



CITY of POOLER
— GEORGIA —

CITY COUNCIL **Regular Meeting – Agenda**

April 3, 2023 at 6:00 PM

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

- 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 20, 2023**
 - B. **Alcoholic Beverage License Application for Dave & Buster's of Georgia, Inc. at 200 Tanger Outlet Boulevard, Suite 790**
- VII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS
 - A. **Ordinance O2023-04.A – To Amend Appendix A – Zoning, Article III – General Provisions by Amending Section 6 – Schedule of Development Regulations** (*Public Hearing; First Reading*)
 - B. **Resolution R2023-04.A - Amendment to the Schedule of Fees** (*Water Meter Increases*)
- VIII. NEW BUSINESS
 - A. **Conditional Use Request to Construct a Hardware Store at 1256, 1270, 1272, and 1276 US Highway 80 West** (*Public Hearing*)
 - B. **Minor Subdivision Plat for Morgan Lakes Industrial Park, Phase VI**
 - C. **Utility Easement Agreement for 101 Miller Pines Road with Ting Liang**
 - D. **Proposal for Professional Services for the South Rogers Street Lift Station Upgrade with Hussey Gay Bell**
 - E. **Pooler Recreation Complex Tennis Courts Change Order #2 from Parker Properties: 6" Subgrade Drainage Installation**
- IX. EXECUTIVE SESSION
- X. ADJOURNMENT



CITY COUNCIL
Regular Meeting – Minutes

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

March 20, 2023 at 6:00 PM

CITY of POOLER
— GEORGIA —

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

Dr. Shirlenia Daniel gave the invocation.

IV. PLEDGE OF ALLEGIANCE

Dr. Shirlenia Daniel led the pledge.

V. ANNOUNCEMENTS

Councilmember Aaron Higgins reminded those present of the GA DOT announcement regarding the 16@95 Project. The first new turbine bridge ramp that will carry I-16 westbound traffic to I-95 southbound is projected to open Thursday, March 23, 2023. The ramp replaces the existing cloverleaf, loop ramp on the west side of I-95. The partial turbine bridge ramps will open overnight when traffic volumes are typically lowest.

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

Councilmember Karen Williams moved to approve the Consent Agenda.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Hutcherson

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

NAYS:

VII. NEW BUSINESS

A. **Site Plan for Element Hotel at 100 Davol Street**

City Manager Robert Byrd presented the site plan for consideration. Dan Fishcer of EMC Engineering was present on behalf of the petitioner.

Councilmember Stevie Wall moved to approve the Site Plan for Element Hotel at 100 Davol Street subject to the following conditions:

1. Recording of the stormwater agreement prior to a preconstruction meeting
2. Completion of stormwater detention pond construction
3. Payment of a portion of the traffic signal cost, not to exceed \$175,000; final amount to be set by City Manager based on number of hotel rooms

Dan Fischer verbally agreed that the petitioner would be willing to contribute toward the cost of the traffic signal.

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Hutcherson

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

NAYS:

B. Acceptance of Maintenance and Sidewalk Performance Bond for Clear Lake Reserve Phase 2

City Manager Robert Byrd presented the bonds for consideration. Lamar Mercer was present on behalf of the petitioner. Mayor Pro Tem Tom Hutcherson moved to accept the Clear Lake Reserve Phase 2 Maintenance Bond in the amount of \$214,306.76 and the Sidewalk Performance Bond in the amount of \$55,972.50, subject to City Attorney approval.

Motion to Accept with Stipulations; PASSED (UNANIMOUS)

MOVER: Hutcherson

SECONDER: Higgins

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

NAYS:

C. Pooler Recreation Complex Tennis Courts Change Order #1 from Parker Properties

City Manager Robert Byrd presented the change order for consideration. Councilmember John Wilcher moved to approve the Pooler Recreation Complex Tennis Courts Change Order #1 from Parker Properties to be paid from SPLOST funds.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Higgins

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

NAYS:

D. Amendment #1 to the 2023 Roadside Mowing and General Maintenance Contract with The McGraley Company, LLC

City Manager Robert Byrd presented the amendment for consideration. Councilmember Karen Williams moved to approve Amendment #1 to the 2023 Roadside Mowing and General Maintenance Contract with The

McGraley Company, LLC.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Wilcher

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

NAYS:

E. **2023 Surplus Property List**

City Manager Robert Byrd presented the list for consideration.

Councilmember Aaron Higgins moved to approve the 2023 As-Is Surplus Property List.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Wilcher

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

NAYS:

F. **Fiscal Year 2023 Community Project Funding Grant Agreements B-23-CP-GA-0458, 0459, 0460, 0461**

City Manager Robert Byrd presented the agreements for consideration.

Councilmember Stevie Wall moved to approve for signature the Fiscal Year 2023 Community Project Funding Grant Agreements B-23-CP-GA-0458, 0459, 0460, 0461.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Wilcher

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

NAYS:

G. **Disciplinary Hearing for Owner of Savannah Chocolate Bar at 1 N Godley Station Boulevard, Suite B-100**

Finance Officer Chris Lightle and Lieutenant Schmidt reported on the history of the payments and property, and began the hearing. Maurice Gilliard was present. Councilmember Aaron Higgins moved to place Maurice Gilliard, owner of the Savannah Chocolate Bar at 1 N Godley Station Boulevard, Suite B-100, on probation subject to the following conditions:

1. All delinquent amounts due shall be paid in full, in person, by March 31, 2023
2. All monthly payments for the next six months shall be paid in full, in person, and on time (through September 20, 2023)
3. If 1 and 2 are satisfactorily completed, the probation period will end in six months (September 20, 2023)

Motion to Place on Probation; PASSED (UNANIMOUS)

MOVER: Higgins

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

VIII. ADJOURNMENT

Councilmember John Wilcher moved to adjourn the meeting.

Motion to Adjourn; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Higgins

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

NAYS:

The meeting adjourned at 6:38 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



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

Business Information

Business Name: DAVE & BUSTER'S OF GEORGIA INC
DBA Name: DAVE & BUSTER'S
Business Type: Corporation

Address Information

Location Address: 200 TANGER OUTLET BLVD STE 790 POOLER GA 31322-4296

Alcohol License Information

License Type: Consumption on Premises
Start Date: ~~03-16-2023~~ 11/1/2024 (H)
Beer: Yes
Wine: Yes
Liquor: Yes
Airline or Railway Carrier: No
Regional Economic Assistance Program: No
Local Jurisdiction Type: City
Local Jurisdiction: POOLER
Arrest History: No

<u>Local License / Fees</u>	<u>Fee Amount</u>
B1 - Consumption on Premises - Liquor, Beer & Wine	\$2,150.00
Add on C2 - Sunday Sales (11:00a.m.)	\$1,000.00
New Application Fee	\$260.00
	<hr/>
	\$3,410.00

Licensee Information

Licensee Type: Business
Licensee Name: MCCRORY, BRYAN

Additional Information

Primary NAICS: 722511

Officers

CORRIVEAU, DAVE O.
KING, STEPHEN M.

Officer or Responsible Party

Officer
Officer



NEW ALCOHOLIC BEVERAGE LICENSE APPLICATION

CRIMINAL HISTORY

WARNING - Failure to make full disclosure in responses to these questions may result in denial or subsequent revocation of the license.

Has the applicant or any person connected with or having an interest in said business:

- a. Ever been convicted of any criminal violation or city ordinance violation? ___ Yes No
(Other than a traffic violation)
- b. Ever served time in prison or other correctional institution? ___ Yes No
- c. Ever had an alcoholic beverage license suspended or revoked at any time in any locality? *If yes, list details on separate sheet of paper.* Yes ___ No
- d. Ever previously or currently held/hold a license to sell wine, beer and/or distilled spirits/liquor? *(If yes see question f, if no skip question f)* Yes ___ No
- e. If yes to question e, were there any violations of any law, regulation or ordinance relating to such business? Yes ___ No

NOTE: If the answer to any question in this section is "yes" for the applicant or any person connected with or having an interest in said business, describe circumstances in detail for each person. Please provide and attach a written explanation.

Please see attached Exhibit "A" for a list of related businesses
Please see attached Exhibit "B" for a list of violations

Before the undersigned attesting officer duly authorized to administer oaths, personally comes the applicant for a license to conduct the sale of alcoholic beverages in the City of Pooler, says that the information given, and the statements made in this application are true, correct, and complete under penalty of law.

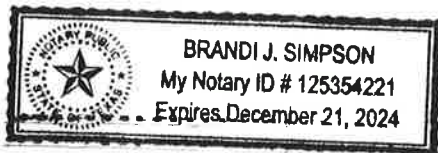
Executed this 8th day of March, 2023.

Scott A. Rosuck
Applicant's Signature
Scott A. Rosuck
Applicant's Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 8 DAY OF March, 2023.

Brandi J. Simpson
Notary Public/Seal

My Commission Expires: December 21, 2024



NOTICE: The applicant for an alcoholic beverage license shall be the owner of the business. If this is a corporation, partnership or other legal entity, the applicant must be a substantial and major stockholder, or the applicant may be the General Manager charged with the regular operation of said business on the premises for which the license is issued. Applicant for an alcoholic beverage license, as well as every owner having 10% or more ownership, must submit to fingerprinting by using the GAPS system prior to submitting the application. Instructions for fingerprinting are attached.



APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

<u>BUILDING & ZONING DEPARTMENT</u>		
The Building & Zoning Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:		
PIN#: <u>50017A01099</u>	Zoning District: <u>C-2</u>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Reviewed By: <u>Brian Crooks</u>		Date: <u>3/22/23</u>
Comments: <u>Still needs site close-out & issuance of COs prior to final issuance of license</u>		

<u>POLICE DEPARTMENT</u>		
The Police Department have reviewed the application and the disclosures and criminal histories of the applicant(s). Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:		
Reviewed by: <u>Colley Brown</u>	Date: <u>3/27/2023</u>	Approval: <input checked="" type="checkbox"/> Denial: <input type="checkbox"/>
Comments: _____		

COUNCIL APPROVAL:

Scheduled for City Council Meeting Date: _____

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

City of Pooler Alcoholic Beverage License Application (New Business) of
Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's
200 Tanger Outlet Boulevard, Suite 790, Pooler, GA 31322

Exhibit "A" – Related Businesses

Dave & Buster's, Inc., the sole shareholder of Dave & Buster's of Georgia, Inc., and the great-grandparent company of Main Event Entertainment, Inc., through its subsidiaries, affiliates, and related entities, holds interests in numerous alcohol licenses throughout the United States. In the state of Georgia, Dave & Buster's, Inc. holds interests in alcohol licenses at the following businesses, each of which permit sales of beverage alcohol for consumption on the premises:

- A. Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's – 2215 D and B Drive, SE, Marietta, GA 30067
- B. Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's – 5900 Sugarloaf Parkway, Suite 441, Lawrenceville, GA 30043
- C. Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's – 6500 North Point Parkway, Alpharetta, GA 30022
- D. Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's – 239 Highway 81 West, McDonough, GA 30253
- E. Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's – 807 Cabela Drive, Augusta
- F. Main Event Entertainment, Inc. d/b/a Main Event Entertainment - 10700 Davis Drive, Alpharetta, GA 30009
- G. Main Event Entertainment, Inc. d/b/a Main Event Entertainment - 3101 Cobb Parkway SE, Suite 104, Atlanta, GA 30339
- H. Main Event Entertainment, Inc. d/b/a Main Event Entertainment - 471 Northolt Parkway, Suwanee, GA 30024

City of Pooler Alcoholic Beverage License Application (New Business) of
Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's
200 Tanger Outlet Boulevard, Suite 790, Pooler, GA 31322

Exhibit "B" - Violations

Dave & Buster's, Inc., the sole shareholder of Dave & Buster's of Georgia, Inc., through its subsidiaries, affiliates, and related entities, holds interests in numerous alcohol licenses throughout the United States. Please see below for a list of violations of Dave & Buster's of Georgia, Inc.

04-05-2007 Dave & Buster's, 2215 D and B Drive, Marietta, Georgia

No alcohol manager or agent

City of Marietta alcohol license placed on probation for 14 months

04-26-2013 Dave & Buster's, 2215 D and B Drive, Marietta, Georgia

Underage sale

Warning issued by City of Marietta

05-30-2018 Dave & Buster's, 6500 North Point Parkway, Alpharetta, Georgia

No valid pouring permits

Paid fines

(A complete list of violations throughout the United States will be provided upon request)



NEW ALCOHOLIC BEVERAGE LICENSE APPLICATION

CLASSIFICATIONS					
RETAIL (new applications received after July 1 st rates are prorated to 50% off)					
CLASS	CLASSIFICATION	LIQUOR, BEER & WINE	BEER & WINE	BEER ONLY	TOTAL
A	Retail Package	<input type="checkbox"/> 1 \$1850	<input type="checkbox"/> 2 \$800	<input type="checkbox"/> 3 \$600	
B	Consumption On-Premises	<input checked="" type="checkbox"/> 1 \$2150	<input type="checkbox"/> 2 \$1000	<input type="checkbox"/> 3 \$750	\$2,150.00
WHOLESALE					
CLASS	CLASSIFICATION	PRICE		TOTAL	
C	Liquor	<input type="checkbox"/> \$3200			
D	Beer & Wine	<input type="checkbox"/> \$1900			
MANUFACTURERS					
CLASS	CLASSIFICATION	PRICE		TOTAL	
E	Brewer, manufacturer of malt beverages	<input type="checkbox"/> \$1075			
G	Manufacturer of wine	<input type="checkbox"/> \$2250			
H	Distiller, manufacturer of distilled spirits	<input type="checkbox"/> \$2250			
HOTELS, EVENT VENUES, & CATERERS					
CLASS	CLASSIFICATION	PRICE		TOTAL	
F1	Hotel	<input type="checkbox"/> \$2500			
F2	Special event venue	<input type="checkbox"/> \$2000			
L	Consumption off-premises, Caterer	<input type="checkbox"/> \$1500			
SPECIAL EVENTS & COMPLIMENTARY ALCOHOL					
CLASS	CLASSIFICATION	PRICE		TOTAL	
I	Temporary/Private Event (max 2 days)	<input type="checkbox"/> \$100/day			
J	Home Brew Special Event (max 2 days and 6 days per annum)	<input type="checkbox"/> \$100/day	OUT-OF-CITY CATERERS <input type="checkbox"/> \$50/day (+ 3% excise tax)		
K	Complimentary Beer & Wine	<input type="checkbox"/> \$250			
ADD-ON LICENSES					
CLASS	CLASSIFICATION	APPLICABLE LICENSES	PRICE	TOTAL	
A	Brewpub	B1, B2, B3, E	<input type="checkbox"/> \$850		
C1	Sunday Sales (Retail)	A1, A2, A3, C, D, E, F1, F2, G, H	<input type="checkbox"/> \$750		
C2	Sunday Sales (11:00 a.m.)	B1, B2, B3, F1, F2	<input checked="" type="checkbox"/> \$1000	\$1,000.00	
D	Tasting Event (must notify 5 days prior and 52 max events per annum)	A1, A2, A3	<input type="checkbox"/> No fee		
NEW APPLICATION FEES					
CLASS	FEES		GRAND TOTAL (add all above selections and application fees)		
A1 - H & L	<input checked="" type="checkbox"/> \$290		\$3,440.00		
I, J & K	<input type="checkbox"/> \$20				

FOR OFFICE USE ONLY:					
Rev'd: 3/17/23	By:	Amt Paid: 3440	Lic# 0331	Issued:	



AFFIDAVIT TO DISPENSE ALCOHOLIC BEVERAGES ON SUNDAY

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

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

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

Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's
Name of Business

200 Tanger Outlet Boulevard, Suite 790, Pooler, GA 31322 TBD
Location Telephone Number

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

Executed this 8th day of March, 2023.

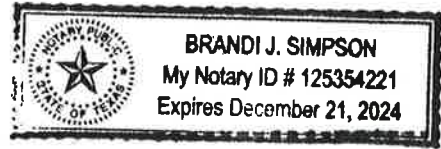
Scott A. Rosuck
Signature

Scott A. Rosuck
Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS 8 DAY OF March, 2023.

Brandi J. Simpson
Notary Public/Seal

My Commission Expires: December 21, 2024





**PRIVATE EMPLOYER
AFFIDAVIT
PURSUANT TO
O.C.G.A. § 36-60-6(d)**

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for an Alcohol License required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Dave & Buster's of Georgia, Inc.

Name of Private Employer

Please check only one:



On January 1st of the below-signed year, the individual, firm or corporation employed more than ten (10) employees.

The employer has registered with and utilizes the federal work authorization program (E-Verify) in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization (E-Verify) user identification number and date of authorization are as follows:

1439503

Federal Work Authorization (E-Verify) User Identification Number

12/13/2021

Date of Authorization



On January 1st of the below-signed year, the individual, firm or corporation employed less than ten (10) employees.

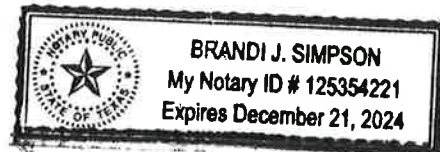
I hereby declare under penalty of perjury that the foregoing is true and correct. Executed this 8th day of March, 20 23.

Scott Rosuck
Signature of Authorized Officer or Agent

Scott A. Rosuck, Authorized Officer
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 8 DAY OF March, 20 23.

Brandi J. Simpson
NOTARY PUBLIC/SEAL



My Commission Expires: December 21, 2024



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for an Alcohol License (type of public benefit), as referenced in O.C.G.A. § 50-36-1, from the City of Pooler, Georgia, the undersigned applicant verifies one of the following with respect to my application for public benefit.

1.) I am a United States citizen.

OR

2.) I am a legal permanent resident.

OR

3.) I am qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

If you chose #2 or #3, my alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can be best classified as:

Driver's License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.

Scott Rosuck 3/8/23
Signature of Applicant Date

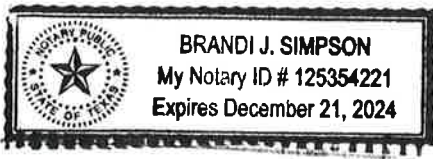
Scott A. Rosuck
Printed Name of Applicant

Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's
Name of Business

SUBSCRIBED AND SWORN BEFORE ME ON THIS 8 DAY OF March, 2023.

Brandi J. Simpson
Notary Public/Seal

My Commission Expires: December 21, 2024





AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for an Alcohol License (type of public benefit), as referenced in O.C.G.A. § 50-36-1, from the City of Pooler, Georgia, the undersigned applicant verifies one of the following with respect to my application for public benefit.

1.) I am a United States citizen.

OR

2.) I am a legal permanent resident.

OR

3.) I am qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

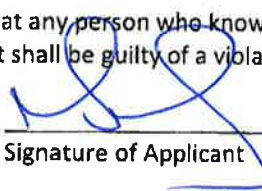
If you chose #2 or #3, my alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can be best classified as:

Driver's License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.


Signature of Applicant

3/8/23
Date

Robert E. Peterson
Printed Name of Applicant

Dave & Buster's of Georgia, Inc. d/b/a Dave & Buster's
Name of Business

SUBSCRIBED AND SWORN BEFORE ME ON THIS 8th DAY OF March, 2023.


Notary Public/Seal

My Commission Expires: 5/2/2026



THIS APPLICATION FILED BY SAG & COFF APPLICANT
PLEASE CONTACT:
dresnic @sawlandleft.com
PHONE: (770) 644-0500

Secretary of State
Business Services and Regulation
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CHARTER NUMBER : 9113811 DP
COUNTY : FULTON
DATE INCORPORATED : AUGUST 8, 1991
EXAMINER : DONNA HYDE
TELEPHONE NUMBER : 404/656-0624

REQUESTED BY:

PRENTICE HALL CORPORATE SERVICES
ELLEN MEINICK
66 LUCKIE STREET
ATLANTA, GEORGIA 30303

CERTIFICATE OF INCORPORATION

I, MAX CLELAND, Secretary of State and the Corporations Commissioner of the State of Georgia do hereby certify, under the seal of my office, that

"DAVE & BUSTER'S OF GEORGIA, INC."

has been duly incorporated under the laws of the State of Georgia on the date set forth above, by the filing of articles of incorporation in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of incorporation.

WITNESS, my hand and official seal, in the City of Atlanta and the State of Georgia on the date set forth below.

DATE: AUGUST 8, 1991

Max Cleland

MAX CLELAND
SECRETARY OF STATE

Verley J. Spivey

VERLEY J. SPIVEY
DEPUTY SECRETARY OF STATE



SECURITIES
656-2894

CEMETERIES
656-3079

CORPORATIONS
656-2817

CORPORATIONS HOT-LINE
404-656-2222
Outside Metro-Atlanta

ARTICLES OF INCORPORATION

OF

DAVE & BUSTER'S OF GEORGIA, INC.

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation for profit, pursuant to the provisions of the Georgia Business Corporation Code.

FIRST: The corporate name of the corporation (hereinafter called the "corporation") is
DAVE & BUSTER'S OF GEORGIA, INC.

SECOND: The number of shares which the corporation is authorized to issue is 1,000, all of which are without par value and are of the same class and are to be Common shares.

THIRD: The street address and county of the initial registered office of the corporation in the State of Georgia is 66 Luckie Street, Atlanta, Fulton County, Georgia 30303.

The name of the initial registered agent of the corporation at the said registered office is The Prentice-Hall Corporation System, Inc.

FOURTH: The name and the address of the incorporator are:

<u>NAME</u>	<u>ADDRESS</u>
Alan A. Sachs	501 North Broadway St. Louis, MO 63102

FIFTH: The mailing address of the initial principal office of the corporation is: 10727 Composite Drive, Dallas, Texas 75220.

SIXTH: The purpose for which the corporation is organized is to engage in any lawful business for which corporations may be incorporated under the Georgia Business Corporation Code.

SEVENTH: Action required or permitted by the provisions of the Georgia Business Corporation Code to be taken at a shareholders' meeting may be taken without a meeting in accordance with the provisions of Section 14-2-704 of the Georgia Business Corporation Code if the action is taken by persons who would be entitled to vote at a meeting shares having voting power to cast not less than

AGENDA ITEM

Date: April 3, 2023

Subject: Amendment of the City of Pooler Code of Ordinances, Appendix A - Zoning, Article III – General Provisions, by amending Section 6 – Schedule of Regulations (*First Reading*)

Background & Discussion

The provisions of this section will revise the current required setbacks for corner and through lots within the commercial zoning districts.

Planning and Zoning Recommendation:

After review of the criteria, P&Z recommended approval to amend the ordinance.

Staff Recommendation:

Staff worked with the applicant regarding the language and have no issues with what is being proposed. Therefore, staff recommends approval on first reading.

PH-1

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MAR 01 2023

ZONING DEPARTMENT

Zoning Text Amendment

Date: 3/1/23 File #: 230318

- Please submit check in the amount of **\$150.00** payable to The City of Pooler.
- Type or print and attach additional sheets if necessary to fully answer any of the following sections.

General Information

1. Name of owner/authorized agent: Pooler Parkway of GA/LLC Mr. Roger Patel
2. Address of owner/authorized agent: 123 Canal Street, Pooler GA 31322
3. Telephone number of owner/agent: 912-348-3002
4. Have any previous applications been made for a text or map amendment affecting these same premises? Yes or X No
5. If yes, give file number, date and action taken: N/A
(If exact file number, date or action is not known, please give approximate date of previous application.)

Action Requested

Information Required:

1. Is action requested a text amendment change: Yes
2. List articles and all sub titles to which this change or amendment will apply: Appendix A - Zoning / Article III. - General Provisions / Section 6. Schedule of development regulations / (B) Schedule of commercial and industrial zoning district minimum yard requirements / ***
3. Give present wording of ordinance: See attached supplement - Exhibit A
4. Give wording to which Amendment is to be changed: See attached supplement - Exhibit A

Reasons and Certifications

(Required for all amendments)

- Current ordinance text does not address situation where lot has dual frontage roads, one being Pooler Parkway which has limited access.

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MAR 01 2023

ZONING DEPARTMENT

Date Received

3/1/23

[Signature]
Zoning Administrator

Action taken: _____

Date action taken: 2/28/23

Roger Patel
Owner's or authorized agent's signature

[Signature]
Notary Public



EXHIBIT 'A'
ClearLake Reserve
Zoning Text Amendment Request Language
February 27, 2023

Appendix A – Zoning / Article III. – General Provisions / Section 6. Schedule of development regulations /
(B) Schedule of commercial and industrial zoning district minimum yard requirements / ***

Existing Language w/markups

*** In the C-1 and C-2 districts, corner and through lots are only required to have the required minimum front yard setback ~~at the building front~~ along a designated primary frontage. Other yards with road frontage shall ~~have a minimum 30 feet of building setback~~ be designated as secondary frontages or non-access frontages, where applicable. Secondary frontages shall include frontages that provide access to the site and non-access frontages shall be frontages that do not provide access to the site. For the C-1 district, secondary frontages shall have a minimum 25 foot setback and non-access frontages shall have a 15 foot setback. For the C-2 district, secondary frontages shall have a minimum 35 foot setback and non-access frontages shall have a 20 foot setback.

Proposed final language

*** In the C-1 and C-2 districts, corner and through lots are only required to have the required minimum front yard setback along a designated primary frontage. Other yards with road frontage shall be designated as secondary frontages or non-access frontages, where applicable. Secondary frontages shall include frontages that provide access to the site and non-access frontages shall be frontages that do not provide access to the site. For the C-1 district, secondary frontages shall have a minimum 25 foot setback and non-access frontages shall have a 15 foot setback. For the C-2 district, secondary frontages shall have a minimum 35 foot setback and non-access frontages shall have a 20 foot setback.

ORDINANCE O2023-04.A

AN ORDINANCE TO AMEND THE CITY OF POOLER CODE OF ORDINANCES APPENDIX A – ZONING, ARTICLE III – GENERAL PROVISIONS BY AMENDING SECTION 6 – SCHEDULE OF DEVELOPMENT REGULATIONS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Pooler that the Code of Ordinances of the City of Pooler, Georgia are hereby amended as follows:

I

That APPENDIX A – ZONING, Article III. GENERAL PROVISIONS be amended by deleting the strikethrough text and adding the underlined text:

Section 6. – *Schedule of development regulations.*

(B) *Schedule of commercial and industrial zoning district minimum yard requirements.*

Schedule of Minimum Yard Requirements				
Zone	Front Yard*	Rear Yard**	Side Yard	Height of Building
C-1***	40	10	10	45
C-2***	60	10	10	60
C-P	30	20	20	50
I-1	60	20	20	70
I-2	80	40	40	70

*Corner and through lots must meet front yard setbacks on each side that fronts a street right-of-way.

**Through lots do not have rear yards.

***In the C-1 and C-2 districts, corner and through lots are only required to have the required minimum front yard setback ~~at the building front along a designated primary frontage.~~ Other yards with road frontage shall ~~have a minimum 30 feet of building setback~~ be designated as secondary frontages or non-access frontages, where applicable. Secondary frontages shall include frontages that provide access to the site and non-access frontages shall be frontages that do not provide access to the site. For the C-1 district, secondary frontages shall have a minimum 25 foot setback and non-access frontages shall have a 15 foot setback. For the C-2 district, secondary frontages shall have a minimum 35 foot setback and non-access frontages shall have a 20 foot setback.

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, the said holding shall be in no way affect the validity of the remaining portions of this ordinance.

Kimberly Classen

From: Andrew Rosen <Andrew.Chase.Rosen@gmail.com>
Sent: Thursday, March 23, 2023 1:31 PM
To: Kimberly Classen; Kiley Fusco
Subject: **EXTERNAL EMAIL** March 27 P&Z Amendment of Ordinances
Attachments: City of Pooler_Forms_Planning & Zoning_Rezoning Public Hearing Request to Speak - Signed.pdf

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

As I am unable to attend afternoon meetings I would like to submit this email for public comment regarding Planning & Zoning's March 27th meeting, agenda item IV(1) amending city ordinances Appendix A, Article III, Section 6(B). Please see attached for the Request to Speak form.

I am unsure of what exactly the proposed change is, beyond it pertaining to minimum yard requirements in C-1 districts, but I support any reduction in setback requirements, and I would oppose any increases.

Setbacks can be useful for reserving space for future development, but excessive setback requirements contribute to sprawl that is costly to the city and is antithetical to the city's goal of building more walkable communities. Requiring that buildings be spaced apart requires more infrastructure for a given number of developments and can reduce density to a point where pedestrians do not feel welcomed and public transit is not viable.

Minimum setback requirements also hurt small businesses. When a business is not allowed to have a street-facing storefront, it does not attract new customers off the streets. The nonprofit Strong Towns has a video featuring testimonials from local business owners in Fayetteville, Arkansas who credit much of their success to the removal of minimum parking requirements that would have prevented them from building street-facing stores. Similarly, Pooler's setback requirements further separate businesses from each other and from their customers.

I ask that the committee and council consider the benefits of reducing or eliminating minimum setback requirements not only for this petitioner but for residential districts as well.

Thank you,
Andrew Chase Rosen



CITY OF POOLER

Public Hearing Request to Speak - Rezoning Action Proponent

Per GA § 36-67A-3, rezoning action applicants and opponents are required to disclose campaign contributions or gifts with an aggregate value of \$250 or more made to any City Official within two years immediately preceding the filing of the application. City Officials include the Mayor, Councilmembers, and Planning & Zoning Commissioners. If you wish to speak on a rezoning action, you must complete this form and return it to the City Clerk or Planning Administrator prior to the start of the meeting.

Rezoning Action/Agenda Item: 1. Amendment of the City of Pooler Code of Ordinances, Appendix A - Zoning, Article III - General Provisions, by amending Section 6 – Schedule of Development Regulations

Planning & Zoning Public Hearing(s) Date/Time: March 27, 2023 / 3:00 p.m.

City Council Public Hearing(s) Date/Time: April 3, 2023 / 6:00 p.m.

Disclosure Statement: Have you made campaign contributions to one or more Pooler City Official(s), including the Mayor, Councilmembers, and/or Planning & Zoning Commissioners, during the past two years that, when combined, total an amount greater than \$250.00?

NO, I have not made campaign contributions to any Pooler City Official(s) during the past two years that, when combined, total an amount greater than \$250.00.

YES, I have made campaign contributions to one or more Pooler City Official(s) during the past two years that, when combined, total an amount greater than \$250. My contribution information is listed below:

City Official Name(s)	Title	Dollar Value	Descr. of Gift >\$250
1. _____	_____	\$ _____	_____
2. _____	_____	\$ _____	_____
3. _____	_____	\$ _____	_____

I attest that all information provided above is true to fact.

Name: Andrew Rosen

Signature: Andrew Rosen

Digitally signed by Andrew Rosen
Date: 2023.03.23 13:27:37 -04'00'

Address: 109 Mark Cir

Date: March 23, 2023

**RESOLUTION TO ADOPT THE CITY OF POOLER
SCHEDULE OF FEES**

WHEREAS, the City of Pooler provides a number of services on a regular basis within the city; and

WHEREAS, each of these services cost the city to administer and carry out; and

WHEREAS, there is a desire to accurately and correctly reflect the costs of these various services in schedules that reimburse the city for the time and expenses incurred by performing these services; and

WHEREAS, the fees and fines for all departments are reviewed and adjusted periodically as deemed appropriate and fiscally responsible; and

WHEREAS, the most recent review has determined that costs associated with providing services has increased to a degree that it is necessary to make adjustments in order to meet current needs and demands; and

WHEREAS, the amendment to the March 30, 2023 edition of the Schedule of Fees is attached as; and

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Pooler that the amended Schedule of Fees is hereby adopted.

PASSED AND ADOPTED by the City of Pooler on this _____ day of _____,
_____.

CITY OF POOLER, GEORGIA

Rebecca C. Benton, Mayor

ATTEST:

Kiley Fusco, City Clerk

**CITY OF POOLER, GEORGIA
SCHEDULE OF FEES**

		<i>2022 Fee</i>
34.4212	Water meters:	
	Three-fourths inch	565.00
	One inch	820.00
	One and one half inch, plus flange kit	1,287.00
	Two inch, plus flange kit	1,465.00
	Three inch	1,725.00
	Four inch	2,950.00
	Six inch	5,210.00
	Eight inch	8,425.00
	Ten inch	10,840.00
	Water meters - Fire line:	
	Four inch F2 compact	7,275.00
	Six inch F2 compact	9,675.00
	Eight inch F2 Fire Service	14,080.00
	Ten inch F2 Fire line	19,400.00
	MXU Radio Read Fee: per meter	150.00
	Replace damaged MXU <i>(No charge for first device replacement)</i>	150.00
34.4214	Water meter repair parts/repair fees:	
	Dual check for 3/4" meter	49.50
	Star 3/4"	34.75
	Iron lid for 3/4" box	30.00
	3/4" meter	140.00
	3/4" box (includes brass and recessed lids)	335.00
	Dual check for 1" meter	67.50
	Ball valve for 1" meter	77.50
	Star 1"	55.35
	Iron lid for 1"	50.00
	1" meter	195.00
	1" box (includes brass and recessed lids)	545.00
	Sensor wire	22.00

AGENDA ITEM

Date: April 3, 2023

Subject: Conditional Use for a proposed hardware store at 1256, 1270, 1272, and 1276 US Highway 80 East

Background & Discussion:

This item was tabled until the next regularly scheduled P&Z meeting on April 10, 2023.

The adjacent property owners were notified on March 15, 2023.

Advertised in the Savannah Morning News on March 17, 2023.

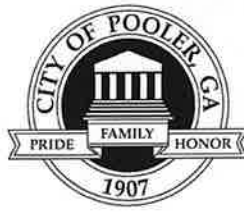
The property was posted on March 22, 2023.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

N/A



CITY OF POOLER

MAYOR
Rebecca C. Benton

DATE: March 15, 2023

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

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

RE: Conditional Use

CITY MANAGER
Robert H. Byrd, Jr.

PIN: 5-0012-01-016Y, 5-0012-01-003, 5-0012-01-004 and
5-1002-01-015

OWNER: P-51 Properties, LLC

CITY ATTORNEY
Steve Scheer

Pooler Ace Hardware, on behalf of P-51 Properties, LLC, has petitioned the City of Pooler for a conditional use to construct a hardware store at 1256, 1270, 1272 and 1276 W. US Highway 80. According to Appendix A, Zoning, Article IV, Table 4.1, Allowed Uses by Zoning Districts, *a hardware store is only considered as a conditional use in a C-1 (Light Commercial) Zoning District.* (see drawing)

A Public Hearing is scheduled before the Planning and Zoning Commission on Monday, March 27, 2023 at 3:00 p.m. The Official Public Hearing before the Mayor and Council is scheduled for Monday, April 3, 2023 at 6:00 p.m. The petitioner and any private individual shall be entitled to present evidence concerning the "Zoning Map Amendment" before the Planning and Zoning Commission and/or Mayor and Council. Any person speaking either in support or opposition to the zoning map amendment at the Official Public Hearing, please complete and submit, mail or email the Campaign Disclosure Form five (5) days prior to the meeting. Further information may be obtained by calling (912) 748-7261 during regular business hours. (Project # 230360)



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MAR 13 2023

ZONING DEPARTMENT

230.360

Conditional Use Application

Applicant Information	Applicant <u>Randy West (Pooler Ace Hardware)</u> Mailing address <u>246 Oatland Island Road</u> City <u>Savannah</u> State <u>Georgia</u> Zip <u>31410</u> Telephone () <u>912 659-2237</u> Fax () _____
Property Ownership	Property Owner(s) <u>P-51 PROPERTIES LLC</u> Mailing address <u>PO BOX 1628</u> City <u>SPRINGFIELD</u> State <u>Georgia</u> Zip <u>31329-1628</u> Telephone () <u>912 661-1086</u> Fax () _____
Contact Person	Contact Person(s) <u>Ryan Thompson (Thomas & Hutton)</u> Telephone () <u>912 547-5714</u> Fax () _____ E-mail <u>thompson.r@tandh.com</u> <p style="text-align: center;">* All staff correspondence will be sent only to one designated contact person. * Addresses and telephone numbers do not have to be repeated if provided above.</p>
Request	Location address <u>Portions of 1256, 1270, 1272 and 1276 W. US Highway 80</u> Current Zoning <u>C-1</u> Present use <u>Vacant Single Family Residences</u> Provide a brief description of proposed use on subject property. Describe those things, which you feel justify the action requested. List the specific sections of the Zoning Ordinance which have a bearing on your request: <u>(see info on additional page)</u> <hr/> Description of the activities, # of units and hours of operation of the proposed conditional use: <u>Construction of a +/- 35,000 s.f. hardware store with associated garden center, parking and other site features. Store hours will be 7 am to 7 pm.</u> A proposed starting date of land disturbance or construction, date of completion for all improvements and use opening or date of first occupancy: <u>Plan is for construction to start 2nd half of 2023 and to complete and open in 2024</u> <hr/> A list of activities undertaken by the developer and subsequent occupant to mitigate all adverse impacts upon the surrounding properties before, during and after the completion of development activities: <u>The use is placed on the site in a manner to place the majority of the parking facing towards the new entry road that will be built as part of the project and not towards existing adjacent residential. Also, the storm water area is planned along the only common property line with adjacent properties instead of buildings or parking.</u>



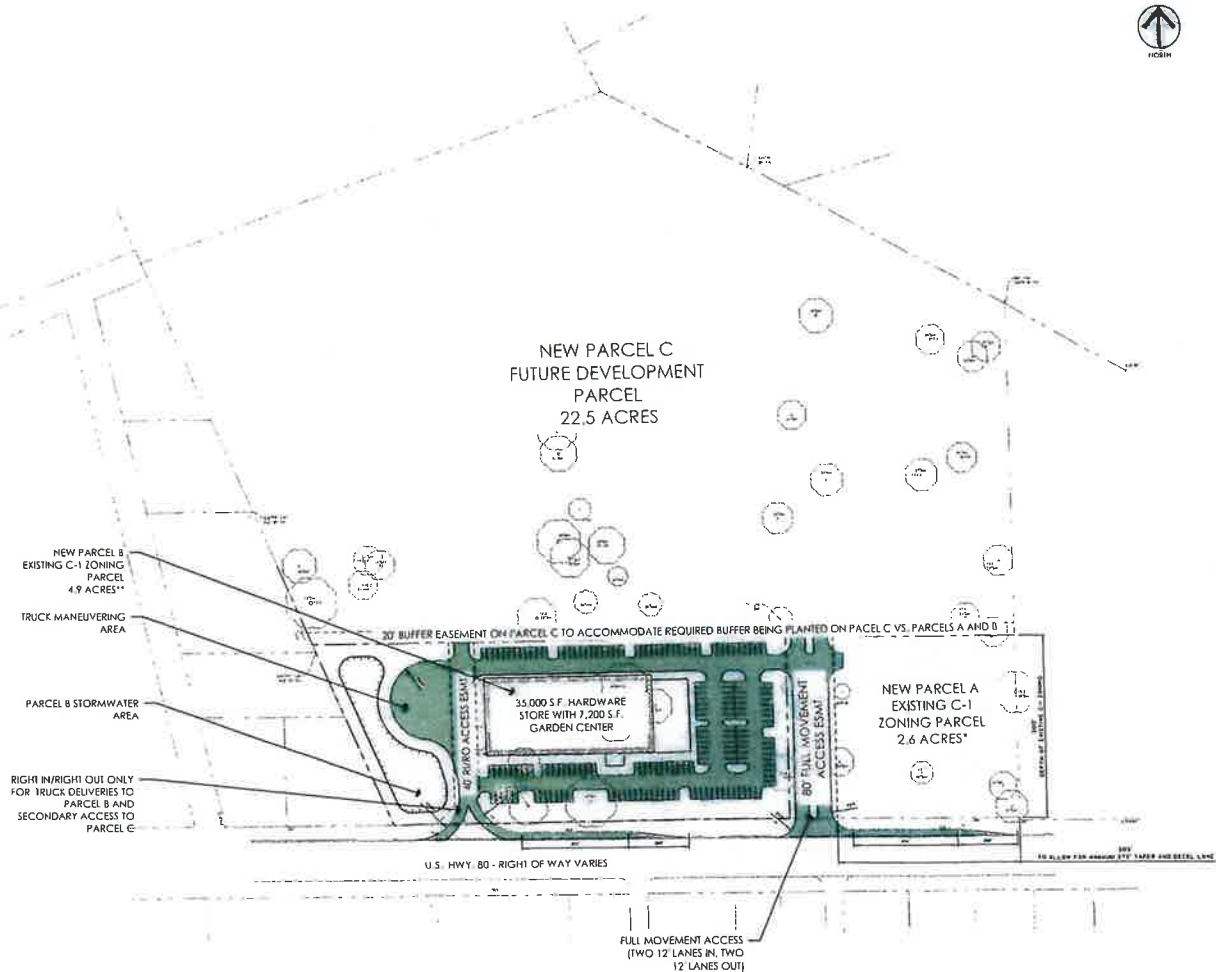
PARCEL B SUMMARY	
GROSS ACREAGE	± 4.9 AC.
BUILDING AREA	± 42,200 S.F.
STORE	± 35,000 S.F.
GARDEN CENTER	± 7,200 S.F.
PARKING REQUIRED	1 SPACE PER 250 S.F. 169 SPACES
PARKING PROVIDED	169 SPACES
LANDSCAPE AREA	± 1.5 AC. (± 32 % OF SITE)
MAXIMUM BUILDING HEIGHT	45'

CONDITIONAL USE PRELIMINARY SITE PLAN REQUIREMENTS (Items 1, 2, 3 and 6 of Appendix A, Article V, Section 4(C))

- (1) The location, size and other pertinent data of all land uses on the site including types, location and height of buildings, parking, open areas and landscaping. (See site plan and summary)
- (2) Dimension setback lines from property lines and street right-of-way lines. (See site plan)
- (3) Adjacent thoroughfares and all curb cuts within 500 feet, including Proposed new curb(s) onto public rights-of-way with turning radii, and widths, and dimensions of all rights-of-way. (See site plan)
- (6) Tabulated data including at least:
 - a. Gross density of dwelling units. (N/A no residential proposed)
 - b. Parking ratio per dwelling unit. (parking required for commercial use is shown in summary)
 - c. Percent and amount of land coverage by use, and (See site plan and summary)
 - d. Percent and amount of floor area by use and by type. (See site plan and summary)

NOTES

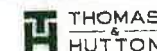
- 1) * INCLUDES 80' FULL MOVEMENT ACCESS EASEMENT
- 2) ** INCLUDES 40' R/W/O ACCESS EASEMENT
- 3) TREES SHOWN MAY OR MAY NOT BE ABLE TO BE PRESERVED UPON FINAL DESIGN.
- 4) SETBACKS IN C-1 MAIN STREET OVERLAY ARE:
FRONT BUILDING: 5'
REAR BUILDING: 10'
SIDE BUILDING: 5'



& POOLER ACE HARDWARE

CONDITIONAL USE EXHIBIT FOR HARDWARE STORE PRELIMINARY SITE PLAN PARCEL B - STRICKLAND PROPERTY/HIGHWAY 80

POOLER, GEORGIA
MARCH 9, 2022



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

This map is a general plan of the development which is for discussion purposes only. It does not constitute a final plan and is subject to change and without written notice to the future. Dimensions, boundaries and location shown are for illustrative purposes only and are subject to all applicable laws and provisions. No warranty is made by the developer.
COPYRIGHT © 2022 THOMAS & HUTTON



Conditional Use Standards

Review Criteria

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

Additional Mitigation Requirements

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

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



LOCAL GOVERNMENT OFFICIAL DISCLOSURE OF FINANCIAL INTERESTS

With respect to the following requests made by:

Pooler Ace Hardware, on behalf of P-51 Properties, LLC, has petitioned the City of Pooler for a conditional use to construct a hardware store at 1256, 1270, 1272 and 1276 W. US Highway 80.

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

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

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

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

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

AGENDA ITEM

Date: April 3, 2023

Subject: Minor Subdivision plat for Morgan Lakes Industrial Park,
Phase VI

Background & Discussion:

The intent of this plat is to create four (4) lots. Lot 18A will consist of approximately 31.2 acres, Lot 19, approximately 14.2 acres, Lot 20, approximately 4.6 acres and Lot 21, approximately 47.1 acres.

Planning and Zoning Recommendation:

P&Z recommends approval.

Staff Recommendation:

The minor subdivision plat meets the requirements of the subdivision ordinance. Therefore, staff recommends approval.

Pooler Subdivision Application

File # _____
Date Filed: 2/20/23

This application along with the application fee of \$ 350.00 (see schedule of fees) is to be submitted to the Planning & Zoning Department.

Check all that apply:

- | | | |
|---|---|--|
| <input type="checkbox"/> Recombination | <input checked="" type="checkbox"/> Minor Subdivision | <input checked="" type="checkbox"/> Final Plat |
| <input type="checkbox"/> Revised Subdivision Plat | <input type="checkbox"/> Major Subdivision | <input type="checkbox"/> 5-Acre Tract |

General Information

- Owner or authorized agent: Newton Wallace/Kern & Co. Phone: 912-651-1283
- Property address: Jimmy Deloach Parkway, Pooler, Georgia
- Mailing address: P.O. Box 15179, Savannah, Georgia 31416

If agent, please attach authorization of property owner signed, dated and notarized.

- Have any previous applications been made for a subdivision affecting these same premises?
_____ If yes, please give date and action taken below:
Date _____ Action taken: _____
- Copy of current tax bill showing payments or documentation certified by the City of Pooler.

Action Requested

1. General location of property in question (the area, street number and location with respect to nearby public roads in common use).
North side of Jimmy Deloach Parkway at the intersection of Serengeti Boulevard.
2. Legal description of property (name of subdivision, block and lot number, etc.) Attach extra sheet if necessary.
Morgan Lakes Industrial Park Phase 6, Lot 18A, Lot 19, Lot 20 & Lot 21
3. PIN # 51015 01009, 51015 01015, & 51015 01030
4. Total area of property in question (acres or square feet) 97.263 Acres
5. Existing land use (specify such as, grocery store, single family residence, vacant land, etc.)
Borrow Pits
6. Desired land use of each parcel of property (specify as above)
Industrial (Warehouse)

Record and return to:
City of Pooler.
100 US Highway 80 SW
Pooler, GA 31322

STATE OF GEORGIA
COUNTY OF CHATHAM

UTILITY EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as the "Agreement") is made and entered into this ___ day of _____, 2023 by and between TING LIANG, residing at 6097 Pembroke Drive, Whitestown, IN 46075 (hereinafter, the "Grantor") and THE CITY OF POOLER, GEORGIA, a Georgia municipal corporation, having its principal place of business at 100 US Highway 80 SW, Pooler, GA 31322 (hereinafter, the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land located at 101 Miller Pines Road, Pooler, Georgia, designated as Lot 36, 0.35 acres, more or less, as shown on that certain map or plan made by Roy Hussey, GA. R.L.S. No. 1212, dated July 1, 1974, recorded in Plat Book K, Page 11 in the records of the Clerk of the Superior Court of Chatham County, Georgia, attached here to as Exhibit A and made a part hereof by this reference (hereinafter referred to as the "Grantor's Property"); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting Grantee the right to use and exercise all rights in and to the utility easements as shown on that certain map or plat entitled "Dedicated Water Utility Easement" and recorded in Plat Book 53, Page 671 in the records of the Clerk of Superior Court of Chatham County, attached hereto as Exhibit B and made a part hereof by this reference (hereinafter referred to as "Easement Premises"); and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 2 below in, under, through, over, across, and upon the Grantor's Land, as follows:

1. Recitals. The above preamble and recitals are hereby incorporated as if restated verbatim.

2. Utility Easement.

- a. Grant of the Easement. Grantor does hereby grant, bargain, sell and convey unto Grantee, its lessees, licensees, successors, and assigns, and creates and establishes for the benefit of Grantee and its lessees, licensees, successors and assigns, a perpetual, appurtenant, non-exclusive utility easement (the "Easement"). Said Easement is shown on that certain map or plat entitled "Dedicated Water Utility Easement" and recorded in Plat Book 53, Page 671 in the records of the Clerk of Superior Court of Chatham County, attached hereto as Exhibit B and incorporated herein by reference, to have and to hold, unto Grantee, its lessees, licensees, successors and assigns, forever.
- b. Nature and Purpose. The Easement is for the purpose of providing water services across the Grantor's Property and shall now and forever encumber and run with the Grantor's Property. The Easement is for the use and benefit of Grantee and its lessees, licensees, successors, and assigns, as well as their contractors, employees, agents, vendors, guests, licensees, and invitees.
- c. Rights and Privileges Conferred by Easement.
- i. Grantee shall have the right of ingress and egress to the easement, to construct, reconstruct, relocate, extend, repair, replace, maintain, operate, and inspect to the extent Grantee considers desirable, lines, pipes, and any other necessary or desirable appurtenances to and/or for a utility system necessary for the provision of water services along Pine Barren Road (collectively, the "Facilities"). The Grantee shall also have the right to take any other action it considers necessary for the proper maintenance and operation of the Facilities.
- ii. Grantee shall have the right to abandon or remove the Facilities at its pleasure, to maintain or improve the Facilities by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across the Easement Premises, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement

Premises, and utilize the Facilities within the Easement Premises for the purpose of providing water services.

- iii. Grantee shall have the right, but not the obligation, to clear and keep cleared, by physical, chemical, or other means, the Easement Premises of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots, and vegetation adjacent to the Easement Premises that interfere with Grantee's use of the Easement Premises. The clearing area adjacent to the Easement shall be 5 feet on each side of the Easement, measured from the edge of the Easement facing that side of the clearing area.
- iv. Grantee shall have the right, but not the obligation, to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Easement Premises but outside the clearing area which in Grantee's sole opinion may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above.
- v. Grantee shall have the right to excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Agreement; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation provided that such condition is not in violation of this Easement Agreement.
- vi. Grantee shall have the right to pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

- vii. Grantee shall have the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Easement Premises.
- d. Terms, Conditions and Restrictions.
- i. Maintenance. Grantee shall maintain the Easement Premises as shown on that certain map or plat entitled "Dedicated Water Utility Easement" and recorded in Plat Book 53, Page 671 in the records of the Clerk of Superior Court of Chatham County, as it deems necessary and in its sole discretion.
 - ii. Grantee shall have no obligation to pay for any insurance or taxes, assessments or other charges or fees applicable or chargeable to the Easement Premises or owners thereof.
 - iii. Grantor covenants and agrees that it shall not plant within or allow to grow into the Easement Premises any trees, bushes or other planted material that would interfere with Grantee's use of the Easement Premises, and that they shall not construct any new buildings, walls, fences, or other improvements within, or over or upon the Easement Premises.
 - iv. Grantor hereby warrants title to the Easement herein granted and conveyed to Grantee. Grantor warrants that the easement is free and clear of all liens and encumbrances. Grantor agrees to protect and defend the title from and against all persons whomsoever. Grantor agrees and hereby does, to the extent permitted by law, indemnify and hold harmless Grantee from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.
 - v. Grantor reserves the right to cross and recross the Easement Premises provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted herein and shall not disturb the grade of said ground as it now exists.

e. Miscellaneous.

- i. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- ii. Severability: In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
- iii. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect.
- iv. Amendment. This Agreement may not be modified, amended, or terminated except by written modification executed by all parties hereto.
- v. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- vi. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall comprise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

- vii. Governing Law and Forum Selection. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN THE SUPERIOR COURT OF CHATHAM COUNTY UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE.
- viii. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- ix. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

THE CITY OF POOLER

Signed, sealed and delivered this
____ day of _____, 2023,

By: _____
Rebecca Benton
Mayor, City of Pooler

in the presence of:

WITNESS

NOTARY PUBLIC

(Notorial Seal)

LANDOWNER

Signed, sealed and delivered this
____ day of _____, 2023,

By: _____
Ting Liang
Owner

in the presence of:

WITNESS

NOTARY PUBLIC

(Notorial Seal)

This Agreement is approved as to form:

By: _____
Craig Call
City Attorney, City of Pooler

EXHIBIT A

PLAT OF GRANTOR'S PROPERTY

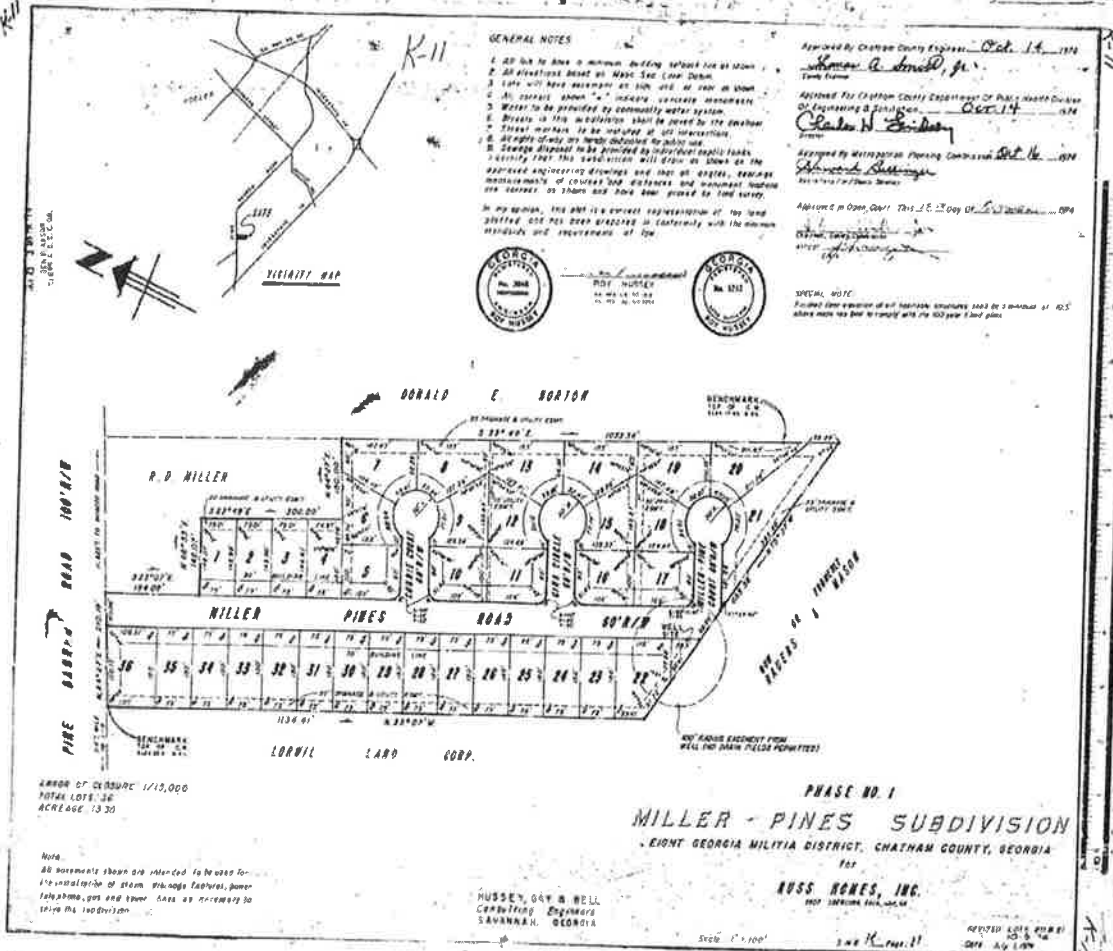
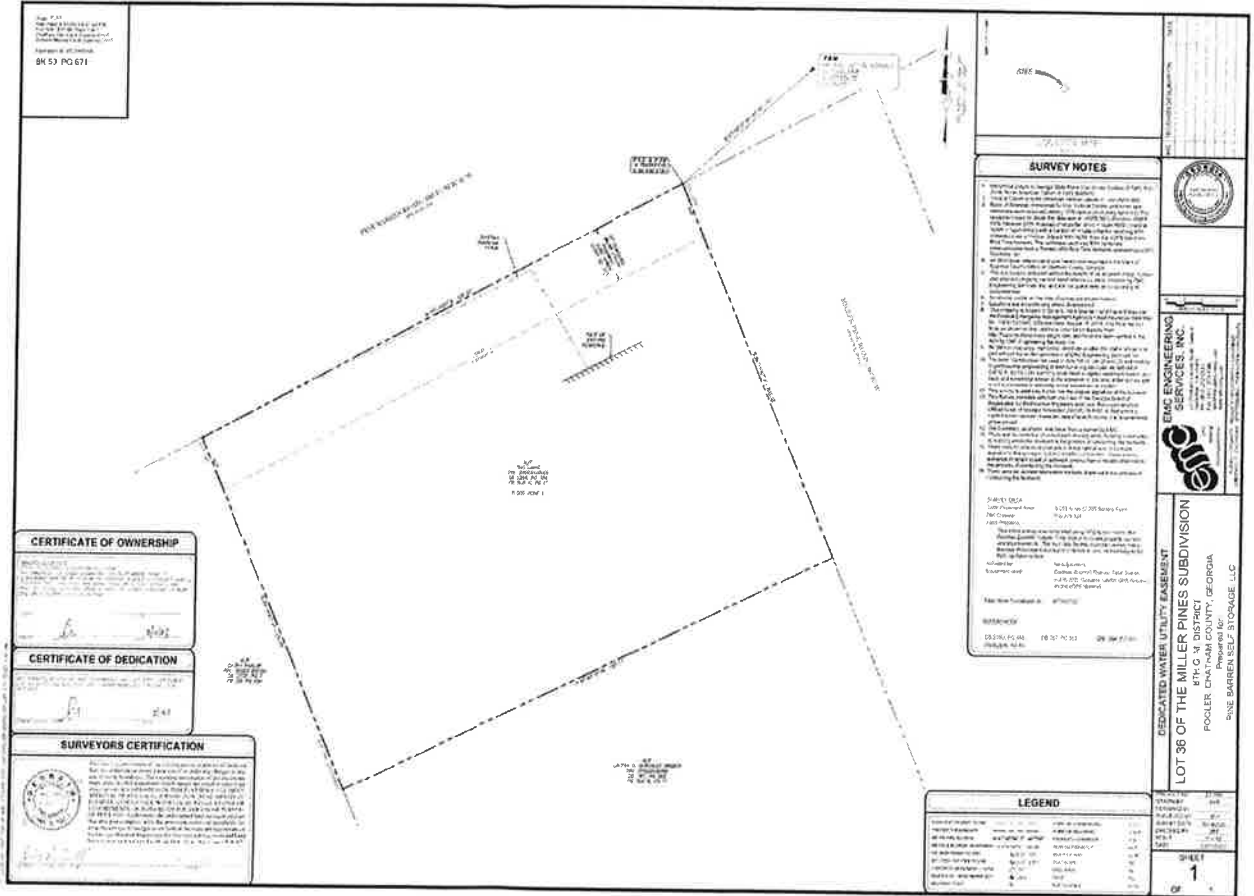


EXHIBIT B EASEMENT PLAT



March 28, 2023

Mr. Robert Byrd
City Manager
City of Pooler
100 Southwest Highway 80
Pooler, Georgia 31322

Re: Proposal for Professional Services for the South Rogers Street Lift Station Upgrade

Dear Mr. Byrd:

Hussey Gay Bell is pleased to present our proposal for engineering services to upgrade the South Rogers Street Lift Station. The scope of the project includes the upgrade of the City of Pooler's South Rogers Street Lift Station to increase capacity and replace aging components. The project also includes extending an existing 6-inch force main from the intersection of Pine Barren Road and South Rogers Street approximately 950 feet to the lift station. The extension of the force main will reduce odor problems at the current discharge manhole located at the intersection.

The specific scope of services is as follows:

I. SUPPORT SERVICES

- (a) **Topographic Survey** - HGB will perform a topographic survey to locate existing facilities, physical ground elevations and underground utilities based on apparent and obvious appurtenances to serve as a basis for design of the new components.
- (b) **Wetlands Delineation** - HGB will delineate wetlands along the project route and survey wetlands boundaries for use in wetland permitting, if necessary.
- (c) **Wetlands Permitting** - If necessary, we will prepare and submit national wetlands permitting applications.
- (d) **Easement Plat Preparation** - HGB will provide easement plats necessary for obtaining easements for the project as necessary.
- (e) **Geotechnical Investigation** - HGB will subcontract and provide geotechnical investigation services as necessary to provide baseline information for design and construction of the water main.

II. DESIGN

- (a) **Preliminary Design** - The preliminary design will include a description of the project design along with necessary calculations, preliminary plans and exhibits showing the proposed lift station improvements and alignment for the extension of the 6-inch force main. The preliminary design will be submitted to the City of Pooler for approval and will be the basis for our design documents.
- (b) **Final Design** - HGB will prepare final construction plans and specifications, including bidding and contract documents, based on the approved preliminary plans. These documents will be submitted to the City of Pooler for final review and approval.

III. PERMITTING

- (a) **Permitting** - HGB will submit application packages for the necessary permits required for this project. Some agencies to which permit applications may be required include Georgia EPD, U.S. Army Corps of Engineers and the Georgia Soil and Water Conservation Commission.

IV. BIDDING

- (a) **Bidding and Award** - HGB will assist the City of Pooler in the bidding process including advertising the project, distributing bid packages, attending pre-bid meetings, addressing RFI's, preparing addenda, attending bid openings, evaluation of bid proposals and recommendation of award.

V. CONSTRUCTION SERVICES

- (a) **Contract Overview and Administration** - HGB will provide contract overview and administration services including attending a pre-construction meeting with the City of Pooler and the contractor, reviewing shop drawings, responding to RFIs, issuing any necessary change orders, reviewing pay requests, attending progress meetings and reviewing project close-out documents.
- (b) **Construction Overview** - HGB will provide periodic construction observation services during the construction phase of the project.
- (c) **As-builts and Close-out Documents** - HGB will prepare as-built drawings based on contractor-supplied information, provide all O&M manuals, project warranties and all other necessary close-out documents to complete the project.

Our fee structure is as follows:

I. Support Services

(a)	Topographic Survey	\$	6,500.00
(b)	Wetlands Delineation	\$	3,800.00
(c)	Wetlands Permitting (if necessary)	\$	2,000.00
(d)	Easement Plat Preparation (if necessary)	\$	Hourly
(e)	Geotechnical Investigation	\$	5,495.00

II. Design

(a)	Preliminary Design	\$	35,200.00
(b)	Final Design	\$	51,600.00

III. Permitting

(a)	Permitting (Hourly NTE)	\$	10,250.00
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IV. Bidding

(a)	Bidding and Award	\$	10,150.00
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III. Contract Administration

(a)	Contract Overview and Administration (Hourly NTE)	\$	28,600.00
(b)	Construction Overview (Hourly NTE)	\$	15,000.00
(c)	As-builts and Close-out Documents	\$	11,260.00

We appreciate the opportunity to present this proposal and will gladly accept a signed copy as our authorization to proceed with this project.

Sincerely,
HUSSEY, GAY, BELL & DEYOUNG, INC.



G. Holmes Bell IV, P.E.
CEO & Chairman

ACCEPTED BY: _____ DATE: _____

NAME AND TITLE: _____

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated March 28, 2023, between **CITY OF POOLER** (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new

taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor,

Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16



Hussey, Gay, Bell & DeYoung, Inc.
 Consulting Engineers
 Savannah, GA

SCHEDULE OF HOURLY RATES

Rate Effective
 3/1/2023

Principal Engineer	235.00
Professional Engineer (Testimony and Preparation)	395.00
Engineer V / Associate	215.00
Engineer IV	195.00
Engineer III	180.00
Engineer II	175.00
Engineer I	165.00
Assistant Engineer	150.00
Technician III	140.00
Technician II	130.00
Technician I	120.00
Landscape Architect	160.00
Senior Project Representative	125.00
Project Representative	110.00
Registered Land Surveyor III	190.00
Registered Land Surveyor II	165.00
Registered Land Surveyor I	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	190.00
1-Man Survey Crew	165.00
Senior Administrative	130.00
Administrative	85.00

SCHEDULE OF REIMBURSABLE RATES
January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: \$0.54 per mile

AIRFARE: Actual Cost
(Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost