 C.O inspections conducted.

Replaced **15** residential and/or commercial laterals.

Completed multiple misc. service orders throughout the city.

Repaired **2"** main on Rothwell Street.

Repaired **6"** water main on Parsons Avenue.

Repaired chlorine system at well #1.

Witnessed the testing and certification of **100** backflow preventers.

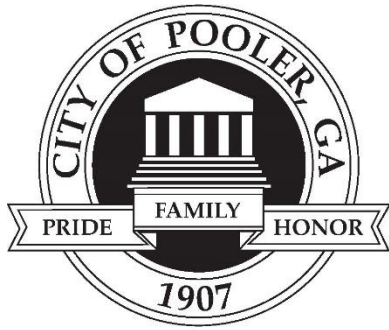
Performed **680** line locates requested by the (UPC) Utility Protection Center.

Sewer & WWTP:

EOM report attached.

Respectfully submitted,

Matt Saxon
Assistant City Manager



FEBRUARY
2023

Monthly Report



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324
912.445.0050
www.eomworx.com



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Wastewater Treatment	2.0
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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 (7) grinder pump calls
- **SEWER** – Responded to (6) sewer blockage/leak calls
- **SEWER**- Repaired (1) sewer lateral hit by Hargray
 - o Symons Street
- **WASTEWATER LIFT STATIONS**
 - **PO-LS-45.02** East Haven Pump_2 Station Alarm Tripping Breaker
 - **PO-LS-42.07** WHATLEY Buildings and Grounds Fence
 - **PO-LS-24.05** BRIDGEWATER Control Panel Replace Breaker
 - **PO-LS-40.05** DANIELS TRACT Control Panel Tripped Thermals
 - **PO-LS-30.02** PARK LANE DUPLEXES Pump_2 Remove Debris
 - **PO-LS-38** Joel Street Station Alarm
 - **PO-LS-16.06** SOMERSBY Wet Well High Wet Well
 - **PO-LS-31.05** SOUTH SKINNER STREET Control Panel Controller Adjustment
- **WASTEWATER TREATMENT PLANT**
 - **PO-WW-PM-10** Permeate Pump_1 Replace Pump Flange
 - **PO-WW_EF-11** Plant Water Pump 2 Pumps fail to run
 - **PO-WW-RW-05** MECHANICAL BAR SCREEN_2 Replace Motor Starter
 - **PO-WW-AS-05** Blower 4_Aeration Grid VFD Overheating/Replace Fan
 - **PO-WW-SD-12** Digester Blower_2 VFD Overheating/Replace Fan
 - **PO-WW-PM-12** Permeate Pump_3 Replace Pump Flange
 - **PO-WW-EQ-21** EQ Blower_1 Replace Belts



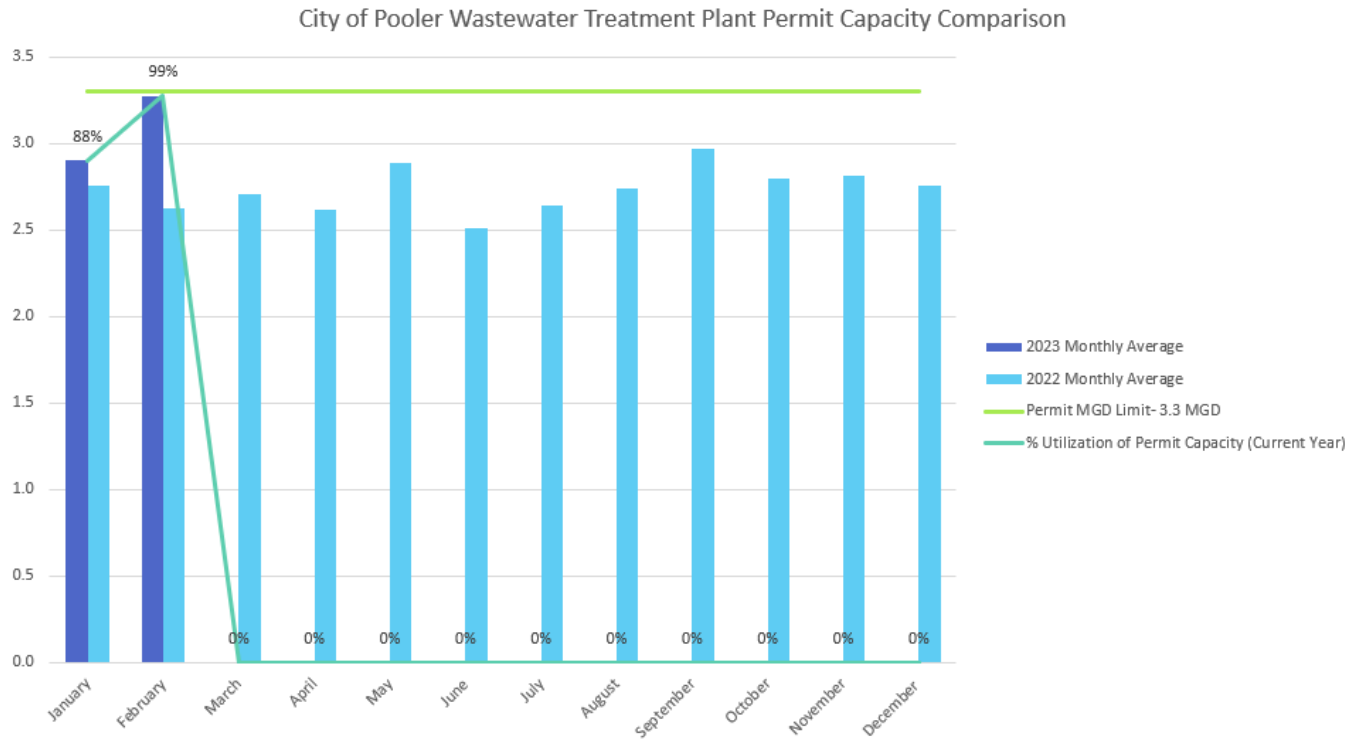
Section 2.0

WASTEWATER TREATMENT



SECTION 2.0 WASTEWATER TREATMENT

Table 1 – WASTEWATER TREATMENT PLANT PERMIT COMPARISON





Section 3.0

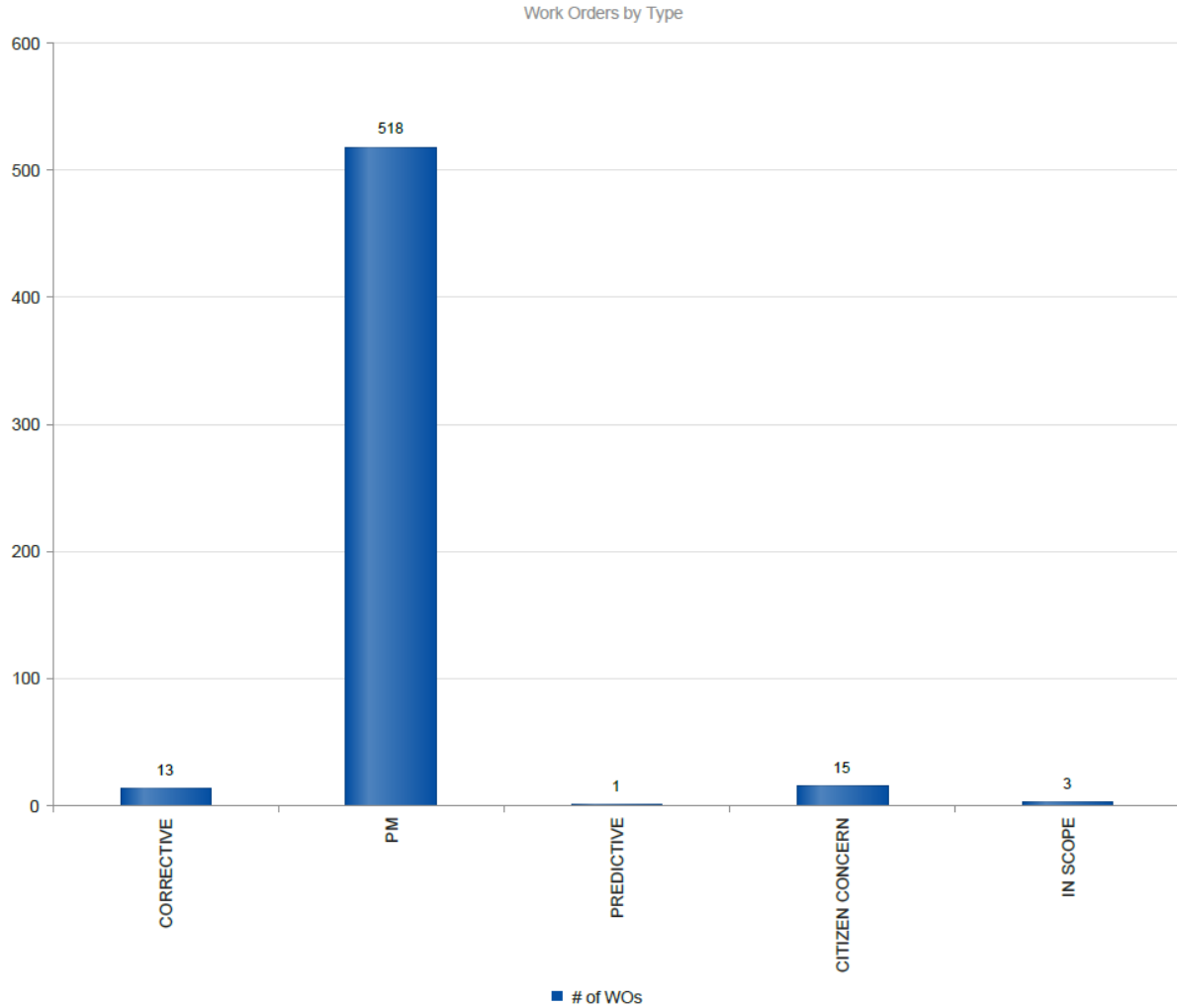
COLLECTIONS & DISTRIBUTION



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
 - Savannah Quarters Office
 - Pittman Subaru

- II. Projects Under Review
 - 2101 Travis Field Rd (Submittal #1)
 - Blakely Commons Multifamily (Submittal #1)
 - McDonalds (Submittal #1)
 - Chick-fil-A (Submittal #1)
 - Sharon Court (Submittal #3)
 - Cambria Suites (Submittal #1)
 - I-16 Mixed Use Access Rd (Submittal #1)

- III. Projects Waiting On Responses
 - Vystar – 1st review completed on 2/28/2023
 - Barrow Drive Trailer Parking Extension – 4th review completed 2/24/2023
 - Outpost Bay (aka Jimmy DeLoach Single Family) – 2nd review completed 2/20/2023
 - 7 Brew Coffee Shop – 1st review completed 2/17/2023
 - Pet Paradise – 1st review completed 2/16/2023
 - Element Hotel & Commercial Space – 4th review completed on 2/15/2023
 - Mosaic Gardens – 1st review completed 2/6/2023
 - 212 E Hwy 80 – 1st review completed 1/17/2023
 - Valvoline – 1st review completed 1/11/2023
 - Pooler One – Pine Barren Road Entrance - 1st review completed on 11/22/2022
 - Quik Trip – 5th review completed on 11/16/2022
 - Pooler Parkway & Quacco Rd Widening – 2nd review completed on 10/11/2022
 - Transportation Logistics Terminal Tract 2A – 1st review completed on 11/8/2022
 - Lot 3 Dean Forest Business Park – 3rd review completed on 10/18/2022
 - Westbrook Area L1 – 2nd review completed on 9/8/2022
 - Westbrook Area L2 – 2nd Review Completed on 9/8/2022
 - Westbrook Area L3 – 2nd Review completed on 9/8/2022
 - Bragg Tract Phase 1 – 1st review completed on 9/22/2022



Bond Review:

- I. Approved Bond Requests
 - Harmony Townhomes – Warranty Bond for Water & Sewer
 - Forest Lakes Phase 10 – Warranty Bond for Water & Sewer
 - Ryals Morgan Tract Phase II – Warranty Bond for Water & Sewer
- II. Bond Requests Under Review
 - N/A

Additional Engineering Services:

- The City has authorized construction of Lift Station #21 & 22. EOM has since received the revised set of Lift Station Plans. EOM is in process of updating the electrical specs for the project.
- In January 2023, EOM submitted the updated cost estimates for the LMIG roadway improvements, with cost values reflective of 2023 prices. In Summer 2022, EOM prepared and submitted the initial 2022 LMIG Bid Documents to the City.



Section 5.0

ADMINISTRATION



SECTION 5.0

ADMINISTRATION

BUDGET

Description	Budget	Expense	Balance
Chemicals	\$ 880,000.00	\$ 168,257.94	\$ 711,742.06
Sewer Expenses	\$ 740,000.00	\$ 86,882.89	\$ 653,117.11
WWTP Expenses	\$ 328,000.00	\$ 57,617.93	\$ 270,382.07
TOTAL	\$ 1,948,000.00	\$ 312,758.76	\$ 1,635,241.24



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
PERMIT NUMBER	DISCHARGE NUMBER

DMR MAILING ZIP CODE:
 MAJOR

MONITORING PERIOD						
YEAR	MO	DAY	TO	YEAR	MO	DAY
23	01	01	TO	23	01	31

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)	SAMPLE MEASUREMENT	****	****	****	8.4	****	****	mg/L	0	01/01	GR GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	****	****	****	6.0 MINIMUM	****	****	mg/L		01/01	GR GRAB
BOD, 5-DAY (20 DEG. C)	SAMPLE MEASUREMENT	45.7	47.8	lb/d	****	2.0	2.0	mg/L	0	03/DW	CP COMPOS
00310 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	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)	SAMPLE MEASUREMENT	3358	3917	lb/d	****	248	272	mg/L	0	03/DW	CP COMPOS
00310 1 0 0 RAW SEWAGE INFLUENT	PERMIT REQUIREMENT	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	SAMPLE MEASUREMENT	****	****	****	6.5	****	7.1	SU	0	01/01	GR GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	****	****	****	6.0 MINIMUM	****	8.5 MAXIMUM	SU		01/01	GR GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	22.8	23.9	lb/d	****	1.0	1.0	mg/L	0	03/DW	CP COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	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	SAMPLE MEASUREMENT	2486	2973	lb/d	****	184	197	mg/L	0	03/DW	CP COMPOS
00530 1 0 0 RAW SEWAGE INFLUENT	PERMIT REQUIREMENT	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)	SAMPLE MEASUREMENT	****	****	****	****	4.187	****	mg/L	0	01/30	CP COMPOS
00605 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	****	****	****	****	Req Mon MO AVG	****	mg/L		01/30	CP COMPOS

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	23	02	09
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
PERMIT NUMBER	DISCHARGE NUMBER

DMR MAILING ZIP CODE:
 MAJOR

MONITORING PERIOD						
YEAR	MO	DAY	TO	YEAR	MO	DAY
23	01	01	TO	23	01	31

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) 00610 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	4.9	8.9	lb/d	****	0.2	0.4	mg/L	0	03/DW	CP COMPOS
	PERMIT REQUIREMENT	11.0 MO AVG	13.8 WKLY AVG	lb/d	****	0.4 MO AVG	0.6 WKLY AVG	mg/L		03/DW	CP COMPOS
NITROGEN, KJELDAHL TOTAL (AS N) 00625 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	****	****	****	****	4.330	****	mg/L	0	01/30	CP COMPOS
	PERMIT REQUIREMENT	****	****	****	****	Req Mon MO AVG	****	mg/L		01/30	CP COMPOS
NITRITE PLUS NITRATE TOTAL 1 DET. (AS N) 00630 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	****	****	****	****	10.9	****	mg/L	0	01/30	CP COMPOS
	PERMIT REQUIREMENT	****	****	****	****	Req Mon MO AVG	****	mg/L		01/30	CP COMPOS
PHOSPHORUS, TOTAL (AS P) 00665 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	2.8	3.5	****	****	0.3	0.4	mg/L	0	03/DW	CP COMPOS
	PERMIT REQUIREMENT	27.5 MO AVG	34.4 WKLY AVG	****	****	1.0 MO AVG	1.5 WKLY AVG	mg/L		03/DW	CP COMPOS
PHOSPHATE, ORTHO (AS P) 04175 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	****	****	****	****	0.195	****	mg/L	0	01/30	CP COMPOS
	PERMIT REQUIREMENT	****	****	****	****	Req Mon MO AVG	****	mg/L		01/30	CP COMPOS
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	2.9	2.97	MGD	****	****	****	****	0	99/99	CN CONTIN
	PERMIT REQUIREMENT	3.3 MO AVG	4.2 WKLY AVG	MGD	****	****	****	****		99/99	CN CONTIN
COLIFORM, FECAL GENERAL 74055 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	****	****	****	****	1.0	1.0	#/100mL	0	02/DA	GR GRAB
	PERMIT REQUIREMENT	****	****	****	****	23 MO GEO	23 WKLY GEO	#/100mL		02/DA	GR GRAB

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.	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE		DATE		
			912	445-1894	23	02	09
			AREA Code	NUMBER	YEAR	MO	DAY

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
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Form Approved
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ADDRESS: 100 Southwest Hwy 80
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FACILITY: Pooler, City of (Bloomingdale Regional WPCP)
LOCATION: Winskie Road
 Pooler GA 31322

GA0047066	002-B3
PERMIT NUMBER	DISCHARGE NUMBER

DMR MAILING ZIP CODE:
 MAJOR

MONITORING PERIOD						
YEAR	MO	DAY	TO	YEAR	MO	DAY
23	01	01	TO	23	01	31

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			
CYANIDE, TOTAL (AS CN) 00720 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	****	****	****	****	3.6000	****	ug/L	0	01/30	GR GRAB
	PERMIT REQUIREMENT	****	****	****	****	MO AVG	****	ug/L		01/30	GR GRAB
MERCURY, TOTAL (AS HG) 71900 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	****	****	****	****	2.22	****	ng/L	0	01/30	GR GRAB
	PERMIT REQUIREMENT	****	****	****	****	MO AVG	****	ng/L		01/30	GR GRAB
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	****	****	dry ton	99.5	****	****	%	0	01/30	CA CALCTD
	PERMIT REQUIREMENT	Req Mon MO AVG	****	dry ton	>85 MINIMUM	****	****	%		01/30	CA CALCTD
BOD, 5-DAY PERCENT REMOVAL 81010 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	****	****	****	99.2	****	****	%	0	01/30	CA CALCTD
	PERMIT REQUIREMENT	****	****	****	>85 MINIMUM	****	****	%		01/30	CA CALCTD
SOLIDS, SLUDGE, TOT, DRY WEIGHT 78477 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	74	****	dry ton	****	****	****	****	0	01/30	CA CALCTD
	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		
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SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		AREA Code	NUMBER	YEAR	MO	DAY

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

January 2023 Permit Data

Daily Data Daily 1/1/2023 - 1/31/2023	Pooler Pooler RainFall Precip In/Day Inches/Day	Pooler Effluent Flow Mgd MGD	Pooler ReUse Flow Mgd MGD	Pooler ReUse Turbidity NTU NTU	Pooler Influent Bod 5 MG/L	Pooler Influent Solids TSS MG/L	Pooler Effluent Bod 5 MG/L	Pooler Effluent Solids TSS MG/L	Pooler Effluent Fecal Coliform #/100ML
1/1/2023 - Sunday	0.00	3.270							
1/2/2023 - Monday	0.00	3.096							
1/3/2023 - Tuesday	0.00	2.932							1.00
1/4/2023 - Wednesday	0.00	2.783			287.00	188.00	2.00	1.00	
1/5/2023 - Thursday	0.50	2.932			257.00	188.00	2.00	1.00	1.00
1/6/2023 - Friday	0.00	2.719			273.00	190.00	2.00	1.00	
1/7/2023 - Saturday	0.00	2.605							
1/8/2023 - Sunday	0.00	2.789							
1/9/2023 - Monday	0.00	2.963							
1/10/2023 - Tuesday	0.00	3.012							1.00
1/11/2023 - Wednesday	0.00	2.745			245.00	188.00	2.00	1.00	
1/12/2023 - Thursday	0.00	2.573			226.00	141.00	2.00	1.00	1.00
1/13/2023 - Friday	0.39	2.647			258.00	190.00	2.00	1.00	
1/14/2023 - Saturday	0.00	2.744							
1/15/2023 - Sunday	0.00	2.880							
1/16/2023 - Monday	0.00	2.841							
1/17/2023 - Tuesday	0.00	2.785							1.00
1/18/2023 - Wednesday	0.00	2.713			229.00	192.00	2.00	1.00	
1/19/2023 - Thursday	0.02	2.613			264.00	198.00	2.00	1.00	1.00
1/20/2023 - Friday	0.00	2.554			247.00	200.00	2.00	1.00	
1/21/2023 - Saturday	0.00	2.802							
1/22/2023 - Sunday	0.38	2.692							
1/23/2023 - Monday	1.38	3.313							
1/24/2023 - Tuesday	0.00	3.054							1.00
1/25/2023 - Wednesday	0.00	2.578			254.00	185.00	2.00	1.00	
1/26/2023 - Thursday	0.00	3.229			227.00	182.00	2.00	1.00	1.00
1/27/2023 - Friday	0.00	2.784			210.00	160.00	2.00	1.00	
1/28/2023 - Saturday	0.00	3.159							
1/29/2023 - Sunday	0.00	3.158							
1/30/2023 - Monday	1.45	3.533							
1/31/2023 - Tuesday	0.00	3.478							1.00
Sum	4.12	89.976			2977.00	2202.00	24.00	12.00	9.00
Avg	0.13	2.902			248.00	183.50	2.00	1.00	1.00
Max	1.45	3.533			287.00	200.00	2.00	1.00	1.00
Min	0.00	2.554			210.00	141.00	2.00	1.00	1.00
GMean									1.00

January 2023 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
								9.54	6.52	0
								9.38	6.58	0
								8.67	6.85	4
0.31	0.25							8.46	6.78	4
0.63	0.20							8.58	6.75	4
0.18	0.14							8.91	7.05	4
								8.77	7.08	0
								8.64	6.99	0
								8.58	7.11	4
								8.95	6.82	4
0.14	0.22	10.90	4.33	4.19	0.20			8.66	6.98	4
0.10	0.24							8.45	6.89	4
0.13	0.29							8.40	6.93	4
								8.91	6.83	0
								9.03	6.92	0
								8.72	6.66	0
								8.77	6.87	4
0.15	0.31							8.89	6.88	4
0.15	0.35							8.49	6.88	4
0.16	0.39							8.71	6.81	4
								8.91	6.94	0
								8.35	6.95	0
								8.73	6.88	4
								8.94	6.87	4
0.22	0.22					3.60	2.22	8.78	6.94	2
0.17	0.34							8.93	6.78	4
0.19	0.24							8.83	6.80	4
								9.64	6.55	0
								9.62	6.73	0
								8.94	6.72	2
								8.97	6.64	2
2.53	3.20	10.90	4.33	4.19	0.20	3.60	2.22	274.15	211.98	74
0.21	0.27	10.90	4.33	4.19	0.20	3.60	2.22	8.84	6.84	2
0.63	0.39	10.90	4.33	4.19	0.20	3.60	2.22	9.64	7.11	4
0.10	0.14	10.90	4.33	4.19	0.20	3.60	2.22	8.35	6.52	0

INTERIM
COMPARATIVE
OPERATING
STATEMENTS

City of Pooler, Georgia

For the Two Months Ended February 28, 2023

*Prepared by:
Finance Department*



CITY OF POOLER, GEORGIA

Interim Comparative Operating Statements (*Unaudited*)

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For the Two Months Ended February 28, 2023

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COMPARATIVE FINANCIAL STATEMENTS
(UNAUDITED)



CITY OF POOLER, GEORGIA

General Fund

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

For the Two Months Ended February 28, 2023 and 2022

	<u>2023</u>	<u>2022</u>		
REVENUES				
Taxes.....	\$ 3,547,818.75	\$ 3,004,635.67		
Licenses and permits.....	199,833.38	452,571.33		
Intergovernmental.....	299,313.26	327,988.45		
Charges for services.....	381,407.78	227,934.68		
Fines and forfeitures.....	157,196.76	103,910.21		
Investment earnings.....	85,070.33	2,062.17		
Contributions and donations.....	51,279.54	12,432.35		
Miscellaneous.....	20,938.70	39,492.34		
Total revenues.....	<u>4,742,858.50</u>	<u>4,171,027.20</u>	571,831.30	13.71%
EXPENDITURES				
Current				
General government.....	445,992.30	424,587.69		
Judicial.....	63,490.01	78,401.67		
Public safety.....	2,150,028.53	2,076,159.38		
Public works.....	606,124.43	526,418.88		
Health and welfare.....	20,326.27	16,812.25		
Culture and recreation.....	217,847.50	267,349.10		
Housing and development.....	135,784.52	106,365.68		
Debt service				
Principal.....	545,108.43	152,624.42		
Interest.....	80,001.85	39,627.59		
Total expenditures.....	<u>4,264,703.84</u>	<u>3,688,346.66</u>	576,357.18	15.63%
Excess (deficiency) of revenues over (under) expenditures.....	<u>478,154.66</u>	<u>482,680.54</u>		
OTHER FINANCING SOURCES (USES)				
Transfers in.....	103,499.95	75,468.58		
Sale of general capital assets.....	228,356.50	-		
Insurance recoveries.....	48,989.40	14,267.25		
Total other financing sources (uses)	<u>380,845.85</u>	<u>89,735.83</u>	291,110.02	324.41%
Net changes in fund balances.....	859,000.51	572,416.37		
Fund balances at beginning of year.....	32,491,719.49	27,820,097.95		
Fund balances at end of year.....	<u>\$33,350,720.00</u>	<u>\$28,392,514.32</u>		

CITY OF POOLER, GEORGIA

Tree Fund

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

For the Two Months Ended February 28, 2023 and 2022

	<u>2023</u>	<u>2022</u>		
REVENUES				
Contributions.....	\$ 344,300.00	\$ 606,138.50		
Investment earnings.....	623.68	144.33		
Total revenues.....	<u>344,923.68</u>	<u>606,282.83</u>	(261,359.15)	-43.11%
EXPENDITURES				
Current				
Parks.....	36,954.55	15,000.00		
Total expenditures.....	<u>36,954.55</u>	<u>15,000.00</u>	21,954.55	146.36%
Excess (deficiency) of revenues over (under) expenditures.....	<u>307,969.13</u>	<u>591,282.83</u>		
OTHER FINANCING SOURCES (USES)				
Transfers in.....	-	-	-	
Total other financing sources (uses)	-	-		
Net change in fund balance.....	307,969.13	591,282.83		
Fund balance, beginning of year.....	<u>2,581,923.20</u>	<u>2,026,513.14</u>		
Fund balance, end of year.....	<u>\$ 2,889,892.33</u>	<u>\$ 2,617,795.97</u>		

CITY OF POOLER, GEORGIA

Forfeiture Fund

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

For the Two Months Ended February 28, 2023 and 2022

	<u>2023</u>	<u>2022</u>		
REVENUES				
Fines and forfeitures.....	\$ -	\$ 7,500.00		
Investment earnings.....	46.87	9.76		
Total revenues.....	<u>46.87</u>	<u>7,509.76</u>	(7,462.89)	-99.38%
EXPENDITURES				
Current				
Public safety.....	(564.00)	-		
Total expenditures.....	<u>(564.00)</u>	<u>-</u>	(564.00)	
Excess (deficiency) of revenues over (under) expenditures.....	<u>610.87</u>	<u>7,509.76</u>		
Fund balance, beginning of year.....	120,812.07	109,758.62		
Fund balance, end of year.....	<u>\$ 121,422.94</u>	<u>\$ 117,268.38</u>		

CITY OF POOLER, GEORGIA

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

For the Two Months Ended February 28, 2023 and 2022

	<u>2023</u>	<u>2022</u>		
REVENUES				
Intergovernmental grants.....	\$ -	\$ -		
Investment earnings.....	<u>2,117.86</u>	<u>284.02</u>		
Total revenues.....	<u>2,117.86</u>	<u>284.02</u>	1,833.84	645.67%
EXPENDITURES				
Current				
Health and welfare.....	<u>-</u>	<u>-</u>		
Total expenditures.....	<u>-</u>	<u>-</u>	-	
Excess (deficiency) of revenues over (under) expenditures.....	<u>2,117.86</u>	<u>284.02</u>		
Fund balance, beginning of year.....	<u>7,675.69</u>	<u>1,132.84</u>		
Fund balance, end of year.....	<u>\$ 9,793.55</u>	<u>\$ 1,416.86</u>		

CITY OF POOLER, GEORGIA

Accommodation Excise Tax Fund

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

For the Two Months Ended February 28, 2023 and 2022

	<u>2023</u>	<u>2022</u>		
REVENUES				
Taxes.....	\$ 206,999.90	\$ 150,933.96		
Total revenues.....	<u>206,999.90</u>	<u>150,933.96</u>	56,065.94	37.15%
EXPENDITURES				
Intergovernmental:				
Assistance.....	103,499.95	75,466.98		
Total expenditures.....	<u>103,499.95</u>	<u>75,466.98</u>	28,032.97	37.15%
Excess (deficiency) of revenues over (under) expenditures.....	<u>103,499.95</u>	<u>75,466.98</u>		
OTHER FINANCING SOURCES (USES)				
Transfers out.....	<u>(103,499.95)</u>	<u>(75,466.98)</u>	(28,032.97)	37.15%
Total other financing sources (uses)	<u>(103,499.95)</u>	<u>(75,466.98)</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 Two Months Ended February 28, 2023 and 2022

	<u>2023</u>	<u>2022</u>		
REVENUES				
Intergovernmental.....	\$ -	\$ -		
Investment earnings.....	22,877.38	302.79		
Total revenues.....	<u>22,877.38</u>	<u>302.79</u>	22,574.59	7455.53%
EXPENDITURES				
Capital outlay				
Public safety.....	-	-		
Public works.....	-	-		
Recreation.....	-	-		
Debt service				
Principal.....	-	-		
Interest.....	-	-		
Total expenditures.....	<u>-</u>	<u>-</u>	-	
Excess (deficiency) of revenues over (under) expenditures.....	<u>22,877.38</u>	<u>302.79</u>		
Fund balance, beginning of year.....	<u>6,378,722.94</u>	<u>4,420,409.33</u>		
Fund balance, end of year.....	<u>\$ 6,401,600.32</u>	<u>\$ 4,420,712.12</u>		

CITY OF POOLER, GEORGIA

Water and Sewer Fund

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

For the Two Months Ended February 28, 2023 and 2022

	<u>2023</u>	<u>2022</u>		
OPERATING REVENUES				
Water fees.....	\$ 386,750.11	\$ 147,510.17		
Sewer fees.....	358,420.17	163,384.76		
Miscellaneous fees.....	26,382.31	20,763.05		
Total operating revenues.....	<u>771,552.59</u>	<u>331,657.98</u>	439,894.61	132.64%
OPERATING EXPENSES				
<u>Sewer and Wastewater Treatment Plant</u>				
Purchased and contracted services.....	290,034.41	112,130.12		
Materials and supplies.....	160,701.03	53,734.54		
Total sewer and wastewater treatment plant.....	<u>450,735.44</u>	<u>165,864.66</u>	284,870.78	171.75%
<u>Water</u>				
Personnel services and employee benefits.....	108,861.38	106,737.25		
Purchased and contracted services.....	65,206.46	45,719.21		
Materials and supplies.....	149,862.65	142,964.91		
Capital outlay.....	35,616.00	76,920.00		
Total water.....	<u>359,546.49</u>	<u>372,341.37</u>	(12,794.88)	-3.44%
Total operating expenses.....	<u>810,281.93</u>	<u>538,206.03</u>	272,075.90	50.55%
Operating income (loss).....	<u>(38,729.34)</u>	<u>(206,548.05)</u>	167,818.71	-81.25%
NONOPERATING REVENUES (EXPENSES)				
Interest income.....	67,924.38	2,432.51		
Interest expense.....	(46,382.05)	(83,795.83)		
Total nonoperating revenues (expenses).....	<u>21,542.33</u>	<u>(81,363.32)</u>	102,905.65	-126.48%
Income (loss) before capital contributions.....	<u>(17,187.01)</u>	<u>(287,911.37)</u>	270,724.36	-94.03%
CAPITAL CONTRIBUTIONS				
Tap fees.....	168,911.34	94,760.30		
Capital cost recovery charges.....	968,007.75	389,049.29		
Total capital contributions.....	<u>1,136,919.09</u>	<u>483,809.59</u>	653,109.50	134.99%
Change in net position.....	1,119,732.08	195,898.22	923,833.86	471.59%
Net position, beginning of year.....	64,251,216.04	54,822,228.61		
Net position, end of year.....	<u>\$65,370,948.12</u>	<u>\$55,018,126.83</u>		

Incident Type Report Monthly

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
111 - Building fire	1	0.27%	85,968.00	42,984.00	128,952.00	98.10%
131 - Passenger vehicle fire	1	0.27%	2,500.00		2,500.00	1.90%
142 - Brush or brush-and-grass mixture fire	1	0.27%	0.00	0.00	0.00	0.00%
Total: 3		Total: 0.80%	Total: 88,468.00	Total: 42,984.00	Total: 131,452.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
311 - Medical assist, assist EMS crew	16	4.27%				
321 - EMS call, excluding vehicle accident with injury	191	50.93%				
322 - Motor vehicle accident with injuries	26	6.93%				
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.53%				
324 - Motor vehicle accident with no injuries.	19	5.07%				
341 - Search for person on land	2	0.53%				
342 - Search for person in water	1	0.27%				
352 - Extrication of victim(s) from vehicle	3	0.80%				
Total: 260		Total: 69.33%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
412 - Gas leak (natural gas or LPG)	6	1.60%				
424 - Carbon monoxide incident	1	0.27%				
442 - Overheated motor	1	0.27%				
445 - Arcing, shorted electrical equipment	2	0.53%				
Total: 10		Total: 2.67%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
522 - Water or steam leak	1	0.27%				
531 - Smoke or odor removal	1	0.27%				
551 - Assist police or other governmental agency	10	2.67%				
552 - Police matter	6	1.60%				
553 - Public service	1	0.27%				
5537 - Smoke Alarm Install/Inspection	1	0.27%				
554 - Assist invalid	22	5.87%				
Total: 42		Total: 11.20%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	8	2.13%				
622 - No incident found on arrival at dispatch address	9	2.40%				
641 - Vicinity alarm (incident in other location)	1	0.27%				
651 - Smoke scare, odor of smoke	10	2.67%				
652 - Steam, vapor, fog or dust thought to be smoke	2	0.53%				
661 - EMS call, party transported by non-fire agency	1	0.27%				
671 - HazMat release investigation w/no HazMat	1	0.27%				
Total: 32		Total: 8.53%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
731 - Sprinkler activation due to malfunction	2	0.53%				
733 - Smoke detector activation due to malfunction	2	0.53%				
735 - Alarm system sounded due to	9	2.40%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
malfunction						
740 - Unintentional transmission of alarm, other	2	0.53%				
743 - Smoke detector activation, no fire - unintentional	1	0.27%				
744 - Detector activation, no fire - unintentional	3	0.80%				
745 - Alarm system activation, no fire - unintentional	9	2.40%				
	Total: 28	Total: 7.47%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 375	Total: 100.00%	Total: 88,468.00	Total: 42,984.00	Total: 131,452.00	Total: 100.00%

Description
Incident Type Report (Summary)

FEB. 1ST - 28TH - 375 CALLS
 YEAR TO DATE - 786 CALLS



Pooler Police Department

Council Report

Monday March 20, 2023

February 2023



- A total of **75 Part 1 crimes** reported in the month of February.
- From prior year 2022, there is an **increase of 8%**.
- A total of **25 shopliftings** reported in the month of February.
- From prior year 2022, this is an **increase of 32%**.
- **Total Calls for service** in February were **1,946**.
- From prior year 2022, this is a **decrease of 3%**.
- A total of **1120 citations** were issued in the month of February.
- From prior year 2022, **this is an increase of 2%**
- A total of **92 arrest** were made in the month of February.
- From prior year 2022, this is a **decrease of -17%**.
- A total of **22 DUI arrest** were made in the month of February.
- From prior year 2022, this is an **increase of 14%**.

Activity	Time Period 2/1-2/23/2023	Year to Date 2023	Year to Date 2022	Percentage Change from 21 - 22
Part 1 crimes	75	135	123	8%
Shopliftings	25	50	38	32%
Calls for service	1,946	4,170	4,308	-3%
Citation	1,120	2,727	2,676	2%
Arrests	92	205	246	-17%
DUI arrests	22	48	42	14%

Pooler Parks & Recreation



Monthly Report: February 2023

Recreation Department

- 1 Youth basketball season ended. All star teams participated in the GRPA District 2 tournament.
- 2 Fall baseball teams continued practicing at Pooler Park, and the Savannah Hurricanes basketball team practiced at the gym on Rogers Street.
- 3 Winter gymnastics session continued.
- 4 The community center was rented each weekend in February. The monthly TVIP class was held at the community center.
- 5 Pooler Gaelic football club continued practicing at complex.
- 6 Registration remained opened for tennis, gymnastics and dance, as well as spring youth sports (baseball, softball, tee ball, soccer and volleyball)
- 7 Tennis classes began.
- 8 Dance classes continued.

Senior Center

- 1 All regularly scheduled classes continued in February.
- 2 Seniors participated in day trips to Charleston, SC, Sylvania and Savannah.
- 3 The senior center celebrated black history month with an event for the seniors to attend at the center.
- 4
- 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
February 27, 2023

CALL TO ORDER:

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

Attendee Name	Title	Status
Kimberly Dyer	Zoning Admin./Secretary	Present
Matt Saxon	Chairman	Present
Chelsea Henneman	Commissioner	Present
Shirlenia Daniel	Commissioner	Present
Falgun Patel	Commissioner	Present
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 February 13, 2022, Pooler Planning and Zoning Commission were reviewed, and no corrections or amendments were noted.

Result: *Approved*

1-Motion: Commissioner Brown

2-Second: Commissioner Daniel

Passed without opposition.

PUBLIC HEARINGS

1. Pavement Setback Variance for 115 Towne Center Drive

Dan Fischer, with EMC Engineering, presented the request to the Board for their review and recommendation. The request is to allow a parking encroachment in the required setbacks. Commissioner Simmons indicated to the petitioner, that the detention pond must be fenced for safety. The petitioner agreed. There were questions from the Board regarding access to the proposed hotel. In response, Mr. Fischer stated that the access will be from Davol Street.

Result: *After review of the criteria, a motion was made to recommend approval of the pavement setback variance, contingent upon the detention pond being fenced and the address being revised.*

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

2. Building Height Variance for a proposed hotel at 115 Towne Center Blvd.

Dan Fisher, with EMC Engineering, presented the request to the Board for their review and recommendation. The request is for a 2'-7" height variance to allow construction of a hotel that will have a maximum height of 62'-7".

Result: After review of the criteria, a motion was made to recommend approval of the conditional use, contingent upon the address being revised.

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

3. Conditional Use for a proposed Trailer Parking Yard on Jimmy DeLoach Pkwy.

Scott Allison, with Coleman Company, presented the request to the Board for their review and recommendation. The request is to construct a trailer parking yard with approximately 106 parking spaces. The lot will be enclosed with a security fence and the frontage along Jimmy DeLoach Parkway will be landscaped with a 4 ft. berm and trees.

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.**

NEW BUSINESS

1. Site Plan/Landscape Plan review for Savannah Quarters Office on Holmes Ct.

John Farmer, with Fretus Engineering, presented the request to the Board for their review and recommendation. The intent is to construct a 20,254 sq. ft. office building, with associated parking on Holmes Court, off Blue Moon Crossing.

Result: A motion was made to recommend approval of the site plan/landscape plan.

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

2. Site Plan/Landscape Plan review for Pittman Subaru on Kita Ave. (Clear Lake Reserve)

Wesley Green, with Coleman Company, presented the request to the Board for their review and recommendation. The intent is to construct a 39,273 sq. ft. automobile dealership and the infrastructure to support it. The project is located on the corner of Pooler Parkway and Kita Avenue.

Result: A motion was made to recommend approval of the site plan/landscape plan, contingent upon \$14,025.00 being paid into the tree fund.

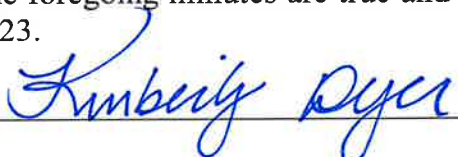
- 1- Motion:** Commissioner Daniel
 - 2- Second:** Commissioner Williams
- Motion passed without opposition.**

Adjournment

There being no further business, Commissioner Saxon asked for a motion to adjourn at 3:25 p.m.

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

The foregoing minutes are true and correct and approved by me on this 27th day of February 2023.



Kimberly Dyer, Zoning Administrator/P&Z Commission Secretary

City of Pooler
Planning & Zoning Minutes
March 13, 2023

CALL TO ORDER:

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

Attendee Name	Title	Status
Kimberly Dyer	Zoning Admin./Secretary	Present
Matt Saxon	Chairman	Present
Chelsea Henneman	Commissioner	Absent
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 March 13, 2022, Pooler Planning and Zoning Commission were reviewed, and no corrections or amendments were noted.

Result: *Approved*

1-Motion: Commissioner Daniel

2-Second: Commissioner Simmons

Passed without opposition.

NEW BUSINESS

1. Site Plan/Landscape Plan review for Element Hotel at 100 Davol Street

Dan Fischer, with EMC Engineering, presented the site plan to the Board for their review and recommendation. The intent is to construct a 131-room hotel on a 4.27-acre site and the infrastructure to support it. Mr. Fischer stated that this site plan will include the extension of Davol Street that will connect to Towne Center Boulevard and Towne Center Court.

Result: *A motion was made to recommend approval of the site plan/landscape plan for Element Hotel, contingent upon:*

- *The complete construction of the stormwater detention pond, which serves this site, but was permitted under the Hyatt House Hotel development. This off-site*

stormwater management facility shall be accepted by the City of Pooler, prior to closing out the Element Hotel and the commercial spaces.

- 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 3:05 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 13th day of March 2023.



Kimberly Dyer, Zoning Administrator/P&Z Commission Secretary

**City of Pooler
Townhome Permits
February 2023**

Date	Permit #	Subdivision	Address	Contractor	Owner	PIN #	Flood Zone/Flood Way
2/2/2023	230136	Benton Grove Townhomes	17 Naples Ln., Lot 17A	Dream Finders Homes	Same	50017D05027	
2/2/2023	230137	Benton Grove Townhomes	19 Naples Ln., Lot 21B	Dream Finders Homes	Same	50017D05026	
2/2/2023	230142	Benton Grove Townhomes	21 Naples Ln., Lot 17C	Dream Finders Homes	Same	50017D05025	
2/2/2023	230143	Benton Grove Townhomes	23 Naples Ln., Lot 17D	Dream Finders Homes	Same	50017D05024	
2/2/2023	230153	Benton Grove Townhomes	25 Naples Ln., Lot 18A	Dream Finders Homes	Same	50017D05022	
2/2/2023	230154	Benton Grove Townhomes	27 Naples Ln., Lot 18B	Dream Finders Homes	Same	50017D05021	
2/2/2023	230155	Benton Grove Townhomes	29 Naples Ln., Lot 18C	Dream Finders Homes	Same	50017D05020	
2/2/2023	230156	Benton Grove Townhomes	31 Naples Ln., Lot 18D	Dream Finders Homes	Same	50017D05019	
2/2/2023	230157	Benton Grove Townhomes	28 Naples Ln., Lot 20A	Dream Finders Homes	Same	50017D03006	
2/2/2023	230158	Benton Grove Townhomes	26 Naples Ln., Lot 20B	Dream Finders Homes	Same	50017D03007	
2/2/2023	230159	Benton Grove Townhomes	24 Naples Ln., Lot 20C	Dream Finders Homes	Same	50017D03008	
2/9/2023	230183	Benton Grove Townhomes	1 Naples Ln., Lot 15A	Dream Finders Homes	Same	50017D05037	Yes/No
2/9/2023	230184	Benton Grove Townhomes	3 Naples Ln., Lot 15B	Dream Finders Homes	Same	50017D05036	Yes/No
2/9/2023	230185	Benton Grove Townhomes	5 Naples Ln., Lot 15C	Dream Finders Homes	Same	50017D05035	Yes/No
2/9/2023	230186	Benton Grove Townhomes	7 Naples Ln., Lot 15D	Dream Finders Homes	Same	50017D05034	Yes/No
2/13/2023	230198	Benton Grove Townhomes	9 Naples Ln., Lot 16A	Dream Finders Homes	Same	50017D05032	
2/13/2023	230199	Benton Grove Townhomes	11 Naples Ln., Lot 16B	Dream Finders Homes	Same	50017D05031	
2/13/2023	230200	Benton Grove Townhomes	13 Naples Ln., Lot 16C	Dream Finders Homes	Same	50017D05030	
2/13/2023	230201	Benton Grove Townhomes	15 Naples Ln., Lot 16D	Dream Finders Homes	Same	50017D05029	
2/13/2023	230206	Benton Grove Townhomes	20 Naples Ln., Lot 21A	Dream Finders Homes	Same	50017D03010	
2/13/2023	230207	Benton Grove Townhomes	18 Naples Ln., Lot 21B	Dream Finders Homes	Same	50017D03011	
2/13/2023	230208	Benton Grove Townhomes	16 Naples Ln., Lot 21C	Dream Finders Homes	Same	50017D03012	
2/13/2023	230209	Benton Grove Townhomes	14 Naples Ln., Lot 21D	Dream Finders Homes	Same	50017D03013	
2/13/2023	230210	Benton Grove Townhomes	12 Naples Ln., Lot 21E	Dream Finders Homes	Same	50017D03014	
2/13/2023	230211	Benton Grove Townhomes	10 Naples Ln., Lot 22A	Dream Finders Homes	Same	50017D03015	
2/13/2023	230212	Benton Grove Townhomes	8 Naples Ln., Lot 22B	Dream Finders Homes	Same	50017D03016	
2/13/2023	230213	Benton Grove Townhomes	6 Naples Ln., Lot 22C	Dream Finders Homes	Same	50017D03017	
2/13/2023	230214	Benton Grove Townhomes	4 Naples Ln., Lot 22D	Dream Finders Homes	Same	50017D03018	
2/13/2023	230215	Benton Grove Townhomes	2 Naples Ln., Lot 22E	Dream Finders Homes	Same	50017D03019	
2/16/2023	230218	Benton Grove Townhomes	48 Amalfi Ave., Lot 28A	Dream Finders Homes	Same	50017D03039	Yes/No
2/16/2023	230219	Benton Grove Townhomes	46 Amalfi Ave., Lot 28B	Dream Finders Homes	Same	50017D03040	Yes/No
2/16/2023	230220	Benton Grove Townhomes	44 Amalfi Ave., Lot 28C	Dream Finders Homes	Same	50017D03041	Yes/No
2/16/2023	230221	Benton Grove Townhomes	42 Amalfi Ave., Lot 28D	Dream Finders Homes	Same	50017D03042	Yes/No
2/16/2023	230222	Benton Grove Townhomes	40 Amalfi Ave., Lot 28E	Dream Finders Homes	Same	50017D03043	Yes/No

Misc. Permits February 2023

Date	Permit #	Address	Contractor	Owner	Project Type	PIN #	Flood Zone
2/13/2023	230121	31 Canal Bank Rd.	Cancun Pools & Spas LLC	Sheng Chen	Inground Concrete Pool	5100902054	
2/2/2023	230144	402 James Rd.	Absolute Contracting Inc.	Derek Knight	Replace Shingles/Plywood	5000411009	
2/28/2023	230145	Dean Forest Rd.	Graham Outdoor Advertising LLC	Albert Wall	Billboard Sign	5098804027	
2/16/2022	230148	107 Oldwood Dr.	JDH Decks and Fences Inc	Janice Oliver	Aluminum Fence		
2/3/2023	230177	325 Merganser Dr.	Tuff Shed	John Smith	Storage Building	51010G05012	
2/3/2023	230178	158 Silverton Rd.	Coastal Service Experts	Ben Hooks	Mechanical		
2/3/2023	230179	211 Standing Pine Cir.	John Whitby	Same	6' Wood Privacy Fence		
2/3/2023	230180	184 Benelli Dr.,	Veterans Fence	Xinia Azimoara	6' Wood Privacy Fence		
2/3/2023	230181	1009 SH Morgan Pkwy	Champion Fire Protection	BMR Logistics	Fire Sprinkler System		
2/3/2023	230182	206 S Chestnut ST.	Southern Power Electric	Dozier Cook	Electrical		
2/9/2023	230187	1 Godley StationBlvd. Unit C-101	JH Cleveland Construction	Terry Randolph	Repair/Reconstruct Deck	50017B03010	
2/9/2023	230190	3002 Benton Grove	Breland Well Drilling	DD Benton LLC	Deep Well	5001701039	
2/9/2023	230191	257 Spanton Crescent	Tippins Homes, LLC	Monica and Lane Oglesby	Close in Back Porch	51009F05003	
2/21/2023	230192	405 W Hwy 80 Ste 106	Doug Bean Signs	Jeremy Nease	Wall Sign		
2/8/2023	230193	168 Tahoe Dr.	Thompson & Thompson	Nathan Vasquez	Mechanical		
2/24/2023	230194	112 Cross Creek Dr.	Architectural Pools	Arnold Gomez	Inground Fiberglass Pool	51010A07011	
2/9/2023	230196	1 Godley StationBlvd. Unit C-104	Champion Fire Protection	Bob Engler	Fire Sprinkler System		
2/9/2023	230197	1 Godley StationBlvd. Unit C-101	Champion Fire Protection	Skinny Salads	Fire Sprinkler System		
2/13/2023	230202	7 Superior Ln.	Pation Renovations Unlimited	Naveena Gnaniaih	4' Black Aluminum Fence		
2/9/2023	230203	1316 DJ's Way	Titanium Solar LLC	Linda Irby	Rooftop Solar Panels	51011A13020	
2/10/2023	230204	108 Champlain Dr.	JDH Decks and Fences Inc	Kayla Todd	Aluminum Fence		
2/13/2023	230205	209 Merganser Dr.	Sun Drenched Pools	Anthony Pennington	Inground Fiberglass Pool	51010G0005	
2/3/2023	230216	181 Wood Haven Ln.	Generator Supercenter	Asa Henry Nails	Electrical		
2/15/2023	230217	313 W. Collins St.	Echo Homebuilders	Trisha Cook	Detached Garage	5000302003	
2/15/2023	230225	129 Continental Blvd.	Pametto State Sign Installation	Camping World	2 Wall Signs and 1 Pylon Face		
2/15/2023	230236	112 Longleaf Cir.	Generator Supercenter	Johnny King	Electrical		
2/16/2023	230237	120 River Run Dr.	JDH Decks and Fences Inc	Dave Clark	Aluminum Fence		
2/16/2023	230238	143 Nandina Way	JDH Decks and Fences Inc	Julia Hartenfels	4' Vinyl Pickett Fence		
2/21/2023	230239	1215 E. Hwy 80 Unit 100	Doug Bean Signs	T&M Commercial Development	Two Wall Signs		
2/21/2023	230241	109 Barrow Dr.	Jeff Stewart Electrical Services	Comcast	Electrical		
2/21/2023	230242	2100 Pooler Pkwy	Jeff Stewart Electrical Services	Comcast	Electrical		
2/21/2023	230244	200 Tanger Outlets Blvd	Sign D' Sign	Tanger Outlets	Wall Sign		
2/23/2023	230245	221 Park Chase	JDH Decks and Fences Inc	Gary Michaels	Aluminum Fence		
2/23/2023	230264	100 Como Dr.	JDH Decks and Fences Inc	Angie Shunk	Aluminum Fence		
2/23/2023	230265	33 Old Bridge Dr.	Freedom Forever	Rebecca Smith	Rooftop Solar Panels	51015A01022	
2/23/2023	230266	221 Tahoe Dr.	Freedom Forever	Daniel Shorter	Rooftop Solar Panels	51014c03040	
2/24/2023	230267	2101 Travis Field Rd.	Griffin Contracting Inc.	2101 Travis Partners, LLC	Demolition	5098601003	
2/27/2023	230272	155 Martello Rd.	JDH Decks and Fences Inc	William Sheppard	Aluminum Fence		
Total	38						

**City of Pooler
Certificate of Occupancy
February 2023**

Date	Permit #	Subdivision	Address	Type of Construction	Contractor	Owner
2/1/2023	220121	Ellis Park	101 Buttermere Way, Lot 333	Single Family Detached	DR Horton	Same
2/1/2023	211277	Hunt Club	358 Serengeti Blvd., Lot 612	Single Family Detached	Beazer Homes	Same
2/1/2023	220020	Hunt Club	306 Serengeti Blvd., Lot 638	Single Family Detached	Beazer Homes	Same
2/2/2023	220089	Westwood Reserve	207 Merganser Dr., Lot 3	Single Family Detached	DR Horton	Same
2/2/2023	220663	Westwood Reserve	33 Woodford Reserve Dr., Lot 78	Single Family Detached	DR Horton	Same
2/6/2023	210693	The Farm at Morgan Lakes	118 Pickett Fence Ln., Lot 42	Single Family Detached	Trust Homes - South Coast, LLC	Same
2/6/2023	220855	Westwood Reserve	48 Woodford Reserve Dr., Lot 68	Single Family Detached	DR Horton	Same
2/9/2023	220610	Forest Lakes	129 Como Dr., Lot 928	Single Family Detached	Landmark 24 Homes of Savannah	Same
2/10/2023	220021	Hunt Club	304 Serengeti Blvd., Lot 639	Single Family Detached	Beazer Homes	Same
2/10/2023	210620	Hunt Club	341 Serengeti Blvd., Lot 648	Single Family Detached	Beazer Homes	Same
2/14/2023	220650	Westbrook Glen	156 Harvest Hill, Lot 823	Single Family Detached	Pulte Home Company	Same
2/14/2023	220651	Westbrook Glen	130 Harvest Hill, Lot 836	Single Family Detached	Pulte Home Company	Same
2/14/2023	220847	Westwood Reserve	54 Woodford Reserve Dr., Lot 65	Single Family Detached	DR Horton	Same
2/14/2023	220848	Westwood Reserve	52 Woodford Reserve Dr., Lot 66	Single Family Detached	DR Horton	Same
2/14/2023	220160	Westwood Reserve	212 Merganser Dr., Lot 14	Single Family Detached	DR Horton	Same
2/14/2023	220674		100 Blue Moon Xing, Unit 116	Blue Moon Nutrition	Marchese Construction	Blue Moon Nutrition
2/16/2023	2206314		1000 Pine Barren Rd., Unit 111	Massage Crystal	Kim Man Kwok	Sean Reeder
2/17/2023	220936	Westbrook Glen	132 Harvest Hill, Lot 835	Single Family Detached	Pulte Home Company	Same
2/21/2023	220935	Westbrook Glen	150 Harvest Hill, Lot 826	Single Family Detached	Pulte Home Company	Same
2/21/2023	220608	Forest Lakes	104 Champlain Dr., Lot 553	Single Family Detached	Landmark 24 Homes of Savannah	Same
2/22/2023	220100	Hunt Club	300 Serengeti Blvd., Lot 641	Single Family Detached	Beazer Homes	Same
2/22/2023	220483	Westwood Reserve	299 Merganser Dr., Lot 47	Single Family Detached	DR Horton	Same
2/23/2023	220545	Clubhouse Residential	31 Golf Dr., Lot 489	Townhome	Logan Homes SC LLC	Same
2/23/2023	220974	Westbrook Glen	101 Harvest Hill, Lot 785	Single Family Detached	Pulte Home Company	Same
2/24/2023	220551	Clubhouse Residential	21 Palladian Way, Lot 496	Townhome	Logan Homes SC LLC	Same
2/24/2023	220417	Forest Lakes	121 Como Dr., Lot 932	Single Family Detached	Landmark 24 Homes of Savannah	Same
2/24/2023	220604	Forest Lakes	138 Champlain Dr., Lot 534	Single Family Detached	Landmark 24 Homes of Savannah	Same
2/24/2023	220251	Westbrook	101 Wood Glen Retreat, Lot 405	Single Family Detached	Tippins Homes	Michael Funk
2/27/2023	220549	Clubhouse Residential	29 Golf Dr., Lot 490	Townhome	Logan Homes SC LLC	Same
2/27/2023	220339	Forest Lakes	9 Grand View Ct., Lot 521	Single Family Detached	Landmark 24 Homes of Savannah	Same
2/28/2023	220772		1543 Dean Forest Rd.	Office/Trailer Parking Facility	C. Merrill Construction	1545 Dean Forest , LLC
2/28/2023	211356		135 Coleman Blvd., Bldg 2	Fedex Building	Evans General Contractors	Suncap Property Group
2/28/2023	220225	Westwood Reserve	317 Merganser Dr., Lot 38	Single Family Detached	DR Horton	Same
2/28/2023	210475	Westbrook	201 Park Chase, Lot 717	Single Family Detached	Village Park Homes, LLC	Same
Total	34					

**Monthly Report
February 2023**

INSPECTORS

Scott MacPherson	168	Inspections (Included in Salary)
Frank Garza	531	Inspections (Included in Salary)
Total Inspections:	699	Inspections

AGENDA ITEM

Date: March 20, 2023

Subject: Site Plan/Landscape Plan for Element Hotel at 100 Davol Street

Background & Discussion:

Dan Fischer, with EMC Engineering 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 131 rooms and the infrastructure to support it. Mr. Fischer stated that this site plan will include the extension of Davol Street that will connect to Towne Center Boulevard and Towne Center Court.

Planning and Zoning Recommendation:

P&Z recommends approval of the site plan/landscape plan, contingent upon the following:

- *The complete construction of the stormwater detention pond, which serves this site, but was permitted under the Hyatt House Hotel development. This off-site stormwater management facility shall be accepted by the City of Pooler, prior to closing out the Element Hotel and the commercial spaces.*

Staff Recommendation:

Staff concurs with P&Z, contingent upon a Stormwater Maintenance Agreement being recorded and submitted to the City prior to a pre-construction meeting being scheduled.



March 10th, 2023

Alec B. Metzger, P.E.
EMC Engineering Services, Inc.
10 Chatham Center South, Suite 100
Savannah, GA 31405

Dear Mr. Metzger,

I am pleased to provide you with a recommendation for Approval of the site development plans for 'Element Hotel & Commercial Space', which is provided below.

Site Plan Review

<u>Submittal Documents:</u>	Site Development Plan.....	<i>Mar. 2023</i>
	Stormwater Management Report.....	<i>Feb. 2023</i>
	Stormwater Maintenance Agreement.....	<i>Nov. 2022</i>
	Water System Analysis.....	<i>Sep. 2022</i>
	Technical Traffic Memorandum.....	<i>Nov. 2022</i>
	Geotechnical Report.....	<i>Sep. 2022</i>
	FAA Building Height Approval.....	<i>Dec. 2022</i>
	City of Pooler Building Height Variance.....	<i>Mar. 2023</i>
	City of Pooler Setback Variance.....	<i>Mar. 2023</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.



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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 Approval of the site development plans, with the following contingency:

1. Close out of this site development project shall be contingent upon the complete construction of the stormwater detention pond, which serves this site, but was permitted under the Hyatt House Hotel development. This off-site stormwater management facility shall be accepted by the City of Pooler, prior to closing out the Element Hotel & Commercial Space site development project.

Please contact me if you have any questions. I can be reached via email or phone at 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



Ph: 912.445.0050
F: 912.756.5882



RECEIVED

MAY 25 2022

ZONING DEPARTMENT

Project # 220661

Site Plan Application

(page 1 of 3)

Applicant Roy Patel

Mailing address 111 Greenview Dr

City Savannah State Ga Zip 31405

Telephone (912) 238-2424 Fax ()

Property Owner(s) Roy Patel

Mailing address 111 Greenview Dr

City Savannah State Ga Zip 31405

Telephone (912) 238-2424 Fax ()

Contact Person(s) Roy Patel

Mailing address 111 Greenview Dr

City Savannah State Ga Zip 31405

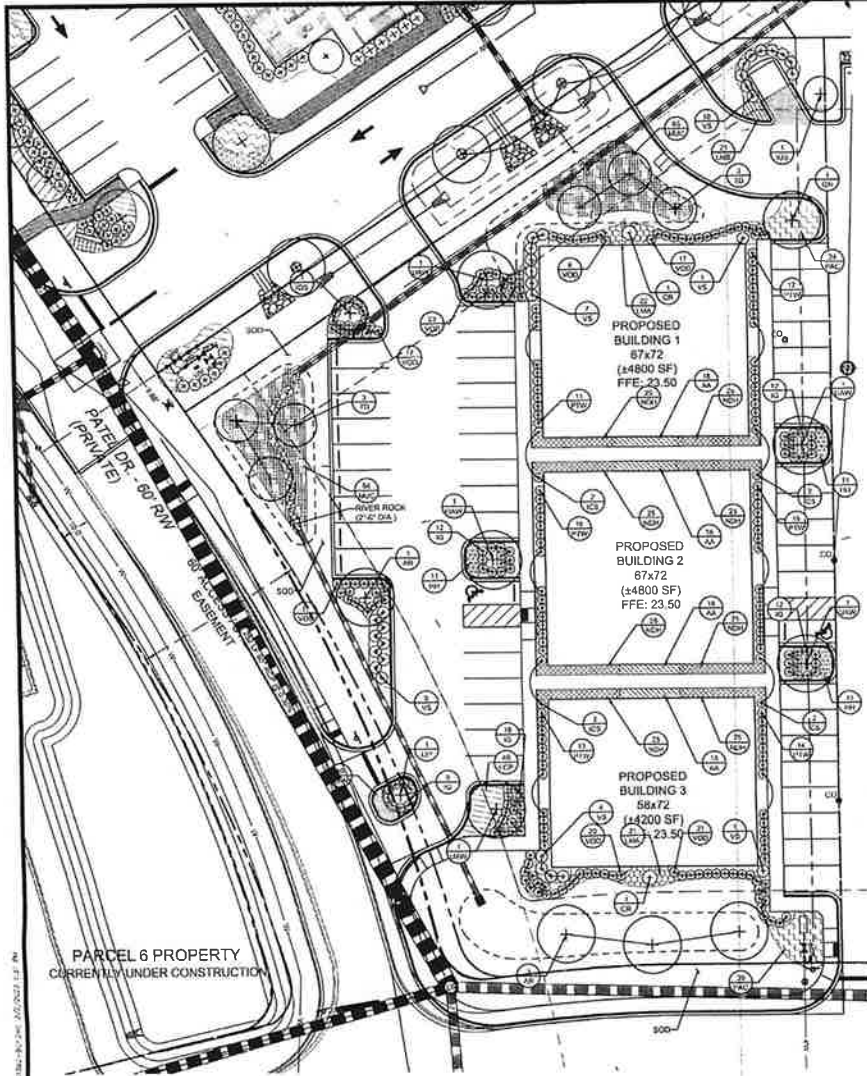
Telephone (912) 238-2424 Fax () E-mail

Location address 100 Davol Street

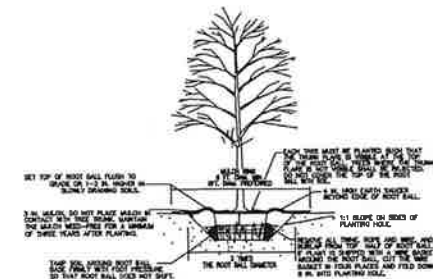
Current Zoning PUD-C Parcel Identification Number 50017C02020

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

CONSTRUCTION OF A HOTEL, WITH WATER AND SANITARY UTILITIES. PAVEMENT FOR ACCESS
AROUND THE BUILDING AND CONNECTION ONTO TOWNE CENTER DRIVE. CONSTRUCTION OF A
COMMERCIAL CENTER W/ 3 SMALL OFFICE BLDGS, RELATED PARKING, AND EXTENSION OF A
CONNECTING ROAD TO TOWNE CENTER DRIVE.



PROPOSED ELEMENT HOTEL

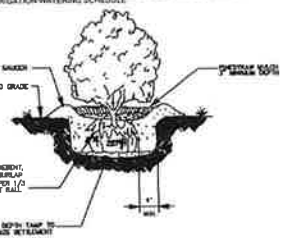


NOTES
 1. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BRANCHES ON DEAD BRANCHES, SOME WITHIN TRUNK AND LATERAL BRANCHES MAY BE PRUNED HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
 2. STAKE TREES ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT (SEE STAKING DETAILS).

TREE PLANTING
 NOT TO SCALE

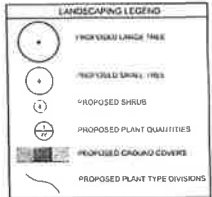
LANDSCAPE NOTES:

- ALL DISTURBED AREAS NOT COVERED BY STRUCTURES, PAVING, OR LANDSCAPING SHALL BE GRASSED BY BERMUDA SOCCOSED. OWNERS WILL DETERMINE EXTENT OF SOILING VS SEEDING. THE CONTRACTOR WILL UTILIZE EXISTING GRASS WHENEVER POSSIBLE.
- ALL PLANT BEDS SHALL BE MULCHED WITH 3" OF PINE STRAW.
- NO LARGE TREES SHALL BE PLANTED WITHIN 30' OF ANY LIVE, BURIED, OR HEAVY LINE OF BROWN GRASS. LANDSCAPE CONTRACTOR SHALL VERIFY LOCATION OF UTILITIES PRIOR TO PLANTING. LANDSCAPE ARCHITECT AND ARCHITECT TO APPROVE ALL UTILITIES. ALL UTILITIES LAMINATED CONDUITS SHALL BE RESPONSIBLE FOR REPAIR OF ANY UTILITY LINES DAMAGED DURING PLANTING.
- SEE DETAILS ON CONSTRUCTION DETAIL SHEET FOR GRUBS AND TREE INSTALLATION.
- TOP SOIL SHALL BE ADDED TO WITHIN 1" OF 10" OF 10" DODGE OF PAVEMENT.
- AN UNDERGROUND IRRIGATION SYSTEM IF INSTALLED, SHALL COMPLY WITH ALL THE REQUIREMENTS AND REGULATIONS OF THE COUNTY AND ALSO COMPLY WITH THE LATEST NATIONAL ELECTRIC CODE RULES FOR ALL ELECTRIC WORKS AND MATERIALS.
- QUANTITIES ARE SHOWN FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR WISHER OWN TAKEOFF.



NOTES
 1. GRUBS SHALL BE ONLY REMOVED AND NOT RE-PLANTED IF PRESENT.
 2. FINISHED GRADE AROUND PLANT TO BE THE SAME AS ORIGINAL GRADE OF PLANT WHEN GROWN.

SHRUB PLANTING
 NOT TO SCALE



LANDSCAPE CALCULATIONS

TREES REQUIRED - 15 ACRES
 1.14 AC X 13 TREES/AC = 15 TREES

LANDSCAPE CALCULATIONS
 TREES REQUIRED - 15 ACRES
 1.14 AC X 13 TREES/AC = 15 TREES

PLANT SCHEDULE

ITEM	IDENTIFY NAME	COMMON NAME	QTY	SIZE	SPACING	NOTES
AA	AGAPANTHUS SPECIOSUS	AGAPANTHUS SPECIOSUS	72	1 GAL	2' O.C.	LATE BLOOMER
AV	ANEMONE	ANEMONE	48	8" CONT	12" O.C.	SEASONAL COLOR
BB	BALTIMORE ORNAMENTAL	BALTIMORE ORNAMENTAL	36	1 GAL	2' O.C.	TRITON FLOWERS
CC	CORDON ROUGE HYDRANGEA	CORDON ROUGE HYDRANGEA	18	1 GAL	2' O.C.	
DD	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
EE	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
FF	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
GG	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
HH	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
II	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
JJ	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
KK	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
LL	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
MM	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
NN	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
OO	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
PP	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
QQ	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
RR	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
SS	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
TT	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
UU	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
VV	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
WW	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
XX	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
YY	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	
ZZ	LEMON LIME NASTURTIUM	VARIETATED LEMON LIME	42	1 GAL	2' O.C.	

* DENOTES APPROVED HARDWOOD TREE

NO. | REVISION DESCRIPTION | DATE

EMC ENGINEERING SERVICES, INC.
 100 DAVOL STREET
 POOLER, CHATHAM COUNTY, GEORGIA
 31768
 (706) 881-1111
 www.emceng.com

LANDSCAPE PLAN - COMMERCIAL OFFICE SPACE
 COMMERCIAL SPACE / ELEMENT HOTEL
 100 DAVOL STREET
 POOLER, CHATHAM COUNTY, GEORGIA

Prepared for:
 ROY PATEL

PROJECT NO. 2021-01
 DRAWN BY: JAC
 CHECKED BY: JAC
 SURVEYED BY: JAC
 SURVEY DATE: MARCH 2021
 DATE: MARCH 2021

SHEET
 9
 OF 18



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: March 20, 2023

Subject: Acceptance of Maintenance Bond and Sidewalk
Performance Bond for Clear Lake Reserve, Phase 2

Background & Discussion: A final inspection was completed on November 17, 2022, and all the punch list items have been addressed.

Planning and Zoning Recommendation: N/A

Staff Recommendation: Staff recommends approval of the maintenance bond in the amount of \$214,306.76 and the performance bond in the amount of \$55,972.50, subject to the bond being approved by the City Attorney.



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November 2nd, 2022
CC: Brian Crooks, AICP
Liberto Chacon, PE

Ms. Kimberly Classen
Planning and Zoning Department
City of Pooler
100 Southwest HWY 80
Pooler, GA 31322

Subject: Bond Request
Clear Lake Reserve Phase 2
Warranty Bond & Sidewalk Performance Bond

Dear Ms. Classen:

We have reviewed the requests for Clear Lake Reserve Phase 2 – Infrastructure Warranty Bond & Sidewalk Performance Bond, furnished by Thomas & Hutton, specifically the Schedule of Values and Unit Cost for the required bond.

For the Warranty Bond Request, the infrastructure being dedicated to the City of Pooler is as follows – Water Distribution System & Sanitary Sewer System. For the Sidewalk Performance Bond, the work includes the construction of the remaining sidewalk.

Based on the calculations provided by Thomas & Hutton, the cost of the:

- Public Infrastructure is \$428,613.52, thus a 50% Warranty Bond of \$214,306.76 is correct.
- Remaining Sidewalk is \$37,315.00, thus a 150% Performance Bond of \$55,972.50 is correct.

This review was based exclusively on the information provided by the project design professional that is solely responsible for its content and the accuracy of that information.

If you have you have any questions and/or comments, please feel free to contact me via email or phone at tshoemaker@eomworx.com or (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882

Asst. Director of Public Works – John Winn

Coordinator – Tarra Duff

Superintendents:

Streets - Shawn McNelly

Water- Mark Williams

Sewer – John Winn

Drainage – Chris Costa

Arborist – Mike Pavlis



Robert H Byrd Jr. - City Manager

Matt Saxon – Assistant City Manager

Steve Scheer - City Attorney

Ashley Brown – Chief of Police

CITY OF POOLER

Department of Public Works

1095 South Rogers Street, Pooler, Georgia 31322

912-330-8650 / www.pooler-ga.us

November 17, 2022

Ryals Morgan Tract Phase II Pump Station,

The developers of Ryals Morgan Tract Phase II completed all punch list items for this project. The City of Pooler Public Works Department approves the above stated development to begin its warranty bonding period, upon council approval.

Signed and Approved By:

John Winn- Sewer Superintendent
 Public Private

Mark Williams- Water Superintendent
 Public Private

Chris Costa - Drainage Superintendent
 Public Private

N/A

Shawn McNelly- Street Superintendent
 Public Private

Sincerely,

Tarra Duff
Public Works Coordinator

PROJECT: Ryals / Morgan Tract (Clear Lake Reserve) Phase 2

JOB NO.: J-26640.0003

DATE: 9/29/2021

POOLER, GEORGIA
THOMAS AND HUTTON

REVISED: 7/25/2022

BY: MO

WATER & SEWER UTILITY MAINTENANCE BOND DETERMINATION

ITEM	Description	Quantity	Unit	Unit Price	Total Amount
SANITARY SEWER SYSTEM					
1	6 inch Service Connection w / Plug	6	EA	\$ 530.63	\$ 3,183.78
2	8 inch SDR 26	1367	LF	\$ 58.72	\$ 80,270.24
3	Manholes Including Drops, Coatings	7	EA	\$ 4,150.00	\$ 29,050.00
4	Pump Station Ryals West	1	LS	\$ 205,000.00	\$ 205,000.00
5	4 Inch SSFM Including Fittings	937	LF	\$ 22.50	\$ 21,082.50
SUB TOTAL - SANITARY SEWER SYSTEM					\$ 338,586.52
WATER DISTRIBUTION SYSTEM					
1	Connect to Existing 12 inch Waterline, 12x8 Tapping	1	LS	\$ 8,500.00	\$ 8,500.00
2	8 Inch Ductile Iron Water Main	284	LF	\$ 44.06	\$ 12,513.04
3	8 Inch PVC Water Main	2190	LF	\$ 19.75	\$ 43,252.50
4	8 Inch Gate Valve in Manhole	1	EA	\$ 3,715.46	\$ 3,715.46
5	Fire Hydrant On 8" Lines Includes Tee / Valve /	4	LF	\$ 4,072.00	\$ 16,288.00
6	Fittings	1	EA	\$ 5,758.00	\$ 5,758.00
SUB TOTAL - WATER DISTRIBUTION SYSTEM					\$ 90,027.00
TOTAL - WATER & SEWER DISTRIBUTION SYSTEM					\$ 428,613.52
2 YEAR MAINTENANCE BOND 50%					\$ 214,306.76

Notes:

Since the Engineer has no control over the cost of labor, materials, equipment, over the contractor's method of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction costs provided for herein are made on the basis on the executed contract schedule of values.

PROJECT: Ryals / Morgan Tract (Clear Lake Reserve) Phase 2

JOB NO.: J-26640.0003

POOLER, GEORGIA
THOMAS AND HUTTON

DATE: 10/18/2021

REVISED: 6/28/2022

BY: KRS

SIDEWALK PERFORMANCE BOND DETERMINATION

Item	Description	Quantity	Units	Unit Price	Total
SIDEWALKS					
1	Sidewalks	878	SY	\$42.50	\$ 37,315.00
150% Performance Bond Amount Sidewalks					\$ 55,972.50

Notes:

Since the Engineer has no control over the cost of labor, materials, equipment, over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis on the executed contract schedule of values.

RECORD DRAWINGS OF CLEARLAKE RESERVE - PHASE 2 FKA RYALS TRACT & MORGAN TRACT POOLER, GEORGIA

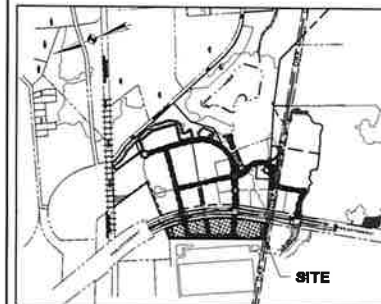
PREPARED FOR:
POOLER PARKWAY OF GA, LLC
123 CANAL STREET, SUITE 201
POOLER, GEORGIA 31322

TM# 5101101008

MARCH 4, 2022

J-26640.0003

PREPARED BY:



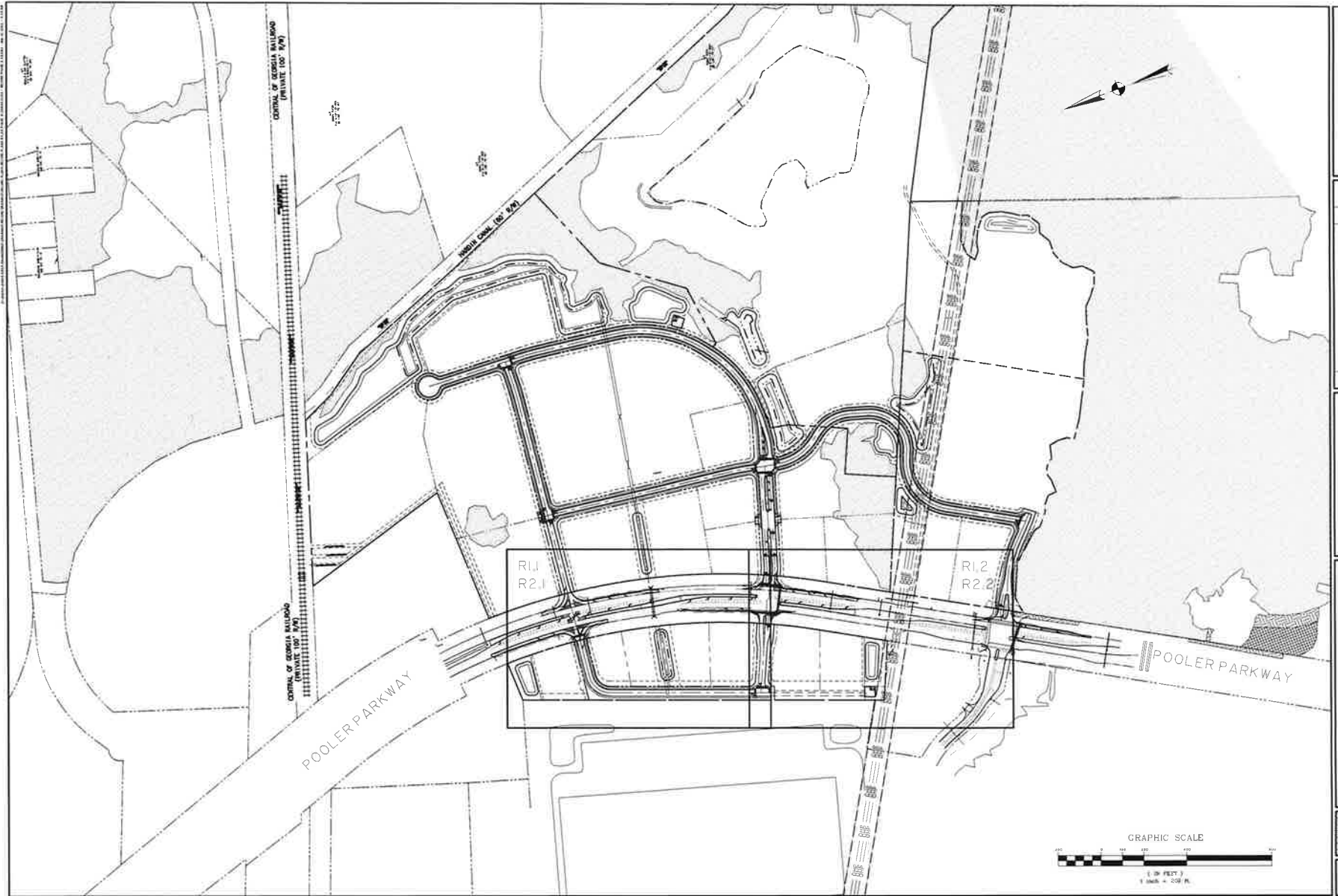
VICINITY MAP
SCALE: 1" = 1000'

Sheet List Table	
Sheet Number	Sheet Title
CS	Cover Sheet - Record Drawings
#0.1	Sheet Index - Record Drawings
#1.1	Water & Sewer - Record Drawings
#1.2	Water & Sewer - Record Drawings
#1.3	Pump Station Detail - Record Drawings
#1.4	Pump Station Detail - Record Drawings
#2.1	Drainage - Record Drawings
#2.2	Drainage - Record Drawings

REVISION HISTORY			
REV.	NO.	REVISION	BY



CLEARLAKE RESERVE - PHASE 2
FKA RYALS TRACT & MORGAN TRACT
02/04/22



RECORD DRAWING

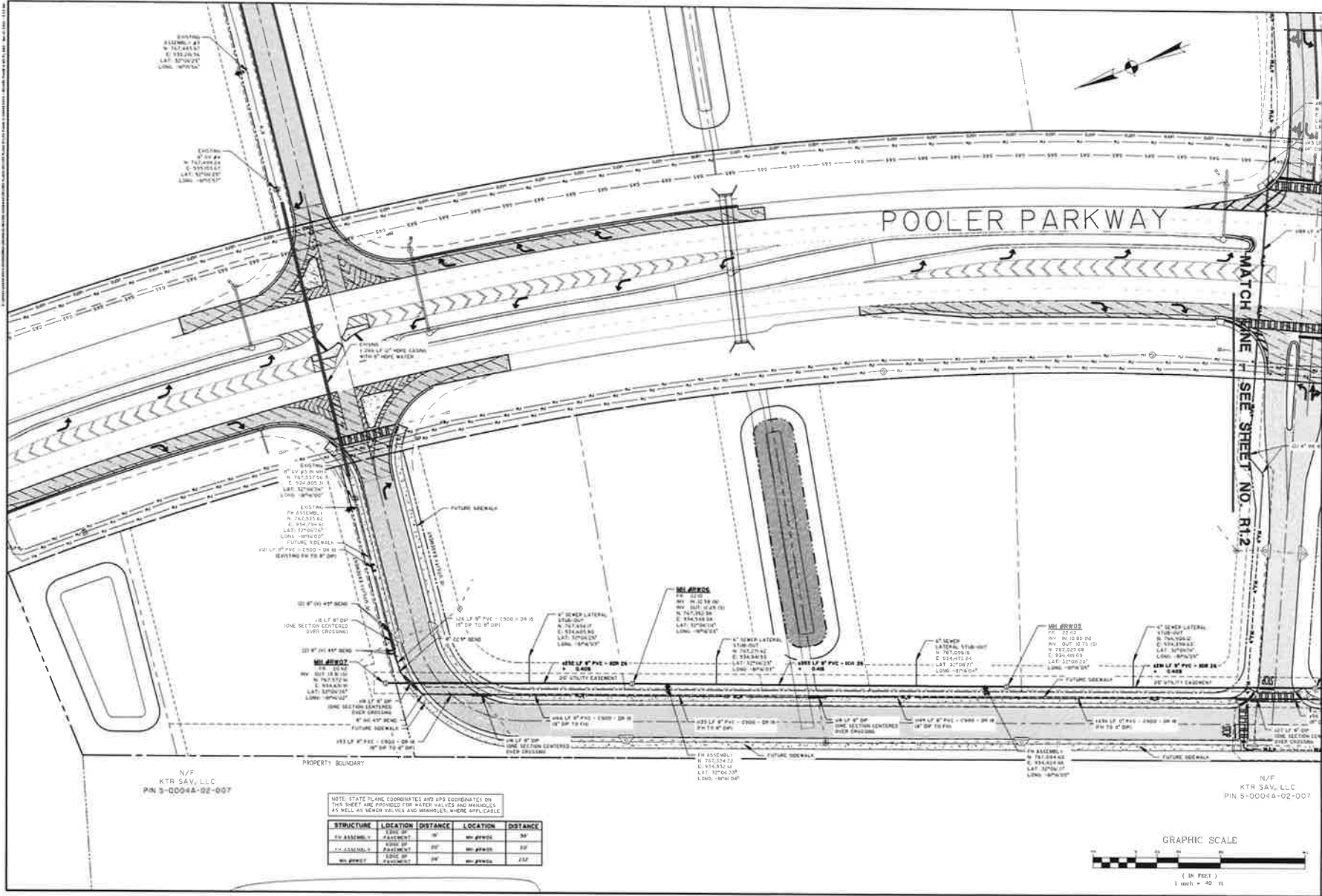
NO.	REVISION	BY	DATE

THOMAS HUTTON
 50 Post of Clemence Way
 Savannah, GA 31405 • 912.234.5300
 www.thomasandhutton.com

POOLER PARKWAY OF GA, LLC
 14000 Pooler Parkway
 CLEARLAKE RESERVE - PHASE 2
 SHEET INDEX - RECORD DRAWINGS

NO.	DATE	BY	DESCRIPTION

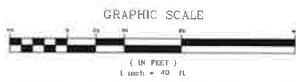
R0.1



N/F
KTR SAV, LLC
PIN 5-00044-02-007

NOTE: STATE PLANE COORDINATES AND DTM COORDINATES ON THIS SHEET ARE PROVIDED FOR WATER VALVES AND MANHOLES AS WELL AS SEWER VALVES AND MANHOLES WHERE APPLICABLE.

STRUCTURE	LOCATION	DISTANCE	LOCATION	DISTANCE
FW ASSEMBLY	SEWER	30'	HW #0005	30'
FW ASSEMBLY	SEWER	30'	HW #0005	30'
HW #0005	SEWER	242'	HW #0005	242'

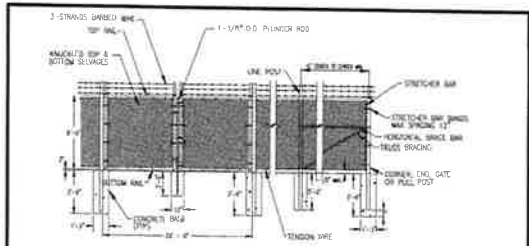


RECORD DRAWING

THOMAS HUTTON
50 Parcel Commerce Way
Savannah, GA 31405 • 912.226.6500
www.thomashutton.com

POOLER PARKWAY OF GA, LLC
POOLER, GEORGIA
CLEARLAKE RESERVE - PHASE 2
WATER & SEWER - RECORD DRAWINGS

R1.1



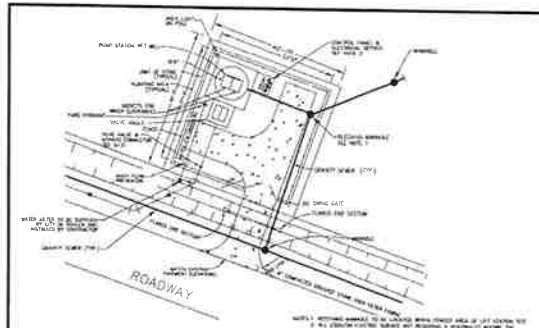
- NOTES
1. FABRIC TO BE ATTACHED TO HORIZONTAL BARS W/ TW BARS AT 16" MAX SPACING MADE ON INSIDE OF FENCE AND NOT ACCESSIBLE FROM OUTSIDE.
 2. FABRIC TO BE ATTACHED TO TENSION RIBS W/ HOE BARS AT 24" MAX SPACING.
 3. FABRIC TO BE ATTACHED TO LINE POSTS W/ SELF-LOCKING BARS AT 12" MAX SPACING.
 4. TOP RAIL TO TOP OF FABRIC SHALL BE 2" MAX.
 5. ALL MATERIALS SHALL BE AS SPECIFIED IN SECTION 02451.

CITY OF POOLER
2011 STANDARD DETAIL

CHAIN LINK FENCE DETAIL

N.T.S.
August 2006

S-15

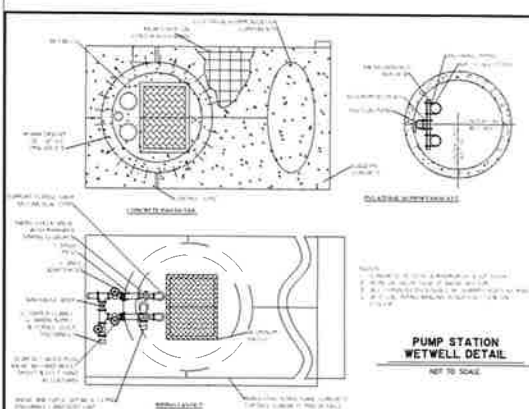


CITY OF POOLER
2011 STANDARD DETAIL

TYPICAL LIFT STATION
SITE PLAN

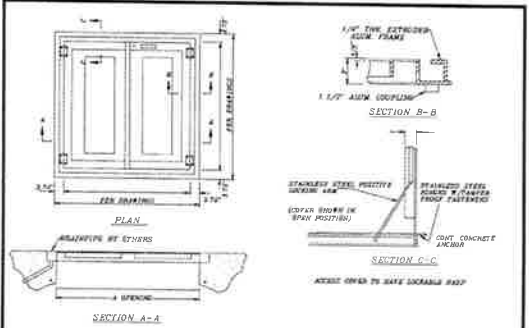
N.T.S.
June 2012

S-19



PUMP STATION
WETWELL DETAIL

NET TO SCALE

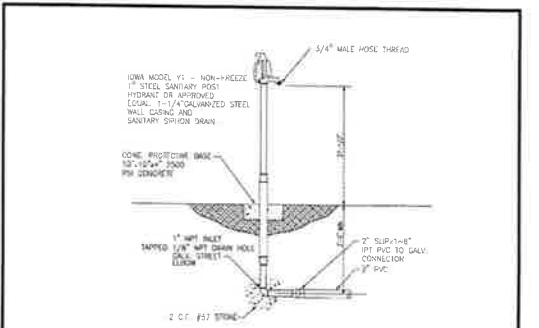


CITY OF POOLER
2011 STANDARD DETAIL

WATERTIGHT DOUBLE DOOR
ACCESS FRAME AND COVER DETAIL

N.T.S.
August 2006

S-18

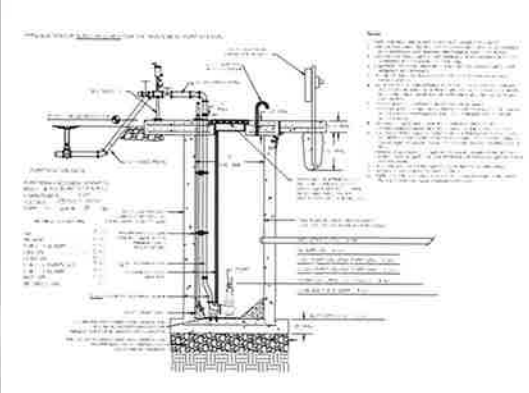


CITY OF POOLER
2011 STANDARD DETAIL

NON FREEZE YARD HYDRANT DETAIL

N.T.S.
August 2006

S-20



PUMP STATION
WETWELL DETAIL

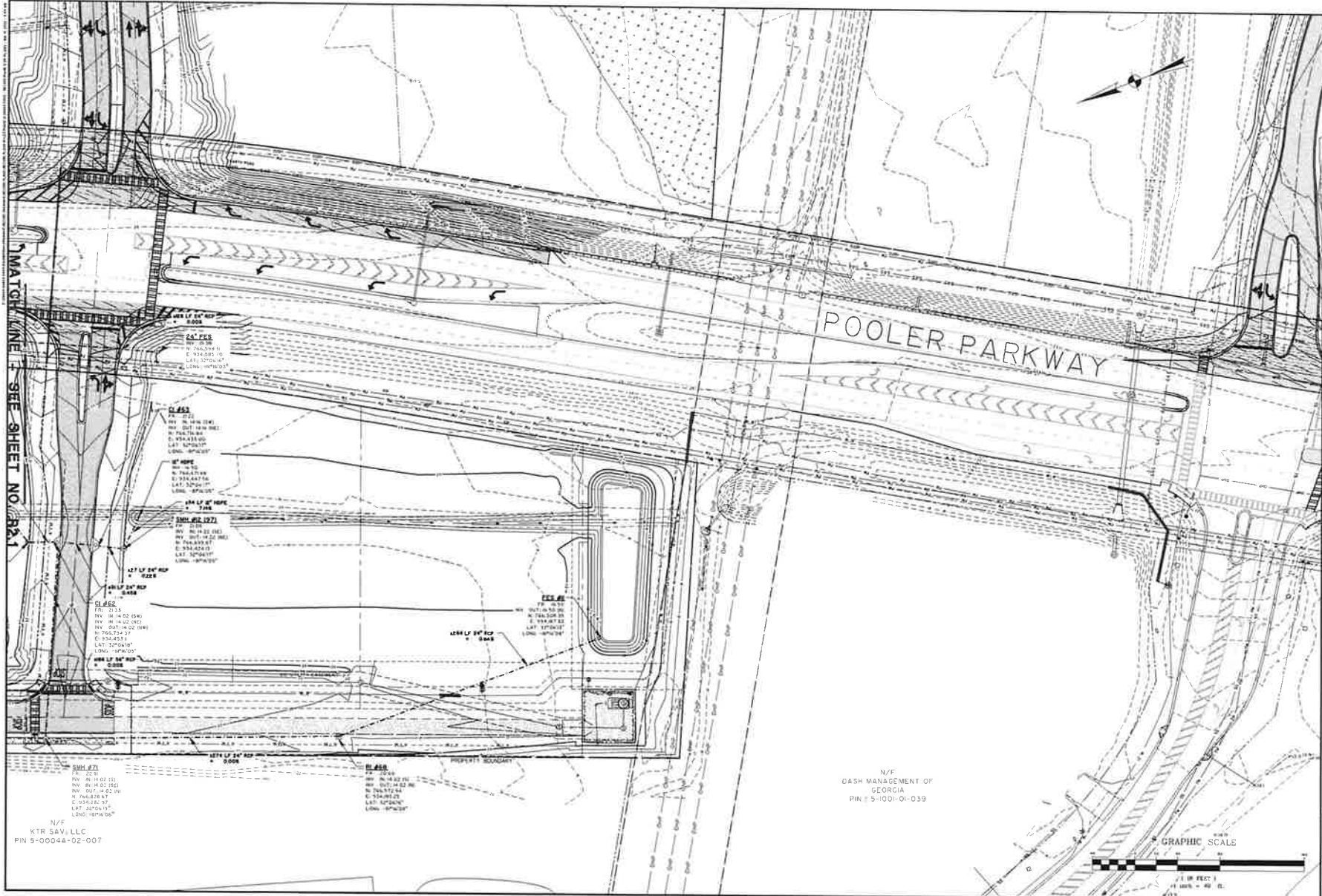
RECORD DRAWING

NO.	REV.	DESCRIPTION

THOMAS HUTTON
REGISTERED PROFESSIONAL ENGINEER
5500 Rockledge Court, Suite 200
San Diego, CA 92121
www.thomashuttonllc.com

POOLER PARKWAY OF GA, LLC
POOLER, GEORGIA
CLEARLAKE RESERVE - PHASE 2
PUMP STATION DETAIL - RECORD DRAWINGS

R13



MATCH LINE - SEE SHEET NO. R21

MANHOLE #555
 ELEVATION: 954.085 (0)
 LAT: 32°04'00" N
 LONG: 107°04'00" W

MANHOLE #553
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 C: 934.451 (1)
 LAT: 32°04'00" N
 LONG: 107°04'00" W

MANHOLE #552
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 C: 934.451 (1)
 LAT: 32°04'00" N
 LONG: 107°04'00" W

MANHOLE #551
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 C: 934.451 (1)
 LAT: 32°04'00" N
 LONG: 107°04'00" W

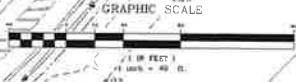
MANHOLE #550
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 C: 934.451 (1)
 LAT: 32°04'00" N
 LONG: 107°04'00" W

MANHOLE #549
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 C: 934.451 (1)
 LAT: 32°04'00" N
 LONG: 107°04'00" W

MANHOLE #548
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 INV. IN 14" DIA. (15K)
 C: 934.451 (1)
 LAT: 32°04'00" N
 LONG: 107°04'00" W

N/F
 DASH MANAGEMENT OF
 GEORGIA
 PIN: 5-1001-01-039

N/F
 KTR SAV, LLC
 PIN: 5-0004-02-007



RECORD DRAWING
 THOMAS HUTTON <small>30 Poplar Creek Drive Savannah, GA 31405 • 478.234.0300 www.thomashutton.com</small>
POOLER PARKWAY OF GA, LLC <small>POOLER, GEORGIA</small> CLEARLAKE RESERVE - PHASE 2 DRAINAGE - RECORD DRAWINGS
R2.2



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

March 24, 2022

Mr. John Winn
City of Pooler Assistant Public Works Director
1095 South Rogers Street
Pooler, GA 31322

Re: Ryals Tract and Morgan Tract Phase 2
a/k/a Clear Lake Reserve Phase 2
Pooler, Georgia
J-26640.0003

Dear John:

The water and wastewater systems for the Ryals Tract and Morgan Tract Phase 2 have been completed. Thomas & Hutton along with City of Pooler personnel provided observation services at times appropriate to stages of construction. To the best of our knowledge, information and belief, installation has been made in general accordance to approved plans and specifications.

The water system consists of approximately 2,339 linear feet of 8-inch diameter water main, four fire hydrants, and appurtenances. The wastewater system consists of approximately 1,385 linear feet of 8-inch diameter gravity sewer, seven manholes, a 100 GPM duplex pump station, 937 linear feet of 4-inch diameter force main, one air release valve and appurtenances.

Please find the following enclosed items:

1. Water Pressure Testing Results
2. Bacteriological Water Sample Results
3. Fire Hydrant Flow Test Results
4. Sanitary Sewer Test Results
5. Force Main Pressure Test Results
6. Pump Station Start Up Report
7. Raven 405 Coating Spark Test Results
8. Roadway Test Results
9. Record Drawings

We would appreciate a final site review for final acceptance of the Phase 2 water and wastewater systems. If you need any additional information or have any questions or concerns, please contact Matt Owens at (912) 414-6004 at your earliest convenience.

Sincerely,

THOMAS & HUTTON



Lamar Mercer, PE

JLM/krs
Enclosures
cc: Mr. Roger Patel

Passed



CITY OF POOLER

CABLE LOCATION TEST

DATE: 4/11/2022 TIME: 10:00 Am

SUBDIVISION: Clear Lake Phase 2

INSPECTOR: Chance Litchfield

All Hydrant(s) have Location Wire exposed at flange: Yes [checked] No (If No give location)

All Blow off hydrant(s) have Location Wire exposed: Yes [checked] No (If No give location)

All Water Manholes have Location Wire exposed at ring and cover: Yes [checked] No (If No give location)

All Water Laterals have Location Wire exposed to Curb Stop: Yes [checked] No (If No give location)

All Sewer Laterals have Location Wire exposed to cap: Yes [checked] No (If No give location)

All Sewer Manholes have Location Wire exposed at ring and cover: Yes [checked] No (If No give location)

Did all of the water mains Locate: Yes [checked] No If No: What areas did not locate:

Did all of the water laterals locate: Yes [checked] No If No: What areas did not locate:

Was Contractor notified of any and all deficiencies: Yes [checked] No If No: Why Not:

Was Design Engineer notified of any and all deficiencies: Yes [checked] No If No: Why Not:

Approved and acceptable to the City of Pooler: Yes [checked] No If No: Why Not:

Signed for acceptance: Chance Litchfield

Signed for denial:

**HYDROSTATIC LEAK TEST RECORD
 FOR BURIED WATER & WASTEWATER PRESSURE PIPING**

Date of Test: 10/13/2021
 Test Number: 1
 Retest (Yes/No): No

Project: Ryals Morgan Phase 2 Project #: J-26640.0003
 Contractor: McLendon Enterprises T&H Rep: Matt Owens
 Utility Co.: City of Pooler Witness: N/A

Pipeline Identification: 8" Domestic main from S H Morgan to north entrance of project.
 Location of Test: At tie in on north side of project.
 Test from Station #: _____ To Station #: _____ Test Fluid: Water
 Test Specification: AWWA C-600

Allowable Leakage (L) Test Computation

Size #1 Length to be Tested (S): 2,339 Feet
 Nominal Diameter of Pipe (D): 8.00 Inches
 Test Pressure (P): 155 Psi
 Allowable Loss (L): 1.749 Gallons

Size #2 Length to be Tested (S): 0
 Nominal Diameter of Pipe (D): 0 Inches
 Test Pressure (P): 0 Psi
 Allowable Loss (L): 0.000 Gallons

Size #3 Length to be Tested (S): 0 Feet
 Nominal Diameter of Pipe (D): 0 Inches
 Test Pressure (P): 0 Psi
 Allowable Loss (L): 0.000 Gallons

Size #4 Length to be Tested (S): 0 Feet
 Nominal Diameter of Pipe (D): 0 Inches
 Test Pressure (P): 0 Psi
 Allowable Loss (L): 0.000 Gallons

Size #5 Length to be Tested (S): 0 Feet
 Nominal Diameter of Pipe (D): 0 Inches
 Test Pressure (P): 0 Psi
 Allowable Loss (L): 0.000 Gallons

Project: Ryals Morgan Phase 2

Test Start Time:	<u>13:45</u>	
Test End Time:	<u>15:45</u>	
Test Duration (T):	<u>2</u>	Hours
Total Allowable Loss:	<u>3.498</u>	Gallons

Starting Pressure: 155 psi Ending Pressure: 155 psi

Test Results (Pass/Fail): PASS

Pipeline Location: 8" domestic main looping from S H Morgan to north entrance of project.

Remarks: No loss in pressure. All in line valves verified open.
Blew the system off at the last hydrant near pump station.

Contractor Certification:
Bill Bois
Signature
Superintendent
Title

Engineer's Representative:
Matt Owens
Signature
Project Field Representative
Title

WORK ORDER #

SZIKOTCE



CHAIN OF CUSTODY RECORD

- 1460 W. McNab Road, Ft Laud, FL 33309
- 108 Airport Park Dr., Garden City, GA 31408
- 528 Gooch Rd., Fort Meade, FL 33841
- 610 Parrot Ave, N, Okeechobee, FL 34972
- 111 E. Easton Drive, Lakeland, FL 33803

COC# A 09404

Tel: (954) 978-6400
Tel: (912) 238-5050
Tel: (863) 285-8145
Tel: (863) 763-3336
Tel: (863) 686-4271

Fax: (954) 978-2233
Fax: (912) 234-4815
Fax: (863) 285-7030
Fax: (863) 763-1544

DUE DATE Requested

RUSH RESERVATION #

Rush Surcharges apply

Logged in LIMS by AK
Meets Acceptance Criteria: Y N

Doc. Ctrl: 0401120-003
Date: 10/19/2020 Rev. 3

Report to: Coastal Chlorinator Original-Return w/report Yellow-Lab File Copy Pink - Sampler Copy

Invoice to: " Purchase Order # Report to Address: Invoice to Address:

Project Name and/or Number: ME Lendon Enterprises Project Location: Pooler, GA

Project Contact: Brian Gunn Phone: Fax: Email:

Sampler Name: Brian Gunn Affiliation: Sampler Signature: Brian Gunn

ORDER # Lab Control Number	Sample ID	Date Sampled	Time Sampled	Matrix		Bottle & Pres. Combo Codes	Number of Containers Received & NELAC Letter Suffixes # A-?	Analysis Required				Field Tests						
				DW	SW			GW	WW	T	P	C	C	TEMP °C	H	COND	CHLOR	
1	Ryals Tract ph: 2	11/8	10:15	DW														
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
0																		

Special Comments: Signature Affiliation Date/Time

I waive TNI protocol" (emergency) (sign here) > 1 Relinquished by: Brian Gunn CCS 11/8 11:11

Deliverables: QA/QC Report Needed? Yes No (additional charge) 1 Received by: Wendy Pres 11/8/20 11:11

2 Relinquished by: 2 Received by:

3 Relinquished by:

3 Received by:

www.flenviro.com COC Page 1 of 1



Report To:

Page 2 of 3

Brian Gunn
 Coastal Chlorinator Service, Inc.
 2104 Skidaway Road
 Savannah GA, 31404

Work Order Number: S21K076
Report Print Date: 11/9/21 16:53
Chain of Custody Number: A09404

Project Name : Mclendon Enterprises
Location : Pooler, Ga
Analyzing Lab: Spectrum Laboratories

Lab ID: S21K076-01
Client Sample ID: Ryles Trac #2
Matrix: Water

Collection Date: 11/08/21 10:15
Received Date: 11/08/21 11:11
Collected By: Brian Gunn

Laboratory Analysis Report

Parameter	Result	DQC	Units	Dil	MDL	PQL	Method	Preparation Date	Analysis Date	Analyst
Coliform-Total (Presence-Absence)	Absent	U	Pres-Abs	1	1.00	1.00	SM9223B	11/08 15:00	11/09 15:27	CR

Client: Coastal Chlorinator Service, Inc.

Work Order: S21K076

Florida-Spectrum Environmental Services, Inc.
 1460 W. McNab Road,
 Fort Lauderdale, FL 33309

Spectrum Laboratories
 180 Airport Park Drive
 Garden City, GA 31401

Pembroke Laboratory
 528 Gooch Rd
 Fort Mead, FL 33841

Big Lake Laboratory
 610 Parrot Ave. N.
 Okeechobee, FL 34972

Lakeland Laboratories
 1910 Harden Blvd, Ste 101
 Lakeland, FL 33803

www.flenviro.com



Report To:

Brian Gunn
Coastal Chlorinator Service, Inc.
2104 Skidaway Road
Savannah GA, 31404

Work Order Number: S21K076
Report Print Date: 11/9/21 16:53
Chain of Custody Number: A09404

Project Name : Mclendon Enterprises
Location : Pooler, Ga
Analyzing Lab: Spectrum Laboratories

Notes and Definitions

Absent	Absent
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the detection limit
NR	Not Reported
dry	Sample results reported on a dry weight basis

Dil = Dilution Factor

DQC = Data Qualifier Code as defined by DEP 62-160.

MDL = Method Detection Limit: The minimum concentration that can be measured and reported with 99 percent confidence that the concentration is greater than zero, but the exact concentration cannot be reliably quantified.

PQL = Practical Quantitation Limit: the minimum concentration of an analyte (substance) that can be measured with a high degree of confidence that the analyte is present at or above that concentration.

Unless otherwise indicated, soil results are reported on actual (wet) weight basis.

Analyses that are not NELAP certified are designated with a "~".

The results relate only to the samples included in this report. Results reported herein conform to the most current, applicable TNI/NELAC standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

Christine M. Riddle

Laboratory Manager

NELAP Certification #E87671
Georgia EPD/DNR #833
Tel: 912.238.5050 Fax: 912.234.4815
E-mail: c.riddle@flenviro.com

Client: Coastal Chlorinator Service, Inc.

Work Order: S21K076

Florida-Spectrum Environmental Services, Inc.
1460 W. McNab Road,
Fort Lauderdale, FL 33309

Spectrum Laboratories
180 Airport Park Drive
Garden City, GA 31401

Pembroke Laboratory
528 Gooch Rd.
Fort Mead, FL 33841

Big Lake Laboratory
610 Parrot Ave. N
Okeechobee, FL 34972

Lakeland Laboratories
1910 Harden Blvd, Ste 101
Lakeland, FL 33803

www.flenviro.com

SAVANNAH | BRUNSWICK | CHARLESTON | MYRTLE BEACH | WILMINGTON

FIRE HYDRANT FLOW RESULTS

Project: Ryals Morgan Phase 2 **T&H Project No.:** 26640.0003
Location: Pooler, GA **Weather:** _____
Date of Visit: 3/29/22 **Conditions:** Dry Wet Dusty Rain
Contractor(s): McLendon Enterprises
Present on Site: Thomas and Hutton

<u>Hydrant Number</u>	<u>GPM</u>	<u>Static (psi)</u>	<u>Residual (psi)</u>
1	920	56	46
2	960	56	46
3	960	56	48
4	980	56	47

Reported By: Matt Owens Field Representative

This report is based solely on a visual observation of materials and completed work to determine if the work is preceding in general conformance with the information given in the contract documents and with the design intent. Comments made in this report or during observation do not relieve the contractor from compliance with the contract documents. Instructions given in this report do not constitute acceptance in a change of cost unless accepted separately in writing. This report does not relieve the contractor of his or her obligations under the construction contract or the law, particularly for the means and methods of construction and responsibility for jobsite safety.

**HYDROSTATIC LEAK TEST RECORD
 FOR BURIED WATER & WASTEWATER PRESSURE PIPING**

Date of Test: 10/13/2021
 Test Number: 1
 Retest (Yes/No): No

Project: Ryals Morgan Phase 2 Project #: J-26640.0003
 Contractor: McLendon Enterprises T&H Rep: Matt Owens
 Utility Co.: City of Pooler Witness: N/A

Pipeline Identification: 4" Force Main from pump station to tie in at south entrance to project.
 Location of Test: At pump station.
 Test from Station #: _____ To Station #: _____ Test Fluid: Water
 Test Specification: AWWA C-600

Allowable Leakage (L) Test Computation

Size #1 Length to be Tested (S): 937 Feet
 Nominal Diameter of Pipe (D): 4.00 Inches
 Test Pressure (P): 145 Psi
 Allowable Loss (L): 0.339 Gallons

Size #2 Length to be Tested (S): 0
 Nominal Diameter of Pipe (D): 0 Inches
 Test Pressure (P): 0 Psi
 Allowable Loss (L): 0.000 Gallons

Size #3 Length to be Tested (S): 0 Feet
 Nominal Diameter of Pipe (D): 0 Inches
 Test Pressure (P): 0 Psi
 Allowable Loss (L): 0.000 Gallons

Size #4 Length to be Tested (S): 0 Feet
 Nominal Diameter of Pipe (D): 0 Inches
 Test Pressure (P): 0 Psi
 Allowable Loss (L): 0.000 Gallons

Size #5 Length to be Tested (S): 0 Feet
 Nominal Diameter of Pipe (D): 0 Inches
 Test Pressure (P): 0 Psi
 Allowable Loss (L): 0.000 Gallons

Project: Ryals Morgan Phase 2

Test Start Time:	<u>13:35</u>
Test End Time:	<u>15:35</u>
Test Duration (T):	<u>2</u> Hours
Total Allowable Loss:	<u>0.678</u> Gallons

Starting Pressure: 145 psi Ending Pressure: 145 psi

Test Results (Pass/Fail): PASS

Pipeline Location: 4" force main looping from pump station to south entrance of project.

Remarks: No loss in pressure.

Contractor Certification:
Bill Bois
Signature
Superintendent
Title

Engineer's Representative:
Matt Owens
Signature
Project Field Representative
Title

Pump Station Drawdown

Project: **Ryals Morgan Tract Phase 2**

Date: **2/16/2022**

Pump Station # / location: **Ryals West**

Design: 100 GPM @ 28 TDH Pump Manufacturere Grunfos Model: SLV.30.A40.30.EX.4.6
 HP: 3 Impellor: 432 Voltage: 460 V Phase: 3

Wetwell diameter: 6 feet
 Discharge Pipe Diameter: 4 inches
 Inflow during drawdown: _____ gal/min
 Duration of drawdown: 60.00 seconds
 "B": 3.50 feet

Pump #: 1

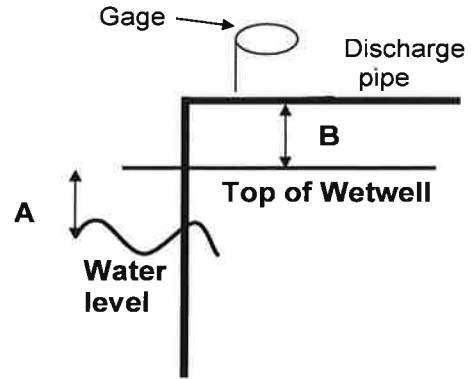
Wetwell static head (Av. "A") 18.90 feet
 Static Head, Gage: 0
 Gage reading: 2.00 psi
 "A" finish: 191.50 inches
 "A" start: 184.00 inches
 Drawdown: 0.63 feet

Drawdown rate(gal/min.): 132.18
 Inflow adjustment: _____ gal/min
132.18

Pump #: 2

Wetwell static head (Av. "A") 19.60 feet
 Static Head, Gage: 0
 Gage reading: 2.00 psi
 "A" finish: 200.00 inches
 "A" start: 193.00 inches
 Drawdown: 0.58 feet

Drawdown rate(gal/min.): 123.37
 Inflow adjustment: _____ gal/min
123.37



4.62 feet

Factors:

Gal/ft of ww = $[(3.14)d^2/4](7.48 \text{ gal/ft}^3)$
 Gal/ft in Wetwell: 211.49
 Feet of water = (Psi)(2.31)

Total Head: 27.02 feet of water

Pump Design

4.62 feet

Total Head: 27.72 feet of water

Field Representative Signature: _____

Matt Owens



DUN-RIGHT

Coatings & Infrastructure Rehab

March 15, 2022

McLendon Enterprises, Inc.

RE: Ryals & Morgan Tract – Savannah, GA

To whom it may concern:

The coating of the new wetwell and manhole (RW01) for the above referenced project was completed November 30, 2021 and the recommendations and requirements of Raven Lining Systems were followed and completed.

The structures were coated with the 405 Ultra High Build epoxy at 125 mils dry film thickness nominal. After the coating was dry to touch, a High Voltage Holiday 'Pin Hole' Test was conducted, per procedures as required by NACE inspection procedures RPO0188-88 and ASTM 04414. Pin holes detected were repaired per the recommendations and requirements of Raven Lining Systems.

We look forward to being of service to you again.

Sincerely,

Dun-Right Services, Inc.

1516 W. Palmetto St. FLORENCE, SC 29501
PHONE 843-317-1144 · FAX 843-317-1184
Email: dunright@dunrightservices.net
Website: www.dun-rightservices.com



PROOFROLLING OBSERVATION REPORT



Report Number: ES211083.0035
Service Date: 03/17/22
Report Date: 03/21/22
Task: Earthwork

2201 Rowland Ave
Savannah, GA 31404-4434
912-629-4000

Client

Pooler Parkway of GA LLC
LRP Hotels
Attn: Roger Patel
123 Canal St Suite 201
Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
Pooler Parkway
SH Morgan Parkway
Pooler, GA 31322
Project Number: ES211083

Service Requested By: Dwayne Sharpe
Earthwork Contractor: McLendon Enterprises
Observed Location(s): Roadway subgrade (see attached drawing)
Equipment Used: The above-referenced area was proofrolled with a fully-loaded dump truck. The equipment made several passes in a parallel pattern.
Subgrade Description: The subgrade was reviewed and consisted of light brown medium-fine sand .
Elevation: Final Sub-Grade
Summary: Based on our observations, the subgrade soils appeared firm and stable except at locations marked in RED in attached drawing where the soils appeared to wet during the application of compactive efforts. Refer to the comments section for further information.
Additional Comments: Contractor agreed to allow wet/unstable soils to dry. Terracon will reevaluate location for stability upon request.

Services:

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

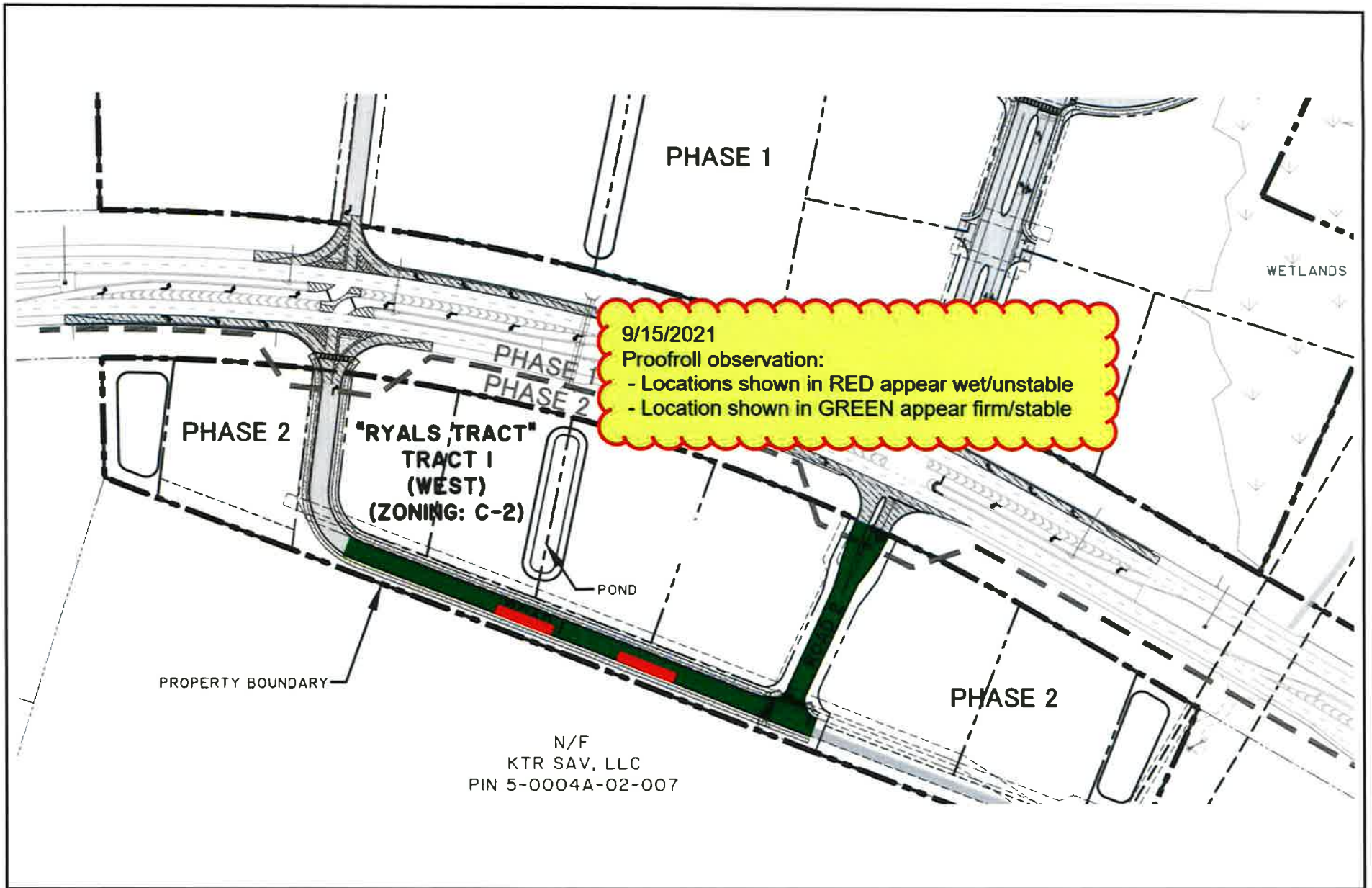
Report Distribution:


- (1) Pooler Parkway of GA LLC, Roger Patel
- (1) McLendon Enterprises, Inc., Dwayne Sharpe
- (1) McLendon Enterprises, Inc., Kenneth Allen
- (1) Pooler Parkway of GA LLC, Love Patel
- (1) SVN | GASC, Adam Bryant, CCIM
- (1) SVN International Corp, Wendy Flint
- (1) Thomas & Hutton Engineering Co, Kelth Strong
- (1) Thomas & Hutton Engineering Co, Matt Owens

Reviewed By:

I. Scott Lewis
Principal / Materials Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



Ryals Morgan Tract, Phase II	Site Plan:	G1.2	
	Report Number:	ES211083.0035	
Pooler Parkway	Technician:	Omar Pinder	2201 Rowland Ave
SH Morgan Parkway	Date:	03/17/22	Savannah, GA 31404-4434
Pooler, GA 31322	Scale:	Not to Scale	912-629-4000

PROOFROLLING OBSERVATION REPORT



Report Number: ES211083.0036
Service Date: 03/17/22
Report Date: 03/21/22
Task: Earthwork

2201 Rowland Ave
Savannah, GA 31404-4434
912-629-4000

Client

Pooler Parkway of GA LLC
LRP Hotels
Attn: Roger Patel
123 Canal St Suite 201
Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
Pooler Parkway
SH Morgan Parkway
Pooler, GA 31322
Project Number: ES211083

Service Requested By: Dwayne Sharpe
Earthwork Contractor: McLendon Enterprises
Observed Location(s): Roadway subgrade (see attached drawing)
Equipment Used: The above-referenced area was proofrolled with a fully-loaded dump truck. The equipment made several passes in a parallel pattern.
Subgrade Description: The subgrade was reviewed and consisted of Light brown medium-fine sand.
Elevation: Final Sub-Grade
Summary: Based on our observations, the subgrade soils in the above-referenced locations (shown in **RED** in attached drawing) appeared unstable and wet during the application of compactive efforts. Refer to the comments section for further information.
Additional Comments: Contractor agreed to undercut wet/unstable subgrade 12 in. and backfill with drier suitable soils. A Terracon Consultants technician should be present on site during undercut to make an assessment of underlying subgrade conditions and to advise contractor as needed.

Services:

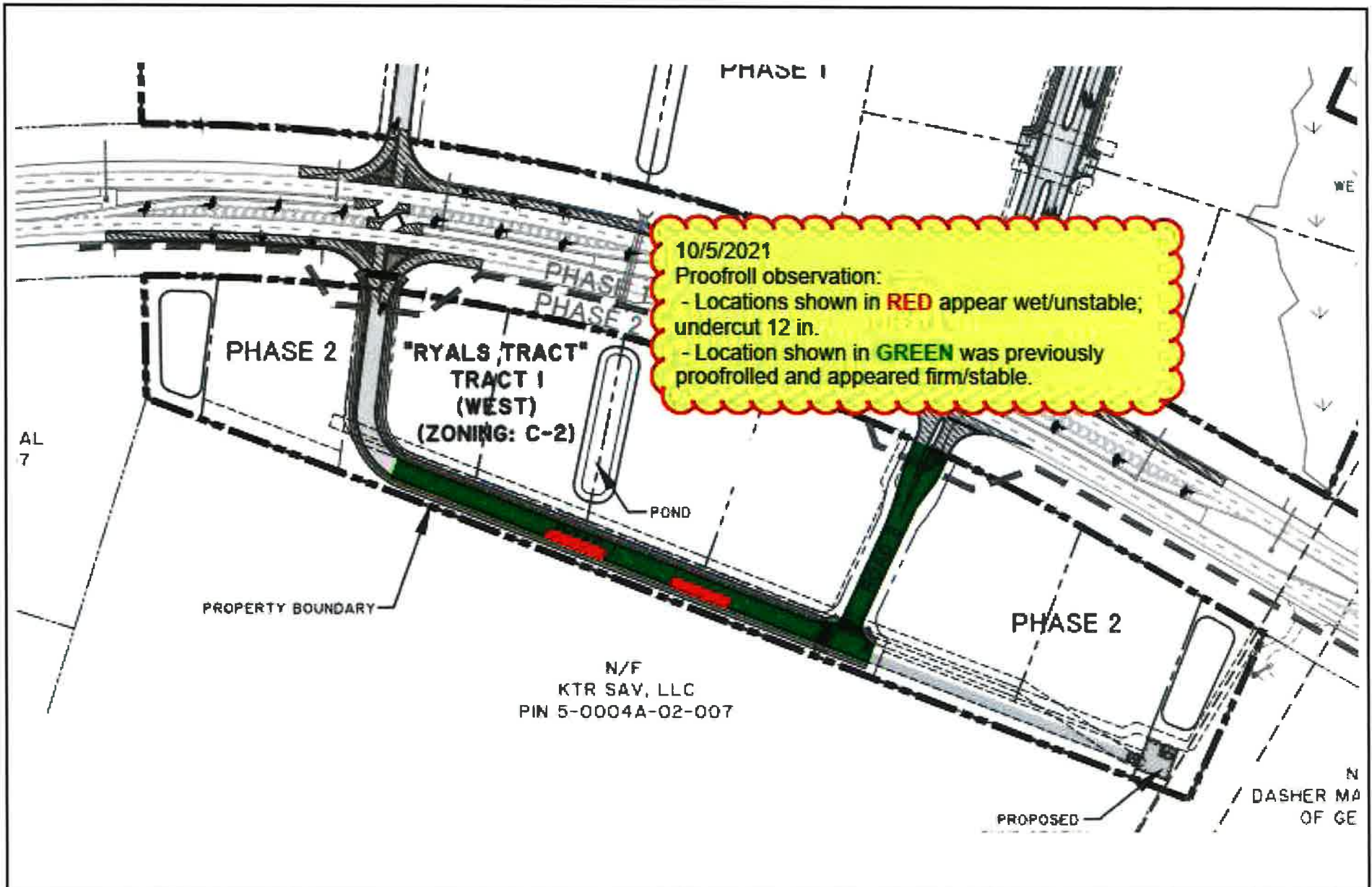
Terracon Rep.: Omar Pinder
Reported To: Dwayne Sharpe
Contractor: McLendon Enterprises


- Report Distribution:**
- (1) Pooler Parkway of GA LLC, Roger Patel
 - (1) McLendon Enterprises, Inc., Dwayne Sharpe
 - (1) McLendon Enterprises, Inc., Kenneth Allen
 - (1) Pooler Parkway of GA LLC, Love Patel
 - (1) SVN | GASC, Adam Bryant, CCIM
 - (1) SVN International Corp, Wendy Flint
 - (1) Thomas & Hutton Engineering Co, Keith Strong
 - (1) Thomas & Hutton Engineering Co, Matt Owens

Reviewed By:

I. Scott Lewis
Principal / Materials Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



Ryals Morgan Tract, Phase II	Site Plan:	G1.2	
	Report Number:	ES211083.0036	
Pooler Parkway	Technician:	Omar Pinder	2201 Rowland Ave
SH Morgan Parkway	Date:	03/17/22	Savannah, GA 31404-4434
Pooler, GA 31322	Scale:	Not to Scale	912-629-4000

EARTHWORK OBSERVATION REPORT



Report Number: ES211083.0037
Service Date: 03/17/22
Report Date: 03/21/22
Task: Earthwork

2201 Rowland Ave
Savannah, GA 31404-4434
912-629-4000

Client

Pooler Parkway of GA LLC
LRP Hotels
Attn: Roger Patel
123 Canal St Suite 201
Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
Pooler Parkway
SH Morgan Parkway
Pooler, GA 31322
Project Number: ES211083

Services Requested By: Dwayne Sharpe
Earthwork Contractor: McLendon Enterprises
Observed Location(s): Roadway subgrade (see attached drawing/image)
Subgrade Review: Prior to the placement of fill the subgrade was reviewed and consisted of light brown medium-fine sand. The subgrade was observed to be firm and stable.
Fill Type Placed: Structural Fill
Fill Description: Light brown medium-fine sand
Source of Fill: Imported
Fill Placement: Compactive efforts were applied with a vibratory smooth-drum roller.
Additional Comments: Contractor performed 12 in. undercut and backfill of wet/unstable subgrade locations. Locations were compacted and proofrolled. Locations appeared firm/stable during proofroll observation.

Services:

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

Report Distribution:

(1) Pooler Parkway of GA LLC, Roger Patel

(1) McLendon Enterprises, Inc., Dwayne Sharpe

(1) McLendon Enterprises, Inc., Kenneth Allen

(1) Pooler Parkway of GA LLC, Love Patel

(1) SVN | GASC, Adam Bryant, CCIM

(1) SVN International Corp, Wendy Flint

(1) Thomas & Hutton Engineering Co, Keith Strong

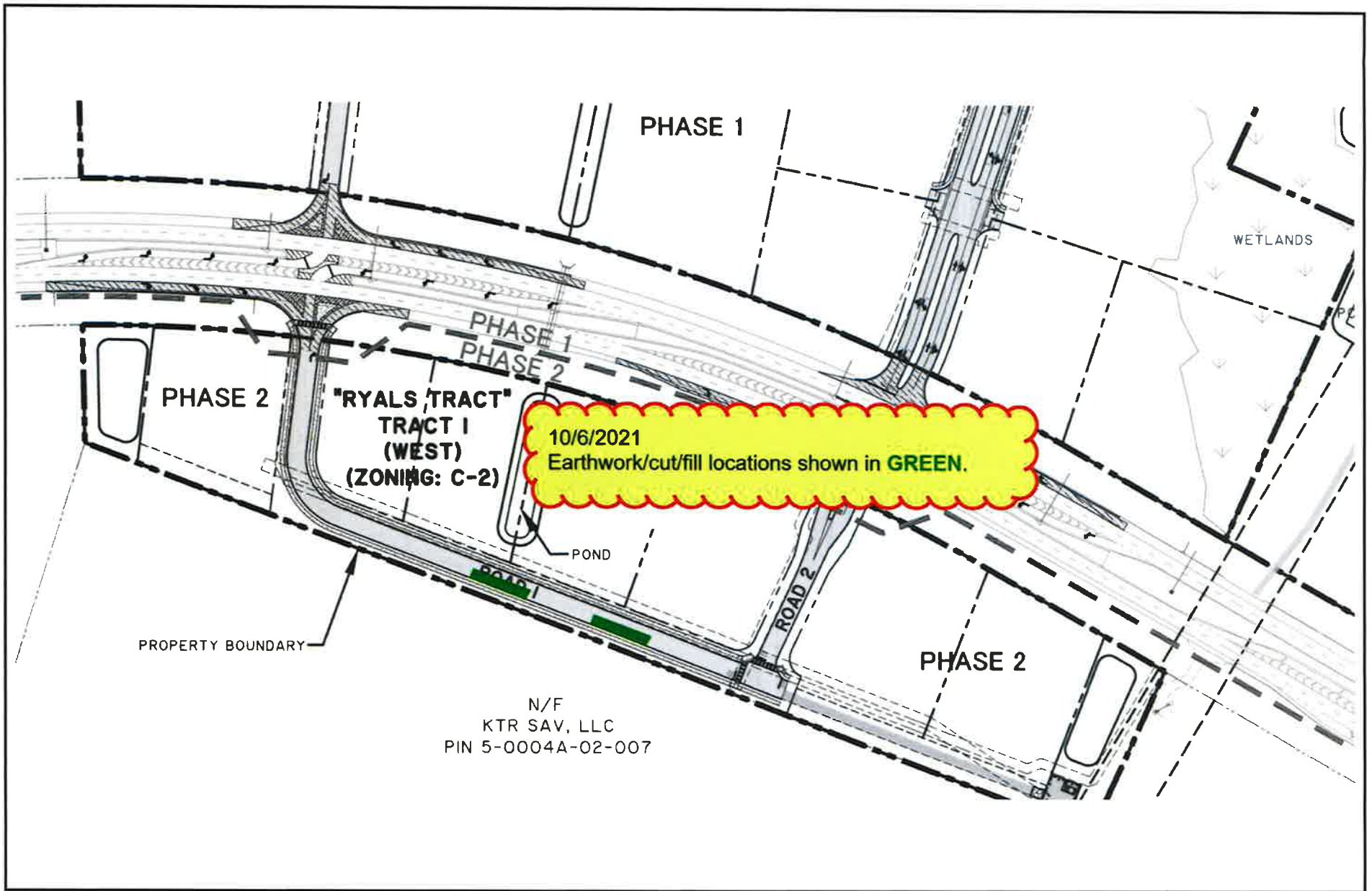
(1) Thomas & Hutton Engineering Co, Matt Owens


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Reviewed By:


I. Scott Lewis

Principal / Materials Manager



Ryals Morgan Tract, Phase II	Site Plan:	G1.2	
	Report Number:	ES211083.0037	
Pooler Parkway	Technician:	Omar Pinder	2201 Rowland Ave
SH Morgan Parkway	Date:	03/17/22	Savannah, GA 31404-4434
Pooler, GA 31322	Scale:	Not to Scale	912-629-4000



Ryals Morgan Tract, Phase II	Site Plan:	
	Report Number: ES211083.0037	
Pooler Parkway	Technician: Omar Pinder	2201 Rowland Ave
SH Morgan Parkway	Date: 03/17/22	Savannah, GA 31404-4434
Pooler, GA 31322	Scale: Not to Scale	912-629-4000

PROOFROLLING OBSERVATION REPORT



Report Number: ES211083.0038
Service Date: 03/21/22
Report Date: 03/21/22
Task: Earthwork

2201 Rowland Ave
Savannah, GA 31404-4434
912-629-4000

Client

Pooler Parkway of GA LLC
LRP Hotels
Attn: Roger Patel
123 Canal St Suite 201
Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
Pooler Parkway
SH Morgan Parkway
Pooler, GA 31322
Project Number: ES211083

Service Requested By: Dwayne Sharpe
Earthwork Contractor: McLendon Enterprises
Observed Location(s): Roadway subgrade (see attached drawing)
Equipment Used: The above-referenced area was proofrolled with a fully-loaded dump truck. The equipment made several passes in a parallel pattern.
Subgrade Description: The subgrade was reviewed and consisted of Light brown medium-fine sand.
Elevation: Final Sub-Grade
Summary: Based on our observations, the subgrade soils appeared firm and stable except at locations shown in RED in attached drawing where the soils appeared too wet during the application of compactive efforts.
Additional Comments: Contractor performed 12 in. undercut of wet/unstable locations and backfilled with drier suitable/approved soils.

Services:

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

Report Distribution:

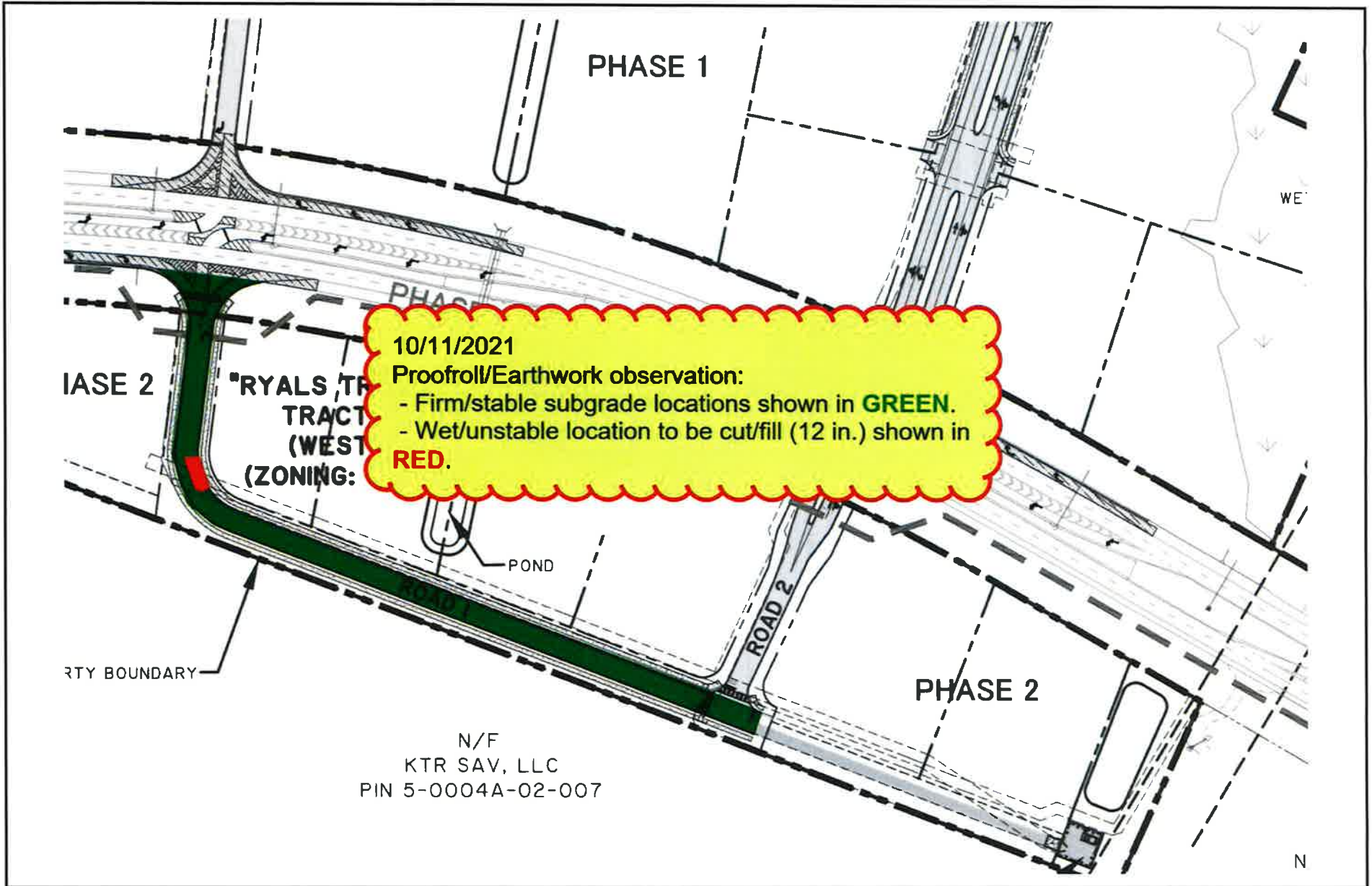
- (1) Pooler Parkway of GA LLC, Roger Patel
- (1) McLendon Enterprises, Inc., Dwayne Sharpe
- (1) McLendon Enterprises, Inc., Kenneth Allen
- (1) Pooler Parkway of GA LLC, Love Patel
- (1) SVN | GASC, Adam Bryant, CCIM
- (1) SVN International Corp, Wendy Flint
- (1) Thomas & Hutton Engineering Co, Keith Strong
- (1) Thomas & Hutton Engineering Co, Matt Owens


Reviewed By: _____

I. Scott Lewis

Principal / Materials Manager

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Ryals Morgan Tract, Phase II	Site Plan:	 2201 Rowland Ave Savannah, GA 31404-4434 912-629-4000
	Report Number: ES211083.0038	
Pooler Parkway	Technician: Omar Pinder	
SH Morgan Parkway	Date: 03/21/22	
Pooler, GA 31322	Scale: Not to Scale	



(Enter caption.)



(Enter caption.)

Pooler Parkway of GA LLC	Project Number: ES211083	 2201 Rowland Ave Savannah, GA 31404-4434 912-629-4000
LRP Hotels	Report Number: ES211083.0038	
Attn: Roger Patel	Technician: Omar Pinder	
123 Canal St Suite 201	Date: 03/21/22	
Pooler, GA 31322	Scale: Not to Scale	

FIELD DENSITY TEST REPORT



Report Number: ES211083.0039
 Service Date: 03/21/22
 Report Date: 03/21/22
 Task: Earthwork

2201 Rowland Ave
 Savannah, GA 31404-4434
 912-629-4000

Client

Pooler Parkway of GA LLC
 LRP Hotels
 Attn: Roger Patel
 123 Canal St Suite 201
 Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
 Pooler Parkway
 SH Morgan Parkway
 Pooler, GA 31322
 Project Number: ES211083

Material Information

Mat. No.	Proctor Ref. No.	Classification and Description	Laboratory Test Method	Lab Test Data		Project Requirements	
				Optimum Water Content (%)	Max. Lab Density (pcf)	Water Content (%)	Compaction (%)
1	ES211083.0001	Brown Medium-Fine SAND with Silt	ASTM D1557	12.1	108.0		Min 95

Field Test Data

Test No.	Test Location	Lift / Elev.	Mat. No.	Probe Depth (in)	Wet Density (pcf)	Water Content (pcf)	Water Content (%)	Dry Density (pcf)	Percent Compaction (%)
Roadway subgrade (see attached drawing)									
1		FSG	1	8	118.8	14.0	13.4	104.8	97
2			1	8	118.0	14.5	14.0	103.5	96
3			1	8	119.8	14.8	14.1	105.0	97
4			1	8	118.5	14.3	13.7	104.2	96
5			1	8	116.2	13.3	12.9	102.9	95
6			1	8	119.4	14.3	13.6	105.1	97
7			1	8	116.0	12.6	12.2	103.4	96
8			1	8	118.5	13.8	13.2	104.7	97
9			1	8	117.7	13.7	13.2	104.0	96
10			1	8	117.8	14.3	13.8	103.5	96

Datum:

S/N: 76337

Make: Troxler

Model: 3440P

Std. Cnt. M: 652 Std. Cnt. D: 2505

Last Cal. Date: 02/10/2022

Comments: Test and/or retest results on this report meet project requirements as noted above.

Services: Perform in-place density and moisture content tests to determine degree of compaction and material moisture condition.

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

Report Distribution:

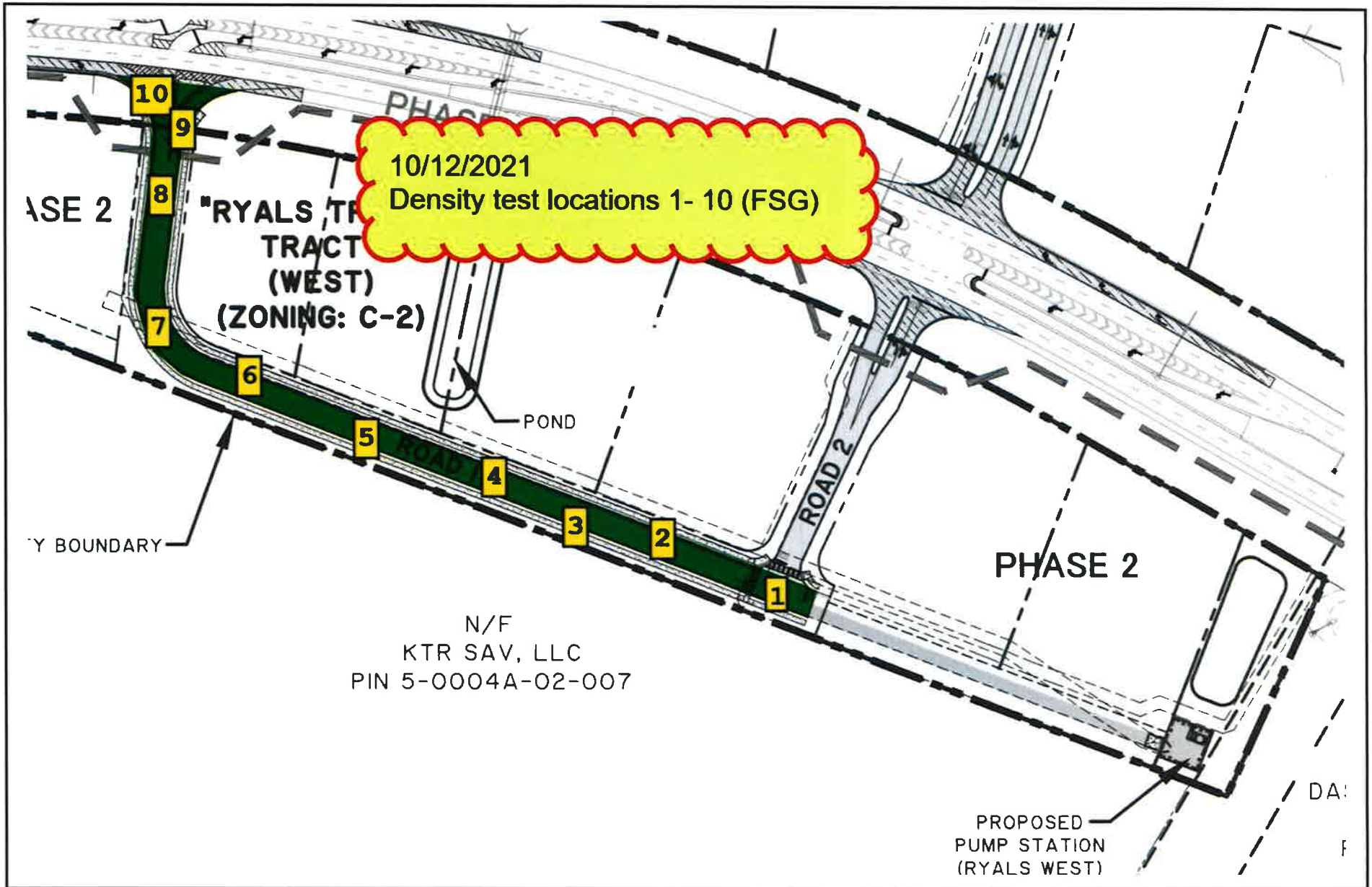
(1) Pooler Parkway of GA LLC, Roger Patel (1) McLendon Enterprises, Inc., Dwayne Sharpe
 (1) McLendon Enterprises, Inc., Kenneth Allen (1) Pooler Parkway of GA LLC, Love Patel
 (1) SVN | GASC, Adam Bryant, CCIM (1) SVN International Corp, Wendy Flint
 (1) Thomas & Hutton Engineering Co, Keith Strong (1) Thomas & Hutton Engineering Co, Matt Owens


Reviewed By:

I. Scott Lewis
 Principal / Materials Manager

Test Methods: ASTM D6938

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



Ryals Morgan Tract, Phase II	Site Plan:	G1.2	
	Report Number:	ES211083.0039	
Pooler Parkway	Technician:	Omar Pinder	2201 Rowland Ave
SH Morgan Parkway	Date:	03/21/22	Savannah, GA 31404-4434
Pooler, GA 31322	Scale:	Not to Scale	912-629-4000

PROOFROLLING OBSERVATION REPORT



Report Number: ES211083.0040
Service Date: 03/21/22
Report Date: 03/21/22
Task: Earthwork

2201 Rowland Ave
Savannah, GA 31404-4434
912-629-4000

Client

Pooler Parkway of GA LLC
LRP Hotels
Attn: Roger Patel
123 Canal St Suite 201
Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
Pooler Parkway
SH Morgan Parkway
Pooler, GA 31322
Project Number: ES211083

Service Requested By: Dwayne Sharpe
Earthwork Contractor: McLendon Enterprises
Observed Location(s): Roadway subgrade (see attached drawing)
Equipment Used: The above-referenced area was proofrolled with a fully-loaded water truck. The equipment made several passes in a parallel pattern.
Subgrade Description: The subgrade was reviewed and consisted of Brown medium-fine sand.
Elevation: Final Sub-Grade
Summary: Based on our observations, the subgrade soils appeared firm and stable during the application of compactive efforts.
Additional Comments: Location shown in **RED** in attached drawing appeared wet/unstable during proofroll observation. Contractor agreed to undercut location 12-18 in. as needed and backfill with drier suitable and approved soils. A follow-up proofroll of the location was performed. Location appeared firm/stable.

Services:

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

Report Distribution:

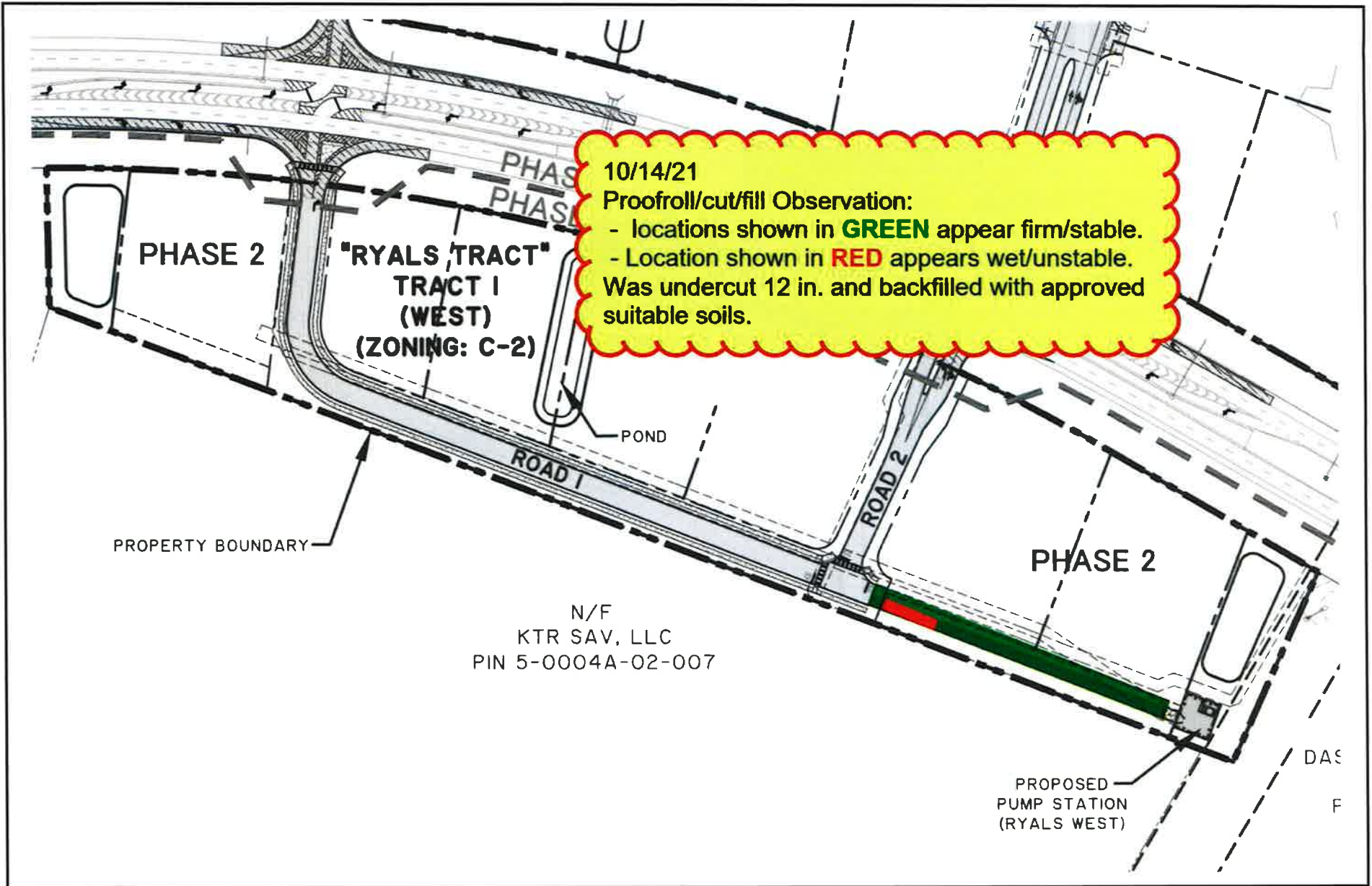
- (1) Pooler Parkway of GA LLC, Roger Patel
- (1) McLendon Enterprises, Inc., Dwayne Sharpe
- (1) McLendon Enterprises, Inc., Kenneth Allen
- (1) Pooler Parkway of GA LLC, Love Patel
- (1) SVN | GASC, Adam Bryant, CCIM
- (1) SVN International Corp, Wendy Flint
- (1) Thomas & Hutton Engineering Co, Keith Strong
- (1) Thomas & Hutton Engineering Co, Matt Owens


Reviewed By: _____

I. Scott Lewis

Principal / Materials Manager

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Ryals Morgan Tract, Phase II	Site Plan:	G1.2	
	Report Number:	ES211083.0040	
Pooler Parkway	Technician:	Omar Pinder	2201 Rowland Ave
SH Morgan Parkway	Date:	03/21/22	Savannah, GA 31404-4434
Pooler, GA 31322	Scale:	Not to Scale	912-629-4000

FIELD DENSITY TEST REPORT



Report Number: ES211083.0041
 Service Date: 03/21/22
 Report Date: 03/21/22
 Task: Earthwork

2201 Rowland Ave
 Savannah, GA 31404-4434
 912-629-4000

Client

Pooler Parkway of GA LLC
 LRP Hotels
 Attn: Roger Patel
 123 Canal St Suite 201
 Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
 Pooler Parkway
 SH Morgan Parkway
 Pooler, GA 31322
 Project Number: ES211083

Material Information

Mat. No.	Proctor Ref. No.	Classification and Description	Laboratory Test Method	Lab Test Data		Project Requirements	
				Optimum Water Content (%)	Max. Lab Density (pcf)	Water Content (%)	Compaction (%)
1	ES211083.0001	Brown Medium-Fine SAND with Silt	ASTM D1557	12.1	108.0		Min 95

Field Test Data

Test No.	Test Location	Lift / Elev.	Mat. No.	Probe Depth (in)	Wet Density (pcf)	Water Content (pcf)	Water Content (%)	Dry Density (pcf)	Percent Compaction (%)
Roadway subgrade (see attached drawing)									
1		FSG	1	8	115.7	11.3	10.8	104.4	97
2			1	8	113.9	10.3	9.9	103.6	96
3			1	8	114.8	10.7	10.3	104.1	96
4			1	8	115.0	11.1	10.7	103.9	96

Datum:

Std. Cnt. M: 655 Std. Cnt. D: 2503

S/N: 76337

Make: Troxler

Model: 3440P

Last Cal. Date: 02/10/2022

Comments: Test and/or retest results on this report meet project requirements as noted above.

Services: Perform in-place density and moisture content tests to determine degree of compaction and material moisture condition.

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

Report Distribution:

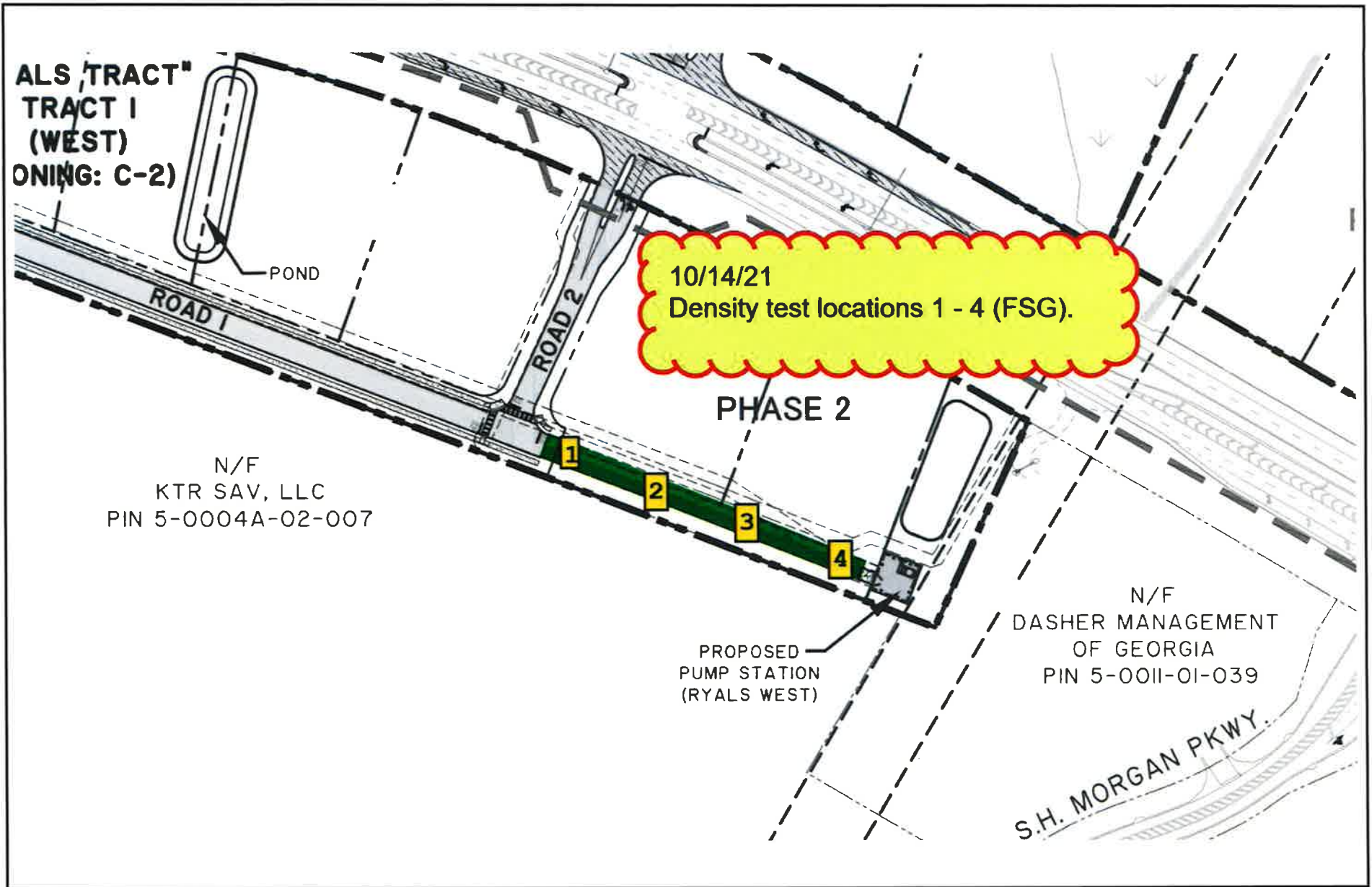
- | | |
|--|--|
| (1) Pooler Parkway of GA LLC, Roger Patel | (1) McLendon Enterprises, Inc., Dwayne Sharpe |
| (1) McLendon Enterprises, Inc., Kenneth Allen | (1) Pooler Parkway of GA LLC, Love Patel |
| (1) SVN GASC, Adam Bryant, CCIM | (1) SVN International Corp, Wendy Flint |
| (1) Thomas & Hutton Engineering Co, Keith Strong | (1) Thomas & Hutton Engineering Co, Matt Owens |


Reviewed By:

I. Scott Lewis
 Principal / Materials Manager

Test Methods: ASTM D6938

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



Ryals Morgan Tract, Phase II	Site Plan: G1.2	 2201 Rowland Ave Savannah, GA 31404-4434 912-629-4000
	Report Number: ES211083.0041	
Pooler Parkway	Technician: Omar Pinder	
SH Morgan Parkway	Date: 03/21/22	
Pooler, GA 31322	Scale: Not to Scale	

PROOFROLLING OBSERVATION REPORT



Report Number: ES211083.0042
Service Date: 03/21/22
Report Date: 03/21/22
Task: Earthwork

2201 Rowland Ave
Savannah, GA 31404-4434
912-629-4000

Client

Pooler Parkway of GA LLC
LRP Hotels
Attn: Roger Patel
123 Canal St Suite 201
Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
Pooler Parkway
SH Morgan Parkway
Pooler, GA 31322
Project Number: ES211083

Service Requested By: Dwayne Sharpe
Earthwork Contractor: McLendon Enterprises
Observed Location(s): Roadway base (see attached drawing)
Equipment Used: The above-referenced area was proofrolled with a fully-loaded water truck. The equipment made several passes in a parallel pattern.
Subgrade Description: The subgrade was reviewed and consisted of GAB (Granite).
Elevation: Final Sub-Grade
Summary: Based on our observations, the subgrade soils appeared firm and stable during the application of compactive efforts.

Services:

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

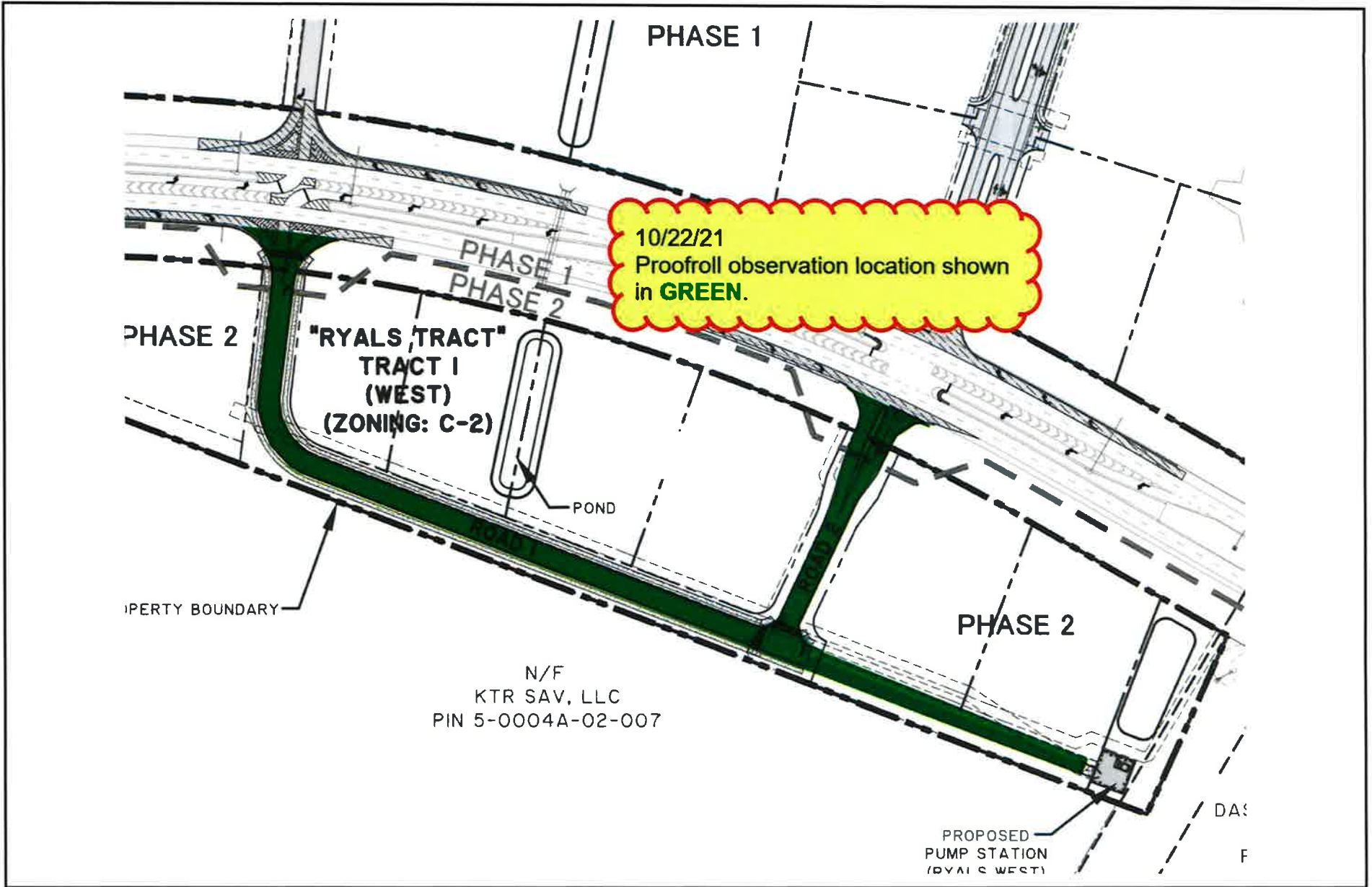
Report Distribution:


- (1) Pooler Parkway of GA LLC, Roger Patel
- (1) McLendon Enterprises, Inc., Dwayne Sharpe
- (1) McLendon Enterprises, Inc., Kenneth Allen
- (1) Pooler Parkway of GA LLC, Love Patel
- (1) SVN | GASC, Adam Bryant, CCIM
- (1) SVN International Corp, Wendy Flint
- (1) Thomas & Hutton Engineering Co, Keith Strong
- (1) Thomas & Hutton Engineering Co, Matt Owens

Reviewed By:

I. Scott Lewis
Principal / Materials Manager

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Ryals Morgan Tract, Phase II	Site Plan:	
	Report Number: ES211083.0042	
Pooler Parkway	Technician: Omar Pinder	2201 Rowland Ave
SH Morgan Parkway	Date: 03/21/22	Savannah, GA 31404-4434
Pooler, GA 31322	Scale: Not to Scale	912-629-4000

FIELD DENSITY TEST REPORT

Report Number: ES211083.0043
 Service Date: 03/21/22
 Report Date: 03/21/22
 Task: Earthwork



2201 Rowland Ave
 Savannah, GA 31404-4434
 912-629-4000

Client

Pooler Parkway of GA LLC
 LRP Hotels
 Attn: Roger Patel
 123 Canal St Suite 201
 Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
 Pooler Parkway
 SH Morgan Parkway
 Pooler, GA 31322
 Project Number: ES211083

Material Information

Mat. No.	Proctor Ref. No.	Classification and Description	Laboratory Test Method	Lab Test Data		Project Requirements	
				Optimum Water Content (%)	Max. Lab Density (pcf)	Water Content (%)	Compaction (%)
1	ES211083.0001	Brown Medium-Fine SAND with Silt	ASTM D1557	12.1	108.0		Min 95

Field Test Data

Test No.	Test Location	Lift / Elev.	Mat. No.	Probe Depth (in)	Wet Density (pcf)	Water Content (pcf)	Water Content (%)	Dry Density (pcf)	Percent Compaction (%)
Roadway base (see attached drawing)									
1		GAB	1	8	114.3	11.4	11.1	102.9	95
2			1	8	116.2	12.9	12.5	103.3	96
3			1	8	115.9	12.9	12.5	103.0	95
4			1	8	117.5	13.2	12.7	104.3	97
5			1	8	118.7	12.7	12.0	106.0	98
6			1	8	118.2	12.7	12.0	105.5	98
7			1	8	116.2	12.0	11.5	104.2	96
8			1	8	115.5	11.6	11.2	103.9	96
9			1	8	119.2	13.1	12.3	106.1	98
10			1	8	118.9	14.3	13.7	104.6	97
11			1	8	118.4	14.4	13.8	104.0	96
12			1	8	118.6	13.4	12.7	105.2	97

Datum:

S/N: 76337

Make: Troxler

Model: 3440P

Std. Cnt. M:655 Std. Cnt. D: 2504

Last Cal. Date: 02/10/2022

Comments: Test and/or retest results on this report meet project requirements as noted above.

Services: Perform in-place density and moisture content tests to determine degree of compaction and material moisture condition.

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

Report Distribution:

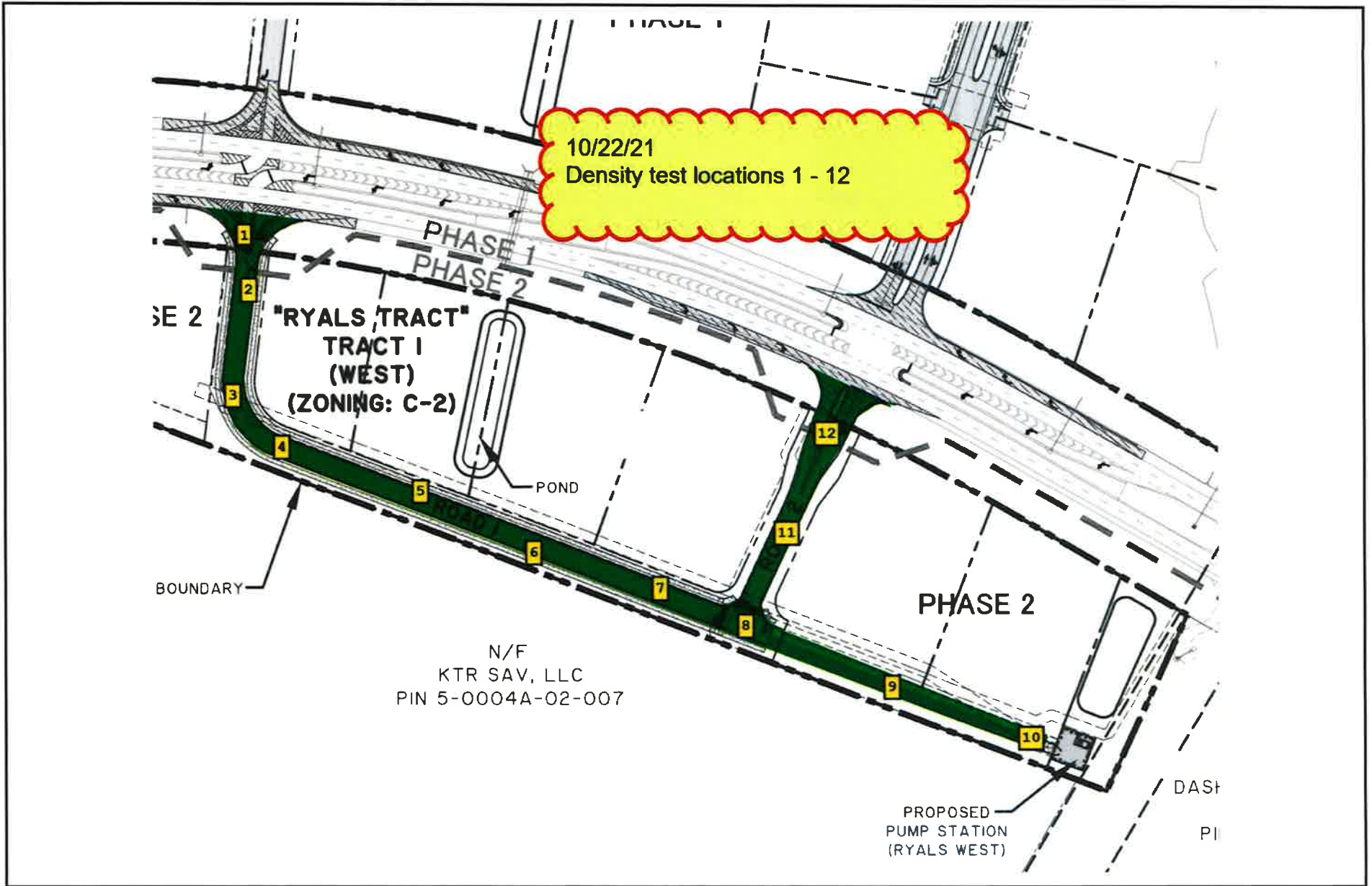
- (1) Pooler Parkway of GA LLC, Roger Patel
- (1) McLendon Enterprises, Inc., Dwayne Sharpe
- (1) McLendon Enterprises, Inc., Kenneth Allen
- (1) Pooler Parkway of GA LLC, Love Patel
- (1) SVN | GASC, Adam Bryant, CCIM
- (1) SVN International Corp, Wendy Flint
- (1) Thomas & Hutton Engineering Co, Keith Strong
- (1) Thomas & Hutton Engineering Co, Matt Owens


Reviewed By:

I. Scott Lewis
 Principal / Materials Manager

Test Methods: ASTM D6938

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



Ryals Morgan Tract, Phase II	Site Plan:	
	Report Number: ES211083.0043	
Pooler Parkway	Technician: Omar Pinder	2201 Rowland Ave
SH Morgan Parkway	Date: 03/21/22	Savannah, GA 31404-4434
Pooler, GA 31322	Scale: Not to Scale	912-629-4000

HMAC FIELD DENSITY TEST REPORT

Report Number: ES211083.0044
 Service Date: 03/21/22
 Report Date: 03/21/22
 Task: Earthwork



2201 Rowland Ave
 Savannah, GA 31404-4434
 912-629-4000

Client

Pooler Parkway of GA LLC
 LRP Hotels
 Attn: Roger Patel
 123 Canal St Suite 201
 Pooler, GA 31322

Project

Ryals Morgan Tract, Phase II
 Pooler Parkway
 SH Morgan Parkway
 Pooler, GA 31322
 Project Number: ES211083

Material Information

Mat. No.	Reference Number	Classification and Description	Laboratory Test Method	Lab Test Data	Project Requirements		
				Reference Density (pcf)	Min. Thickness (in)	Min. Comp. (%)	Max. Comp. (%)
1	1	19 mm	ASTM D2950	157.2		92	98

Field Test Data

Test No.	Test Location	Pave. Lift	Mat. No.	Nuclear Density (pcf)	Core Data		Correction Factor (pcf)	Corrected Density (pcf)	Comp. (%)
					Core Length (in)	Core Density (pcf)			
Roadway asphalt binder (see attached drawing)									
1		binder	1	146.9					93
2			1	146.7					93
3			1	147.2					94
4			1	150.0					95
5			1	146.9					93
6			1	146.3					93
7			1	151.2					96
8			1	149.7					95
9			1	147.1					94
10			1	151.1					96
11			1	147.6					94
12			1	147.7					94

Datum:

S/N: 76337

Make: Troxler

Model: 3440P

Std. Cnt. M:665 Std. Cnt. D: 2488

Last Cal. Date: 02/10/2022

Comments: Test and/or retest results on this report meet project requirements as noted above.

Services:

Terracon Rep.: Omar Pinder

Reported To: Dwayne Sharpe

Contractor: McLendon Enterprises

Report Distribution:

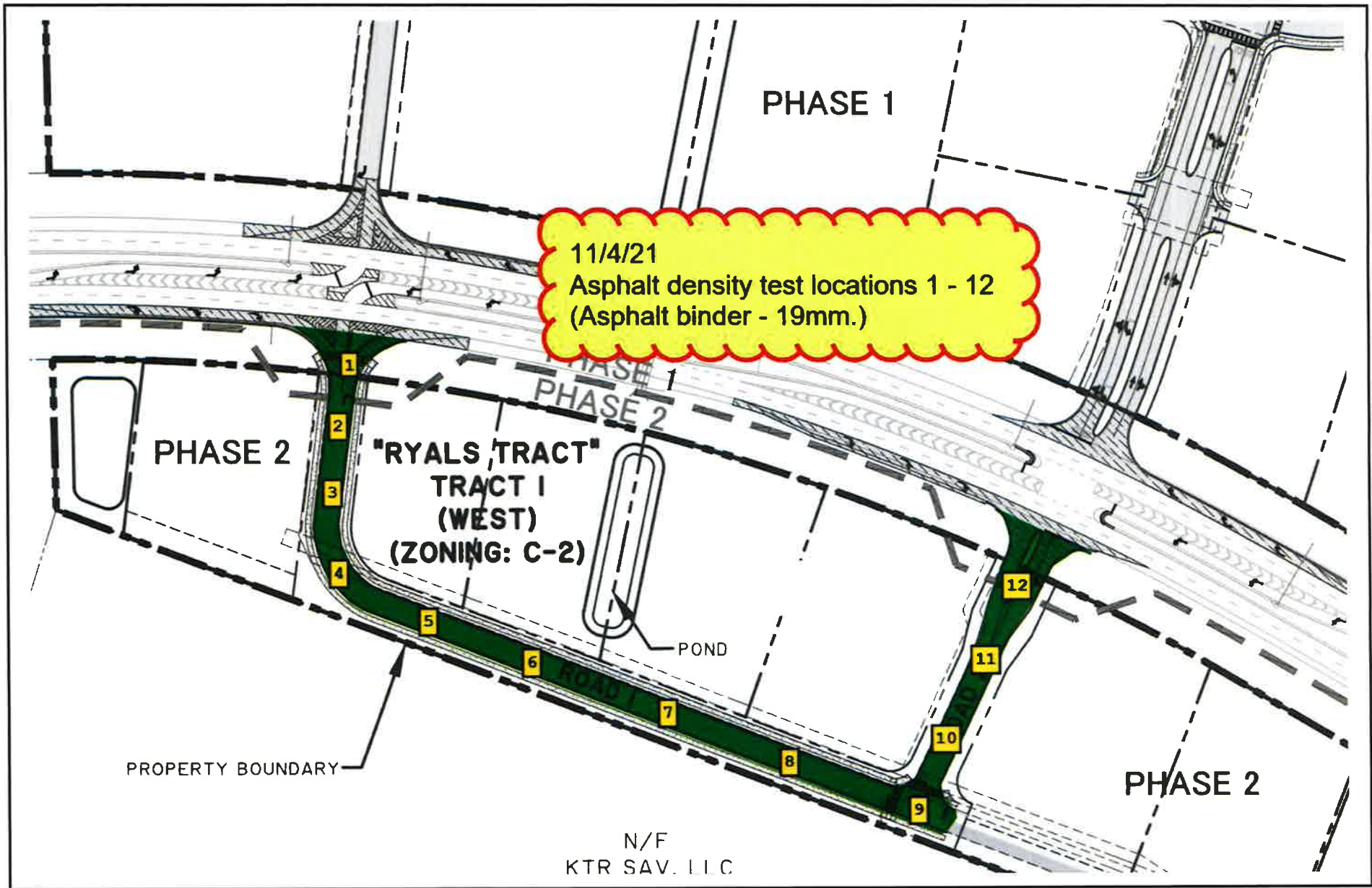
(1) Pooler Parkway of GA LLC, Roger Patel
 (1) McLendon Enterprises, Inc., Kenneth Allen
 (1) SVN | GASC, Adam Bryant, CCIM
 (1) Thomas & Hutton Engineering Co, Keith Strong
 (1) McLendon Enterprises, Inc., Dwayne Sharpe
 (1) Pooler Parkway of GA LLC, Love Patel
 (1) SVN International Corp, Wendy Flint
 (1) Thomas & Hutton Engineering Co, Matt Owens


Reviewed By:

I. Scott Lewis
 Principal / Materials Manager

Test Methods: ASTM D2950

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



Ryals Morgan Tract, Phase II	Site Plan:	 2201 Rowland Ave Savannah, GA 31404-4434 912-629-4000
Pooler Parkway	Report Number: ES211083.0044	
SH Morgan Parkway	Technician: Omar Pinder	
Pooler, GA 31322	Date: 03/21/22	
	Scale: Not to Scale	

PROOF ROLL REPORT

Project: Ryals Morgan Phase 2 **T&H Project No.:** 26640.0003
Location: Pooler, GA **Weather:** Cloudy 85 degrees
Date of Visit: 09/15/21 **Conditions:** Dry Wet Dusty Rain
Contractor(s): McLendon Enterprises
Present on Site: McLendon Enterprises and Terracon

The following was observed:

Equipment used: Fully loaded tandem axle dump truck

A proof roll was performed on the section between both entrances to Phase 2 where pavement is to be placed. Based on our observation the subgrade material appeared stable except in two areas that were wet. Terracon recommended allowing the soils to dry and reevaluating.

Reported By: Matt Owens Field Representative

This report is based solely on a visual observation of materials and completed work to determine if the work is preceding in general conformance with the information given in the contract documents and with the design intent. Comments made in this report or during observation do not relieve the contractor from compliance with the contract documents. Instructions given in this report do not constitute acceptance in a change of cost unless accepted separately in writing. This report does not relieve the contractor of his or her obligations under the construction contract or the law, particularly for the means and methods of construction and responsibility for jobsite safety.

PROOF ROLL REPORT

Project:	Ryals Morgan Phase 2	T&H Project No.:	26640.0003
Location:	Pooler, GA	Weather:	P Cloudy 80 degrees
Date of Visit:	10/11/21	Conditions:	<input type="checkbox"/> Dry <input type="checkbox"/> Wet <input type="checkbox"/> Dusty <input checked="" type="checkbox"/> Rain
Contractor(s):	McLendon Enterprises		
Present on Site:	McLendon Enterprises Pooler and Terracon		

The following was observed:

Equipment used: Fully loaded tandem axle dump truck

A proof roll was performed on Road 1 in Phase 2 where pavement is to be placed. Based on our observation the subgrade material appeared stable except in one area that was wet on the inside curve. Contactor to cut 12" and replace with dry material.

Reported By: Matt Owens Field Representative

This report is based solely on a visual observation of materials and completed work to determine if the work is preceding in general conformance with the information given in the contract documents and with the design intent. Comments made in this report or during observation do not relieve the contractor from compliance with the contract documents. Instructions given in this report do not constitute acceptance in a change of cost unless accepted separately in writing. This report does not relieve the contractor of his or her obligations under the construction contract or the law, particularly for the means and methods of construction and responsibility for jobsite safety.

PROOF ROLL REPORT

Project: Ryals Morgan Phase 2 **T&H Project No.:** 26640.0003
Location: Pooler, GA **Weather:** P Cloudy 80 degrees
Date of Visit: 10/14/21 **Conditions:** Dry Wet Dusty Rain
Contractor(s): McLendon Enterprises
Present on Site: McLendon Enterprises Pooler and Terracon

The following was observed:

Equipment used: Fully loaded tandem axle dump truck

A proof roll was performed on Road 1 in Phase 2 from the end of pavement to the pump station. Based on our observation the subgrade material appeared stable except in one area that was wet near the intersection of Road 2. Contactor to cut 12" and replace with dry material.

Reported By: Matt Owens Field Representative

This report is based solely on a visual observation of materials and completed work to determine if the work is preceding in general conformance with the information given in the contract documents and with the design intent. Comments made in this report or during observation do not relieve the contractor from compliance with the contract documents. Instructions given in this report do not constitute acceptance in a change of cost unless accepted separately in writing. This report does not relieve the contractor of his or her obligations under the construction contract or the law, particularly for the means and methods of construction and responsibility for jobsite safety.

PROOF ROLL REPORT

Project: Ryals Morgan Phase 2 **T&H Project No.:** 26640.0003
Location: Pooler, GA **Weather:** P Cloudy 85 degrees
Date of Visit: 10/22/21 **Conditions:** Dry Wet Dusty Rain
Contractor(s): McLendon Enterprises
Present on Site: McLendon Enterprises Pooler and Terracon

The following was observed:

Equipment used: Fully loaded tandem axle dump truck

A proof roll was performed on Road 1 and Road 2 in Phase 2. Based on our observation the subgrade material appeared firm and stable during the application of compactive efforts.

Reported By: Matt Owens Field Representative

This report is based solely on a visual observation of materials and completed work to determine if the work is preceding in general conformance with the information given in the contract documents and with the design intent. Comments made in this report or during observation do not relieve the contractor from compliance with the contract documents. Instructions given in this report do not constitute acceptance in a change of cost unless accepted separately in writing. This report does not relieve the contractor of his or her obligations under the construction contract or the law, particularly for the means and methods of construction and responsibility for jobsite safety.

Bond No.: GM221844

Principal Amount: \$214,306.76

MAINTENANCE AND WARRANTY BOND

Project: Ryals / Morgan Tract (Clear Lake Reserve) Phase 2--JOB NO.: J-26640.0003

City of Pooler Permit No.: (if applicable) _____

Project Location: Ryal/Morgan Tract (Clear Lake Reserve) Phase 2

KNOW ALL MEN BY THESE PRESENTS:

That Pooler Parkway of GA, LLC, registered business address of Clear Lake Way, Pooler, GA 31322; as Principal, hereinafter called "CONTRACTOR," and Great Midwest Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 800 Gessner Rd., Suite 600, Houston, TX 77024, a Surety insurer, chartered and existing under the laws of the State of Texas, and authorized to do business in the State of Georgia, are held and firmly bound unto the City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the sum of Two Hundred Fourteen Thousand, Three Hundred Six and 76/100 Dollars (\$ 214,306.76) lawful money of the United States of America, for the payment of which sum truly to be made to Obligee, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as:

Ryals / Morgan Tract (Clear Lake Reserve) Phase 2--JOB NO.: J-26640.0003

in accordance with the General Conditions, Drawings, Specifications, Plans, etc. on file for the Project defined above and herein. Contractor constructed the improvements in accordance with all applicable Ordinances of the City of Pooler, in addition to any other applicable local, state, or federal code, regulation, guideline, conditions, etc.

NOW THEREFORE for a period of 24 months, commencing on the date of acceptance of this Bond by Obligee:

1. The Contractor shall promptly and faithfully protect Obligee against any defects in the Project resulting from faulty materials, workmanship, design, or any other cause (excluding acts of nature);
2. In the event defects are found and identified, Obligee shall promptly notify Contractor in writing, stating the defect or defects to be remedied;
3. The Contractor shall initiate repairs within thirty (30) days of notice from Obligee and completes repairs within a reasonable time;
4. Upon completion of repairing the defect(s), Contractor shall submit a written request for a final inspection of the repairs to Obligee;

5. Contractor shall pay all costs and expenses incurred for, or incidental to, compliance with the requirements of this Bond, the Code of Ordinances for the City of Pooler, and any other applicable local, state, or federal code, regulation, guideline, conditions, etc.;

6. Should Contractor fail to begin work within thirty (30) days of written notice from Oblige, Oblige shall then notify Surety in writing of the defect(s) who may, within thirty (30) days from the date of notice from Oblige,

- a. elect to take action as it deems necessary to insure performance of the Contractor's obligations herein, or
- b. submit a written request to Oblige seeking to repair the defect(s) as if it were Contractor in accordance with the terms and obligations herein, such request may be approved by Oblige in its discretion;

7. If repairs of any defect(s) are not commenced after expiration of the thirty (30) day period afforded to Surety in accordance with paragraph 6 above, Oblige may elect to repair the defect(s), and Contractor and Surety, jointly and severally, shall pay all expenses and costs of any kind incurred by Oblige, together with any damages direct or consequential Oblige may sustain as a result of the defect(s) or the failure to timely repair the defect(s); and

8. Oblige shall have the right to contract for repair of any defect(s) not timely repaired, with any repairs being awarded in accordance with all applicable local, state, and federal laws. Contractor and Surety, jointly and severally, shall become immediately liable to Oblige for any amount owed under such contract.

This Bond shall automatically renew unless released by Oblige in accordance with the Code of Ordinances for the City of Pooler, at which time the rights and obligations created herein shall be void. Otherwise, it remains in full force and effect.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Oblige.

Subject to any right or reservation set forth herein, Surety shall assume and perform any and all obligations of the Contractor upon the Contractor's failure or refusal to fulfill its obligations under this Bond.

IT IS FURTHER understood that should Oblige be required to institute legal proceedings in order to collect any funds under this Bond, venue shall be exclusively in the Superior Court of Chatham County, Georgia, and Contractor shall be responsible for any and all attorney's fees and court costs incurred by Oblige, together with interest from the date of default, at the rate permitted by The Official Code of Georgia, Title 7, Chapter 12, Article 1, Section 12 (O.C.G.A. § 7-4-12) or any amendments thereto.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:

GM221844, this 13th day of March, 2023.

(SEAL)

CONTRACTOR Pooler Parkway of GA, LLC

ATTEST:

[Signature]

[Signature]

WITNESS AS TO CONTRACTOR

CONTRACTOR - Signature

[Signature]

Dipaben R. Patel

WITNESS AS TO CONTRACTOR

(Print Name)

By: Member

Title

(SEAL)

COMPANY NAME

ATTEST:

[Signature]

Great Midwest Insurance Company

WITNESS AS TO SURETY

SURETY (Print Company Name)

[Signature]

800 Gessner Rd., Suite 600, Houston, TX 77024

WITNESS AS TO SURETY

Business Address

By: *[Signature]*

Authorized Signature

Jeremy J. Crawford, Attorney-In-Fact

(Print Name)

OR

(SEAL)

SURETY'S AGENT

ATTEST:

WITNESS AS TO AGENT

By: As Attorney in Fact (Attached Power)

WITNESS AS TO AGENT

(Print Name)

Agent's License Number

Agent's Name

II.

That Appendix B, Section 706 of the Code of Ordinances of the City of Pooler be created as follows:

Section 706. – Maintenance Bond.

- (a) Upon completion of construction and prior to the issuance of any certificate of occupancy for any project which a performance bond or other acceptable security has been posted in accordance with Section 703.03 of this Article, the developer shall provide, on a form acceptable by the city, a maintenance bond, escrow account, certified check, or irrevocable letter of credit from a bank which has a business office within the State of Georgia, in the amount of 50 percent of the total cost of all infrastructure improvements and maintenance and landscape requirements.
- (b) If a bond is offered, it shall be executed by a surety or guaranty company qualified to transact business in the State of Georgia and acceptable to the city. In no event shall the depositor of the irrevocable letter of credit or bond have any significant interest in the bank upon which such irrevocable letter of credit has been authorized or in the surety or guaranty company issuing the bond. Significant interest of the depositor means acting as an officer or director or owning more than one (percent of the stock of such bank, surety or guaranty company.)
- (c) Measured from the initial date the required security is approved by the city, if no faults or failures develop within twelve months, the city may reduce the required security amount by 50 percent. At the end of the second twelve months, the developer shall request an inspection, and if no faults or failures have developed, the city may release the bond or escrow upon approval by the aldermanic board.
- (d) The bond or escrow shall remain in force until released by the aldermanic board and shall not automatically expire at the end of 12 months. Bond and escrow forms are available from the office of the city clerk.

III.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

IV.

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Amanda M. Quigley, Andrea J. Michael Haight, Bradford J. Quiri, Ethan M. Baker, Jeremy J. Crawford, Michael D. Williams, Michael E. Konzen, Sydney R. Epema, Victoria L. Spohnholtz, William V. Gerber

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

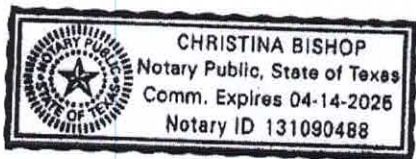


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of March, 2023



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Bond No.: GM221845

Principal Amount: \$55,972.50

SIDEWALK PERFORMANCE BOND

Project: Ryals / Morgan Tract (Clear Lake Reserve) Phase 2--JOB NO.: J-26640.0003
City of Pooler Permit No.: (if applicable) _____
Project Location: Ryal/Morgan Tract (Clear Lake Reserve) Phase 2

KNOW ALL MEN BY THESE PRESENTS:

That Pooler Parkway of GA, LLC, registered business address of Clear Lake Way, Pooler, GA 31322; as Principal, hereinafter called "PRINCIPAL," and Great Midwest Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 800 Gessner Rd., Suite 600, Houston, TX 77024, a Surety insurer, chartered and existing under the laws of the State of Texas, and authorized to do business in the State of Georgia, are held and firmly bound unto City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the penal sum of Fifty Five Thousand, Nine Hundred Seventy Two and 50/100 dollars and 00/100 Dollars (\$ 55,972.50), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following improvements: Ryals / Morgan Tract (Clear Lake Reserve) Phase 2--JOB NO.: J-26640.0003. Said improvements require the installation of sidewalks, which shall be constructed within eighteen (18) months of the first date the subdivision plat for the described improvements is recorded with the Office of the Clerk for the Superior Court of Chatham County, Georgia, and in accordance with all applicable federal, state, and local rules, regulations, laws, etc. including without limitation the Code of Ordinances for the City of Pooler, Georgia.

NOW THEREFORE, until this obligations hereunder cease as outlined herein:

1. This bond shall not automatically expire, but in the sole discretion of Obligee, if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect.
2. The Surety, upon receipt of written notice from the Obligee indicating any non-performance or default by Principal, will complete the improvements or pay to the Obligee such amount up to the Principal Amount of this bond which will allow the Obligee to complete the improvements.
3. In the event any non-performance or default is not cured within ten (10) days following the date of the written notice being received by Surety, Obligee may proceed to have the work completed. Upon completion, Obligee shall present a written statement of costs to Surety for any work completed pursuant to the terms herein. The Surety shall provide payment in full of the amount

shown on the statement of costs to Obligee within three (3) business days of receipt of the statement of costs, up to the Principal Amount of this bond. The Surety shall pay all costs and expenses, including reasonable attorney fees incurred by Obligee in enforcing the terms of this bond.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Obligee.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:

GM221845, this 13th day of March, 2023.

(SEAL)
ATTEST:

[Signature]
WITNESS AS TO CONTRACTOR

[Signature]
WITNESS AS TO CONTRACTOR

CONTRACTOR Pooler Parkway of GA, LLC

[Signature]
CONTRACTOR - Signature

Dipaben R. Patel
(Print Name)

By: Member
Title

COMPANY NAME

Great Midwest Insurance Company
SURETY (Print Company Name)

800 Gessner Rd., Suite 600, Houston, TX 77024
Business Address

By: *[Signature]*
Authorized Signature

Jeremy J. Crawford, Attorney-In-Fact
(Print Name)

OR

SURETY'S AGENT

(SEAL)
ATTEST:

WITNESS AS TO AGENT

WITNESS AS TO AGENT

By: As Attorney in Fact (Attached Power)

(Print Name)

Agent's License Number

Agent's Name

STATE OF GEORGIA)

COUNTY OF CHATHAM)

AN ORDINANCE TO AMEND CHAPTER 74, ARTICLE II, SECTION 136 OF THE CODE OF ORDINANCES FOR THE CITY OF POOLER, GEORGIA; TO REPEAL CONFLICTING ORDINANCES, TO SET AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE MAYOR AND COUNCILMEMBERS OF THE CITY OF POOLER, GEORGIA, do hereby ordain as follows:

I.

That the Code of Ordinances of the City of Pooler be amended by deleting Section 74-136 in its entirety and replaced with the following:

Section 74-136. – Sidewalks; Bond.

Sidewalks shall be required as stated in the subdivision regulations and placed when street improvements are made, or:

- (1) Sidewalks shall be placed as lot improvements are constructed.
- (2) Sidewalks shall be placed in the right-of-way as approved by the city.
- (3) Undeveloped lots shall require sidewalks in place within 18 months after the subdivision plat map is recorded.
- (4) A sidewalk performance bond on a form approved by the city, or escrow account shall be provided by the developer at the time a final plat is submitted. If a bond is offered, it shall be executed by a surety or guaranty company qualified to transact business in the State of Georgia and acceptable to the city.
- (5) The bond or escrow account shall be in the amount of 150 percent of the estimated total construction costs for all sidewalks within a development subject to the requirements of this Article.
- (6) Upon completion of construction the city may reduce the required bond or escrow account amount to 50 percent of the total construction costs. If no faults or failures develop at the end of six months, the city may reduce the bond or escrow account amount to 25 percent of the total construction costs. At the end of the second six months following completion of construction, the developer shall

request an inspection, and if no faults or failures have developed, the city may release the bond or escrow upon approval by the aldermanic board.

- (7) The bond or escrow shall remain in force until released by the aldermanic board and shall not automatically expire at the end of 12 months. Bond and escrow forms are available from the office of the city clerk.

II.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

III.

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

IV.

This amendment shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this _____ day of _____, 2017

Michael F. Lamb, Mayor

ATTEST:

Maribeth Lindler, Clerk of Council

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Amanda M. Quigley, Andrea J. Michael Haight, Bradford J. Quiri, Ethan M. Baker, Jeremy J. Crawford, Michael D. Williams, Michael E. Konzen, Sydney R. Epema, Victoria L. Spohnholtz, William V. Gerber

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

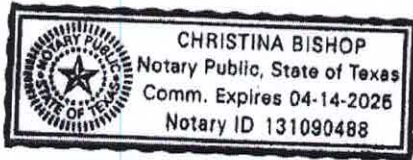


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of March, 2023.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Amendment No. 1 to the
Contract for Roadside Mowing Services 2023
Executed March 1, 2023
between
City of Pooler
and
The McGraley Company, LLC**

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this ____ day of _____, 2023 by and between The City of Pooler with offices at US Hwy 80, Pooler GA 31322 and **The McGraley Company, LLC** with offices at **955 Indigo Road, Springfield, GA 31329**

WHEREAS, THE City and The McGraley Company, LLC entered into a Contract dated March 1st 2023 for Roadside Mowing Services 2023 (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Fee: Additional services to perform Mowing services for the City of Pooler Parks and Recreation in the amount of \$314,220.96. Monthly billing of \$26,185.08. The services will consist of the following:
Recreation Complex 10.32 acres
Pooler Park (Rogers Street) 13.57 acres
Joe Baker Park 1.34 acres
Gleason Park .63 acres
Memorial Park 4.97 acres
Senior/Community Center 5 acres
2. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

City of Pooler

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-GA-0458**

Grantee Name: City of Pooler

Grantee Address: 100 SW Highway 80 Pooler Pooler, GA 31322

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-GA-0458

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Pooler (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-GA-0459**

Grantee Name: City of Pooler

Grantee Address: 100 SW Highway 80 Pooler Pooler, GA 31322

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-GA-0459

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Pooler (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 – Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-GA-0460**

Grantee Name: City of Pooler

Grantee Address: 100 SW US HW 80 Pooler, GA 31322

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-GA-0460

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Pooler (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-GA-0461**

Grantee Name: City of Pooler

Grantee Address: 100 SW Highway 80 Pooler Pooler, GA 31322

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-GA-0461

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Pooler (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Background:

- Mr. Gilliard, the licensee, has routinely paid taxes collected on the sale of distilled spirits late.
- For the calendar years ending December 31, 2021 and 2022, Mr. Gilliard has timely paid taxes for three of the twenty-four months, or 12.5% of the time.
- In May 2022 Mr. Gilliard was summoned to court and ordered to pay all delinquent taxes at that time.
- Mr. Gilliard's routine and frequent late payment of taxes appears to be willful.

Current Noncompliance:

Mr. Gilliard has not paid mixed drink excise taxes collected in November and December 2022, and has not filed the required returns for the same period resulting in noncompliance with Chapter 6, Article II, Section 6-35(a) and 6-35(b) of the City Ordinances.

Available Actions to Remedy Noncompliance:

1. Sec. 6-29.2.(a)(1) allows city council the right to deny, suspend or cancel any license under Chapter 6 – Alcoholic Beverages if any applicant for a license or any licensee under this chapter willfully fails to comply with any provisions of this chapter.

Or

2. At minimum, staff would recommend probation with the following conditions:
 - a) All currently delinquent taxes are paid by the close of business on March 31, 2023,
 - b) Payment of currently delinquent taxes and future taxes are to be paid in person and not through the city's drop box,
 - c) In addition to the return required in Sec. 6-35(b), the licensee is required to include a report that sets forth the price charged for each sale and the date of sale as provided in Sec. 6-32.(e), and
 - d) The first occurrence of noncompliance of any provision of Chapter 6 – Alcoholic Beverages or the probation conditions will result in the immediate revocation of the licensee's alcoholic beverage license.

Relevant Sections from Chapter 6 – Alcoholic Beverages of the City Ordinances

Sec. 6-32. - Administration generally.

- (a) The city manager or his authorized representative shall administer and enforce the provisions of this article for the levy and collection of the tax imposed hereby.
- (b) The city manager shall have the authority to make and publish reasonable rules and regulations not inconsistent with this article or other laws of the city and the State of Georgia, or the Constitution of this state or the United States for administration and enforcement of the provisions of this article and the collection of taxes hereunder.
- (c) Every licensee for the sale of distilled spirits by the drink in the city shall keep such records, receipts, invoices and other pertinent papers in such form as the city manager may require.
- (d) The city manager or designee may examine the books, papers, records, financial reports, equipment and other facilities of any licensee liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid.
- (e) In administration of the provisions of this article, the city manager may require the filing of reports by any person having in such person's possession or custody information relating to the sales of distilled spirits which are subject to the tax. The reports shall be filed with the city manager's office when required and shall set forth the price charged for each sale, the date of sale and such other information as the city manager may require.

Sec. 6-33. – Imposed; rate.

There is hereby imposed and levied upon every sale of distilled spirits purchased by the drink in the city a tax in the amount of three percent of the purchase price of the drink.

Sec. 6-34. - Collection due by licensee.

Every licensee or his agent is hereby authorized and directed to collect the tax imposed by this article from the purchasers of distilled spirits by the drink sold within his licensed premises.

Sec. 6-35. - Payment; returns, collection fees; penalties and interest for late payments.

- (a) All amounts of such taxes shall be due and payable monthly to the city manager's office of the City of Pooler on or before the 20th day of the next succeeding respective monthly period.
- (b) The remittance of the taxes collected should be on a return which shall include gross receipts from the sale of distilled spirits by the drink, amount of tax collected or due for the related period, and such information as may be required by the city manager.



Mayor
Rebecca Benton

Council Members
Stevie Wall
Shannon Black
Karen Williams
Aaron Higgins
John Wilcher
Tom Hutcherson

City of Pooler Police Department

Code Enforcement Division

100 SW US Highway 80, Pooler, GA 31322
(912) 330-8693
code@pooler-ga.gov

City Manager
Robert H. Byrd Jr

City Attorney
Steve Scheer

Chief of Police
Ashley Brown

February 28, 2023

Mr. Maurice Gilliard
Savannah Chocolate Bar
1 N Godley Station Boulevard, Suite B-100
Pooler, Georgia 31322

Dear Mr. Gilliard,

This letter is to notify you pursuant to Chapter 6, Article II, Sections 6-29(a) and 6-29.2 (a) and (b) that the Pooler City Council will conduct a disciplinary hearing on Monday, March 20, 2023 on the second floor of City Hall at 100 SW US Highway 80, Pooler, Georgia beginning at 6:00pm during the regular City Council meeting. The disciplinary hearing will be for the Savannah Chocolate Bar, a licensed business in the City of Pooler, which you own, control, or have an interest in.

Sec. 6-29. - Disciplinary hearings.

- (a) Each license issued pursuant to this article is granted as a mere privilege and not a right. *Upon violation of any provision of this chapter* or of any law or regulation of the state relating to alcoholic beverages, malt beverages and wine, the council, at a regular or special called meeting, after reasonable written notice of the pending violations to the licensee and after the licensee has been afforded an opportunity to be heard as to the proposed grounds for revocation, may revoke or suspend the license, or in lieu of revocation or suspension may impose conditions or probation upon continued operations under the license. When a license is revoked or suspended, no portion of the license fee shall be refundable.

Sec. 6-29.2. - Revocation of license.

- (a) (1) In addition to any criminal penalty that may be imposed by section 6-28, the city council shall have the right to deny, suspend or cancel any license under this chapter if:
- a. The license application is not filed in good faith or is filed by some person as a subterfuge for any other person.
 - b. *Any applicant for a license or any licensee under this chapter willfully fails to comply with any provisions of this chapter.*
 - c. Any person to whom a license has been issued under this chapter is no longer engaged in the dealing of alcoholic beverages or no longer qualifies as a licensee under this chapter.

(2) Before any denial, suspension or cancellation of a license granted under this chapter, the applicant or licensee shall be afforded notice and a hearing as follows:

- a. The notice shall be served personally or by certified mail, not less than 20 days before the hearing. The notice shall include a:
 1. Statement of the time, place and nature of the hearing;
 2. Statement of the legal authority under which the hearing is to be held;
 3. Reference to the sections of ordinances and statutes involved;
 4. Short and plain statement of the matters asserted;
 5. Statement as to the right of any party to representation by legal counsel at the hearing; the right of any party to present evidence on all issues; and the right of any party to subpoena witnesses and documentary evidence.

(b) At the hearing, all parties may be represented by legal counsel, and may respond to and present evidence on all issues involved. The city council, as the hearing agency, shall have the right to exercise the powers provided in O.C.G.A. § 50-13-13, and to promulgate such other rules for the orderly disposition of the hearing as it deems appropriate.

The disciplinary hearing will address willful noncompliance of Chapter 6, Article II, Section 6-35(a) and 6-35(b) of the City Ordinances which read as follows:

Sec. 6-35. - Payment; returns, collection fees; penalties and interest for late payments.

- (a) All amounts of such *taxes shall be due and payable monthly* to the city manager's office of the City of Pooler *on or before the 20th day of the next succeeding respective monthly period.*
- (b) *The remittance of the taxes collected should be on a return* which shall include gross receipts from the sale of distilled spirits by the drink, amount of tax collected or due for the related period, and such information as may be required by the city manager.

The Savannah Chocolate Bar has not paid mixed drink excise taxes collected in November and December 2022, and has not filed the required returns reporting no mixed drink excise taxes were collected during the same period.

The Savannah Chocolate Bar may be represented by legal counsel and may respond to and present evidence on all issues involved.

Respectfully,

Chris Lightle
Chief Finance Officer
City of Pooler, Georgia

Savannah Chocolate Bar Payment History

2020	Month	Date due	Date paid	Days late	Date Email Sent	Notes	Late fees
Alcoholic Beverage Application	Apr		1-Apr			Applied for Alcohol license-Mayor and Council approved.	
Occupational Tax Certificate Application	Dec		10-Dec			Applied for Occupational Tax Certificate-Mayor and Council approved.	
Liquor by the Drink Excise Taxes	Dec	20-Jan	23-Mar	63 days		First month open- Dec 2020.	
2021	Month	Date due	Date paid	Days late	Date Email Sent	Notes	Late fees
Liquor by the Drink Excise Taxes	Jan	20-Feb	23-Mar	31 days			
Liquor by the Drink Excise Taxes	Feb	20-Mar	23-Mar	3 days	21-Mar	Email sent reminding customer that liquor by the drink excise taxes are due each month that the business is open in Pooler- Customer then paid Dec, Jan and Feb together.	\$ 308.30
Alcoholic Beverage renewal	March	31-Mar	27-Jul	118 days		Paid alcohol license renewal 4 months past due date.	\$ 68.62
Occupational Tax Certificate renewal	March	31-Mar	27-Jul	118 days		Paid occupational tax certificate renewal 4 months past due date.	\$ 78.30
Liquor by the Drink Excise Taxes	March	20-Apr	20-Apr	Paid on time			
Liquor by the Drink Excise Taxes	April	20-May	22-Jul	63 days	21-Jul	Email sent about April taxes due-response was-"I'm unsure how the payment was missed. I apologize for the delay in response." Paid on July 22, 63 days late.	\$ 145.09
Liquor by the Drink Excise Taxes	May	20-Jun	22-Jun	2 days			\$ 150.42
Liquor by the Drink Excise Taxes	June	20-Jul	22-Jul	2 days		Paid April and June together (missed paying April).	
Live Entertainment Permit	July	22-Jul	22-Jul			Applied for live entertainment permit after several notifications that business must have a permit for the live entertainment at the Chocolate Bar.	
Liquor by the Drink Excise Taxes	July	20-Aug	9-Dec	111 days			
Liquor by the Drink Excise Taxes	Aug	20-Sep	9-Dec	80 days	23-Sep	Email sent about July, Aug and September taxes due-responded on Oct 25, "I apologize for the delay. I am attempting to clear this up with my partners and have an answer by weeks end. Are you able to set up payment with the use of an American Express card?"- our answer was that we do not accept American Express- his response was "Understood. Let me get with my partners to create a resolution. We are hopeful to have an answer by weeks end."	
Liquor by the Drink Excise Taxes	Sept	20-Oct	9-Dec	50 days		On Nov 18, received an email from Mr. Gilliard requesting our address to send a check for a portion of the past due taxes.	
Liquor by the Drink Excise Taxes	Oct	20-Nov	9-Dec	19 days	29-Nov	Email sent about past due again-then customer paid July-Oct , (finally received a check but no documents supporting taxes, had to email to request for him to send forms).	\$ 554.27
Liquor by the Drink Excise Taxes	Nov	20-Dec	29-Dec	9 days	Jan 4 and 6	Email sent about missing form again and owing an additional 40.68 due to filing late, and that late fees were not included.	\$ 40.68
Liquor by the Drink Excise Taxes	Dec	20-Jan	7-Jun	169 days	14-Feb	Email reminder about the Dec taxes that are 25 days late and the additional late fee from Nov filling.-no response until April 21 "I wanted to reach out to express my apologies for falling behind on our excise taxes. Our organization has went through some restructuring over the last few months and neared completion. I am going to pull your numbers from January to the current over the weekend and begin a payment plan (if allowed) beginning next week to remedy the arrears and become current. Again, it is our sincerest apologies and we intend to correct this in a timely manner that works for all involved." (never received a payment from him until his court date).	\$ 167.76
Total late fees 2021							\$ 1,513.44
2022	Month	Date due	Date paid	Days late	Date Email Sent	Notes	Late fees

Liquor by the Drink Excise Taxes	Jan	20-Feb	3-Jun	103 days	6-Jun	Email sent about missing Dec payment -wanted us to accept a postdated check in June for this payment that was due in Jan ...we did however allow him to pay with Amex this one time.This was included in the subpoena but he claimed he had already paid it when in fact he had not.	
Liquor by the Drink Excise Taxes	Feb	20-Mar	3-Jun	75 days		Received this email on May 1st from Mr. Gilliard, "I am reaching out as I have received much communication regarding excise taxes and business license. I want to first off apologize and take responsibility for infractions made myself and my partners on these city requirements. We only wish to ensure we right the ship and become aligned with our city. I have calculated the missed excise tax payments (with penalties) for a total of \$4775.51. My general manager told me that we also did not submit for an updated business license (this certainly passed my mind as we are still new to scheduling annual occurrences of licenses). My sincerest apologies with this as well. May I have the application for the business license sent over so we may remedy that as well. I appreciate you working with our group as we navigate (and quite frankly stumble a little bit) through these annual requirements."	
Alcoholic Beverage renewal	March	31-Mar	5-May			4/22/22 Subpoena was delivered for non payment of Alcoholic Beverage renewal, Occupational Tax certificate renewal and liquor by the drink excise taxes for Dec-March (paid license renewals on his court date).	\$ 787.50
Occupational Tax Certificate renewal	March	31-Mar	5-May				\$ 50.03
Live Entertainment Permit-renewal	March	31-Mar	never	336 days		Has never paid for the renewal of the live entertainment permit but is still providing live entertainment.	
Liquor by the Drink Excise Taxes	March	20-Apr	3-Jun	44 days			
Liquor by the Drink Excise Taxes	April	20-May	3-Jun	14 days			\$ 526.71
Liquor by the Drink Excise Taxes	May	20-Jun	21-Jun	1 day		5/5/22 went to court /paid all on June 3 (Jan -May) claims he did not owe Dec, but he did. Customer finally paid Dec of 2021 on June 7, 2022.	
Liquor by the Drink Excise Taxes	June	20-Jul	21-Jul	1 day			
Liquor by the Drink Excise Taxes	July	20-Aug	22-Aug	paid on time			
Liquor by the Drink Excise Taxes	Aug	20-Sep	20-Sep	paid on time			
Liquor by the Drink Excise Taxes	Sept	20-Oct	9-Dec	50 days	22-Nov	Sent email about missing Sept pmt and Oct late fee (His response about Sept was requesting for us to split the payment within two weeks...even though it was now 50 days late).	\$ 100.00
Liquor by the Drink Excise Taxes	Oct	20-Nov	Nov 22/Dec 9	19 days	5-Dec	Sent email about Oct check that was returned to us for NSF and a reminder about the Sept payment that we still had not received from him- he came in and paid for that on 12/9/22.	\$ 135.00
Liquor by the Drink Excise Taxes	Nov	20-Dec		72 days		As of 3/2/23	
Alcoholic Beverage renewal	Dec	13-Dec	3-Jan	22 days	28-Dec	Sent email to notify him that his Alcoholic Beverage license was past due and must be paid no later than Dec 31.	
Liquor by the Drink Excise Taxes	Dec	20-Jan		41 days	26-Jan	As of 3/2/23- Email reminder sent about missing Nov and Dec 2022 taxes , and that Jan is due on Feb 21.	
Alcoholic Beverage renewal	Dec	13-Dec	3-Jan	22 days		We spoke over the phone on 12/6/22 and customer was informed that he would need to pay by no later than 12/13/22 to avoid late fees. On 12/28/22, an email was sent to him informing him that he needed to come in asap. However, he was also allowed to put the payment in the drop box by no later than 9 am on Tuesday, January 3rd due to holiday closure dates. The drop box was checked at around 9:30 a.m. and no payment was received. Lt. Schmitt went out on 1/3/23 and delivered a cease sales order which was delivered after 5 p.m. A check was received in the drop box for the incorrect amount on 1/4/23. Mr. Gilliard called and claimed that he did drop it off on 1/3/23 before 9:30 a.m. According to the cameras, Mr. Gilliard dropped off the check at 9:27 a.m. We granted him the opportunity to come that same day with another check for the correct amount. When he arrived at 3:14 p.m. he requested that we give him until Friday, 1/6/23 to pay the Sunday Sales fees. We did not grant that request and he canceled his Sunday Sales License effective immediately.	\$ 537.50

							Total late fees 2022	\$ 2,136.74
2023	Month	Date due	Date paid	Days late	Date Email Sent	Notes	Late fees	
Liquor by the Drink Excise Taxes	Jan	21-Feb	21-Feb	paid on time		This month was paid on time however customer did not submit Nov and Dec 2022 Lt. Schmitt delivered notice on Feb 28 of City Ordinances that The Savannah Chocolate Bar is in violation of and notify of the City Hall Council hearing on March 20 that customer must attend.		
Liquor by the Drink Excise Taxes	Feb	20-Mar						
Occupational Tax Certificate renewal	March	31-Mar				No payment has been received for customers 2023 business license -has untill March 31 to pay without penalties.		
Live Entertainment Permit-renewal	March	31-Mar				Has never paid for the renewal of the live entertainment permit , unsure if there is still live entertainment at this establishment.		
Liquor by the Drink Excise Taxes	March	20-Apr						
Liquor by the Drink Excise Taxes	April	20-May						
Liquor by the Drink Excise Taxes	May	20-Jun						
Liquor by the Drink Excise Taxes	June	20-Jul						
Liquor by the Drink Excise Taxes	July	20-Aug						
Liquor by the Drink Excise Taxes	Aug	20-Sep						
Liquor by the Drink Excise Taxes	Sept	20-Oct						
Liquor by the Drink Excise Taxes	Oct	20-Nov						
Liquor by the Drink Excise Taxes	Nov	20-Dec						
Liquor by the Drink Excise Taxes	Dec	20-Jan						
							Total late fees 2023	\$ -
							Total all late fees	\$ 3,650.18