



CITY of POOLER
— GEORGIA —

CITY COUNCIL
Regular Meeting – Agenda

June 5, 2023 at 4:00 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 May 15, 2023
 - B. Special Event Permit Application for Trisha Cook & Kelly Senn for July 30, 2023
 - VII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS
 - A. Ordinance O2023-05.A - To Amend Appendix A - Zoning, Article IV - Zoning Districts, Section 18 - C-1, Light Commercial District to Clarify Language Related to Allowable Acreage, and Article III - General Provisions, Section 2, Access to Public Street Required to Clarify Requirements Related to Access and Chapter 74 - Streets, Sidewalks, and Other Public Places, Art. V - Engineering Policy to Provide Provisions for Perpetual Maintenance of Developed Sites (*Second Reading; Action*)
 - B. Ordinance O2023-05.B - Amendment to The City of Pooler Code of Ordinances Appendix A - Zoning, Article III - General Provisions, to Clarify Language Related to the Display of Goods in Parking or Loading Areas and Provide for Provisions Related to Outdoor Storage and Display and Sale of Merchandise; To Address Non-Conformities and Need for Compliance (*First Reading; Public Hearing, Action*)
 - C. Ordinance O2023-05.C - Amendment to The City of Pooler Code of Ordinances Appendix A - Zoning, Article II - Definitions and Article III - General Provisions by Adding Section 32 - Horizontal Mixed-Use Development and Amending Table 4.1 - Allowed Uses by Zoning District (*First Reading; Public Hearing, Action*)

- D. Ordinance O2023-05.D - Amendment to The City of Pooler Code of Ordinances Chapter 82- Traffic and Vehicles, Article II - Stopping, Standing and Parking to Add Language Related to Parking of Commercial Vehicles (*First Reading; Public Hearing, Action*)
- E. Ordinance O2023-05.E - Amendment to The City of Pooler Code of Ordinances Appendix A - Zoning, Article V- Procedures for Administration and Enforcement, Section 5 Public Notice and Chapter 62 - Planning, Article II - Planning and Zoning Commission - Section 62-34; To Amend Language Related to Public Notice Requirements and Public Hearing Procedures (*First Reading; Public Hearing, Action*)
- F. Proclamation for Juneteenth 2023
- G. Resolution 2023-06.A - Budget Amendment 2023-01

VIII. OLD BUSINESS

- A. Zoning Map Amendment for 1703 Old Dean Forest Road from MH-3 to I-1 (PIN 5-0988-04-006)

IX. NEW BUSINESS

- A. Building Height Variance for Stonecutter Pooler Multifamily Owner, LLC (*Public Hearing, Action*)
- B. Release of Performance Bond/Acceptance of Maintenance Bond for Harmony Townhomes
- C. Acceptance of Subdivision Performance Bond/Final Plat for Harmony, Phase 7
- D. Acceptance of Subdivision Performance Bond/Final Plat for Forest Lakes, Phase 10
- E. Renewal of Annual Contract for Debris Monitoring Services and Consumer Price Index Escalation

X. EXECUTIVE SESSION

XI. ADJOURNMENT



CITY of POOLER
— GEORGIA —

CITY COUNCIL
Regular Meeting – Minutes

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

May 15, 2023 at 4:00 PM

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 4:00 p.m.

III. INVOCATION

Dr. Shirlinia Daniel gave the invocation.

IV. PLEDGE OF ALLEGIANCE

Dr. Shirlinia Daniel led the pledge.

V. ANNOUNCEMENTS

Mayor Rebecca Benton presented Susan Edwards, Senior Center Director, with a certificate commemorating her 25-year anniversary with the City. Mayor Rebecca Benton then reminded those present of the upcoming Hurricane Preparedness Workshop to be held at Pooler City Hall on Thursday, May 25 at 3:00 p.m. presented by Chatham Emergency Management Agency.

Councilmember Aaron Higgins moved to amend the agenda to reconsider New Business, Item A. Zoning Map Amendment for 1703 Old Dean Forest Road from the May 1, 2023 Council Meeting.

Motion to Amend; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Hutcherson

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

NAYS:

Councilmember Aaron Higgins moved to postpone action on New Business, Item A. Zoning Map Amendment for 1703 Old Dean Forest Road from the May 1, 2023 Council Meeting until such time that it has been advertised properly.

Motion to Postpone; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

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

NAYS:

VI. CONSENT AGENDA

- A. City Council Meeting Minutes of May 1, 2023
- B. City Council Executive Session Minutes of April 17, 2023
- C. Department Reports
 - 1. Public Works
 - 2. Finance
 - 3. Fire Department
 - 4. Police Department
 - 5. Recreation
 - 6. Planning & Zoning

Mayor Pro Tem Tom Hutcherson moved to approve the Consent Agenda subject to consideration of the amended agenda.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Hutcherson

SECONDER: Wilcher

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

NAYS:

VII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS

A. **Ordinance O2023-05.A - To Amend Appendix A, Zoning, Article IV -Zoning Districts, Section 18 - C-1, Light Commercial District, and Article III - General Provisions, Section 2, Access to Public Streets, Chapter 74 -Streets, Sidewalks, and Other Public Places, Art. V - Engineering Policy to Provide Provisions for Perpetual Maintenance of Developed Sites (*First Reading*)**

City Manager Robert Byrd presented the ordinance for consideration. Councilmember Aaron Higgins moved to approve the first reading of Ordinance O2023-05.A - To Amend Appendix A, Zoning, Article IV - Zoning Districts, Section 18 - C-1, Light Commercial District, and Article III - General Provisions, Section 2, Access to Public Streets, Chapter 74 - Streets, Sidewalks, and Other Public Places, Art. V - Engineering Policy to Provide Provisions for Perpetual Maintenance of Developed Sites. Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Williams

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

NAYS:

B. **Resolution R2023-05.A - Appointment of Directors to the City of Pooler Development Authority**

City Manager Robert Byrd presented the resolution for consideration. Councilmember Stevie Wall moved to approve Resolution R2023-05.A - Appointment of Directors to the City of Pooler Development Authority. Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Wilcher

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

NAYS:

C. **Resolution R2023-05.B - Budget Amendment 2022-02 Year-End**

City Manager Robert Byrd presented the resolution for consideration. Councilmember John Wilcher moved to approve Resolution R2023-05.B - Budget Amendment 2022-02 Year-End.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Wall

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

NAYS:

VIII. NEW BUSINESS

A. **Conditional Use Request for 134 Raymond Road (*Public Hearing*)**

City Manager Robert Byrd reported that the item had been withdrawn. Mayor Rebecca Benton opened and closed the public hearing without comment. No action was taken.

IX. ADJOURNMENT

Councilmember Stevie Wall moved to adjourn.

Motion to Adjourn; PASSED (4-2)

MOVER: Wall

SECONDER: Wilcher

AYES: Black, Hutcherson, Wall, Wilcher

NAYS: Higgins, Williams

The meeting adjourned at 4:16 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



SPECIAL EVENT PERMIT APPLICATION

1. **APPLICANT'S INFORMATION:**

Trisha Cook / Kelli Jenn Kelli@TheTrishaCookTeam.com
 Applicant's Name Email Address
920 Morgans Corner Rd Ste E, Pooler 912 737 2935
 Applicant's Home Address Telephone Number
Kelli Jenn Priscilla Kelli@TheTrishaCookTeam.com
 Contact Person/Agent Name Email Address
912 547 3362
 Contact Person/Agent Telephone Number

2. **EVENT INFORMATION:**

July 30th 2023 920 Morgans Corner Road (Parking Lot)
 Date of Event Location of Event
1pm 4pm 300-500
 Starting Time of Event Ending Time of Event Estimated # of Participants
Back To School Themed Event featuring a bouncy house, food truck, pop up vendors selling goods and service. Public Event w/ free Admission.
 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.

Kelli J 5-18-23
 Applicant's Signature Date

Date Submitted: 5/19/23 Permit #: 6404 Fee Paid: \$ 300 Council Meeting Date: 6/5/23
 Approved Denied Special Stipulations: _____

 Mayor's Signature: _____

Food Vendors

- 1) One of our sponsors is Bank South Mortgage. They will be bringing their tailgate vehicle and a grill. They will ~~beginning~~ be giving out free hot dogs and hamburgers.
- 2) Will Yum's Food Truck will be in attendance, selling food items.

COMMUNITY WIDE
BACK 2 SCHOOL
BASH

Face Painting | Bouncy House | Free Kids Hair Cuts
Food | Music | Pop Up Shops

Bookbag Giveaway

The First 250 Kids will receive a FREE
backpack filled with supplies

JULY 30th 1p - 4p

920 Morgan's Corner Rd, Pooler



Sponsored by




THE TRISHA COOK
TEAM





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"/>
Jim Ward 	5-22-23		
Comments/Concerns: <u>TRAFFIC AND PARKING CONGESTION ARE A MAJOR CONCERN. I RECOMMEND ONE off-duty OFFICER FOR TRAFFIC AND PARKING CONTROL.</u>			

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: <u>see next pg.</u>			

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>see previous pg.</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: <u>[Signature]</u>	Date: <u>5/22/23</u>	Approval: <input type="checkbox"/>	Denial: <input type="checkbox"/>
Comments/Concerns: <u>I'm concerned there isn't enough space available without impacting other businesses and traffic along Morgan Center Rd. - I would like to see a site plan of proposed layout of all the vendors/items included</u>			

(see attached)

<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: _____			

Hadassa Villafana

From: Wade Simmons
Sent: Tuesday, May 23, 2023 8:23 AM
To: Hadassa Villafana
Subject: RE: **EXTERNAL EMAIL**Re: Special Event Permit application Update - City of Pooler

Thank you, based on that and the Police Department having traffic control on site, I am approving with no additional conditions for us. We will monitor the site this year to see if the need changes for future events.

G. Wade Simmons
Fire Chief
City of Pooler
Department of Fire-Rescue Services
1093 South Rogers Street
Pooler, Georgia 31322
Office - (912)748-7012

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From: Hadassa Villafana <HVillafana@pooler-ga.gov>
Sent: Tuesday, May 23, 2023 8:11 AM
To: Wade Simmons <WSimmons@POOLER-GA.GOV>
Cc: Scott Cribbs <SCribbs@POOLER-GA.GOV>
Subject: FW: **EXTERNAL EMAIL**Re: Special Event Permit application Update - City of Pooler

Good Morning Chief Simmons:

Below you will find Trisha Cook's response to your concern about impacting other businesses in that area during her event.



HADASSA VILLAFANA
Occupational Tax Specialist
Purchasing Supervisor

100 US Highway 80 SW
Pooler, GA 31322
(912) 748-7261, ext. 109
hvillafana@pooler-ga.gov

From: Trisha Cook <trisha@thetrishacookteam.com>
Sent: Monday, May 22, 2023 10:06 PM
To: Hadassa Villafana <HVillafana@pooler-ga.gov>
Subject: **EXTERNAL EMAIL**Re: Special Event Permit application Update - City of Pooler

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

Thanks. All businesses are closed on Sundays except the Ice Cream Stop on that side of Morgan's Corner, which is essentially why we always hold events on that day of the week.

Sent from my iPhone

On May 22, 2023, at 12:26 PM, Hadassa Villafana <HVillafana@pooler-ga.gov> wrote:

<image001.gif>

Good Afternoon:

I received an auto-reply from Priscilla's email address stating that she is out of the office. Please see below regarding the special event permit application submitted recently.

<image002.jpg>

HADASSA VILFAÑA
Occupational Tax Specialist
Purchasing Supervisor

100 US Highway 80 SW
Pooler, GA 31322

(912) 748-7261, ext. 109
hvillafana@pooler-ga.gov

From: Hadassa Villafana

Sent: Monday, May 22, 2023 12:24 PM

To: priscilla@thetrishacookteam.com; Kelli Senn <kelli@thetrishacookteam.com>

Cc: Craig Bogden <CBogden@POOLER-GA.GOV>; Scott Cribbs <SCribbs@POOLER-GA.GOV>

Subject: Special Event Permit application Update - City of Pooler

Good Afternoon:

The special event permit application recently submitted for the Back2School Bash event being held on July 30th, 2023 has been reviewed by our Police chief and Fire Chief. Below you will find their recommendations:

Police: Approval recommended. Traffic and parking congestion is a major concern. I recommend one off-duty officer for traffic and parking control.

Contact: Captain Craig Bogden

Phone: (912) 748-7333

Email: cbogden@pooler-ga.gov

Fire: Unable to recommend approval or denial of application. I am concerned that there isn't enough space available without impacting other businesses and traffic along Morgans Corner Rd. I would like to see a site plan of the proposed layout of all the vendors/items included.

Contact: Deputy Chief Scott Cribbs

Phone: (912) 748-7012

Email: scribbs@pooler-ga.gov

Please be sure to comply with any and all recommendations by contacting the appropriate personnel. I will be sending a separate email with the council date information. Please let me know if you have further questions.

<image002.jpg>

HADASSA VILLAFANA
Occupational Tax Specialist
Purchasing Supervisor

100 US Highway 80 SW
Pooler, GA 31322

(912) 748-7261, ext. 109
hvillafana@pooler-ga.gov

AGENDA ITEM

Date: June 5, 2023

Subject: Amendment to City of Pooler Code of Ordinances Appendix A, Zoning, Article IV – Zoning Districts, Section 18 – C-1, Light Commercial District, and Article III – General Provisions, Section 2, Access to Public Streets, Chapter 74 – Streets, Sidewalks, and Other Public Places, Art. V – Engineering Policy to provide provisions for perpetual maintenance of developed sites. (Second Reading)

Background & Discussion

Nicole Dixon, Director of Planning & Development, presented the text amendment to the P&Z Board for their review and recommendation. Appendix A, Zoning, Article IV, Zoning Districts, Section 18, C-1, Light Commercial District, will clarify language related to allowable acreage. Article III, General Provisions, Section 2, Access to Public Streets Required will clarify requirements related to access of streets. Chapter 74, Streets, Sidewalks and Other Public Places, Article V, Engineering Policy will provide provisions for perpetual maintenance of developed sites.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

Staff recommends approval on second reading.

ORDINANCE O2023-5.A

AN ORDINANCE TO AMEND THE CITY OF POOLER CODE OF ORDINANCES APPENDIX A – ZONING, ARTICLE IV – ZONING DISTRICTS, SECTION 18 – C-1, LIGHT COMMERCIAL DISTRICT TO CLARIFY LANGUAGE RELATED TO ALLOWABLE ACREAGE AND ARTICLE III – GENERAL PROVISIONS, SECTION 2 – ACCESS TO PUBLIC STREET REQUIRED TO CLARIFY REQUIREMENTS RELATED TO ACCESS AND CHAPTER 74 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE V – ENGINEERING POLICY TO PROVIDE PROVISIONS FOR PERPETUAL MAINTENANCE OF DEVELOPED SITES; 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 IV. ZONING DISTRICTS – Section 18. C-1, light commercial district, be amended by deleting the strikethrough language as follows:

Section 18. – C-1, light commercial district.

(A) *Purpose of district.* This district is defined as an area designated for the development of light commercial properties ~~with land uses of less than two acres.~~ This district is composed of lands and structures used primarily for the retailing of goods and the furnishing of services. Regulations within this district are intended to permit and encourage full development of the necessary uses while at the same time protecting nearby residential properties from the possible adverse effects of the commercial activity. All site plans for development in the C-1 district must be submitted to the building official for review by the planning commission, and the city council for approval. See article V of this ordinance for the site plan approval process.

II

That APPENDIX A – ZONING, ARTICLE III. GENERAL PROVISIONS – Section 2. Access to public street required, be amended by deleting the strikethrough language and add the underlined text as follows:

Section 2. Access to public street required.

No building shall be constructed or erected upon a lot, or parcel of land, which does not ~~abut upon~~ have direct vehicular access to a public or privately owned street, publicly approved street, or a permanent access easement of access to a public or privately owned street. Any street or easement that provides direct access to a new development shall meet the street standards provided in the City of Pooler's Standard Specifications and Details. Such Easements providing access to a public or privately owned street for residential development shall serve no more than two lots and must shall have a minimum width of 25 feet unless an easement of lesser width was of record prior to the adoption of this ordinance; easements providing access to a public or privately owned street for non-residential development may serve two or more lots, as long as it meets the minimum standards for a marginal access or minor street. The City may require any existing access easement or street to be brought up to City standards, in whole or in part, as part of a development approval.

That CHAPTER 74 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE V. ENGINEERING POLICY, be amended by adding the following:

Section 74-143. Perpetual maintenance required.

- (a) Upon completion of construction, all privately owned infrastructure, including but not limited to road pavement, drive aisles, easements, ponds, stop signs, street name signs, lighting, etc., shall be maintained in good working order with the standards of their approval for the public's health, safety, and welfare, in perpetuity for the life of such development.
- (b) Failure to comply with perpetual maintenance shall constitute a violation of City Ordinances subject to the provisions of Sec. 1-12.
- (c) If a development is cited for violation of this Section, and until the development is brought into compliance and/or remediated, then:
 - (1) No new building permits shall be issued for new construction, additions, alterations, or expansions related to such development;
 - (2) No new Certificate of Occupancy, except for upfit of existing buildings that do not require any site improvements, shall be issued related to such development;
 - (3) A Stop Work Order may be issued until such time as the issue related to such development is addressed;
 - (4) Any other existing permits, approvals, or authorizations may be modified, suspended, or revoked, related to such development; or,
 - (5) Any combination of the above measures,

IV

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

V

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

VI

This ordinance shall be effective immediately upon its adoption by the Mayor and City Council of Pooler, Georgia.

1st Reading: _____

2nd Reading: _____

This ____ day of _____, 2023.

CITY OF POOLER, GEORGIA

Rebecca C. Benton, Mayor

Attest:

Kiley Fusco, City Clerk

Date: _____

DRAFT

AGENDA ITEM

Date: June 5, 2023

Subject: Amend the City of Pooler Code of Ordinances, Appendix A - Zoning, Article III –General Provisions, to Clarify Language Related to the Display of Goods in Parking or Loading Areas and Provide for Provisions Related to Outdoor Storage and Display and Sale of Merchandise: To Address Non-Conformities and Need for Compliance (First Reading)

Background & Discussion

The provisions will address non-conformities and need for compliance.

Planning and Zoning Recommendation:

After reviewing the criteria, P&Z recommends approval of the text amendment.

Staff Recommendation:

Staff recommends approval on first reading.

ORDINANCE O2023-05.B

AN ORDINANCE TO AMEND THE CITY OF POOLER CODE OF ORDINANCES APPENDIX A – ZONING, ARTICLE III – GENERAL PROVISIONS, TO CLARIFY LANGUAGE RELATED TO THE DISPLAY OF GOODS IN PARKING OR LOADING AREAS AND PROVIDE FOR PROVISIONS RELATED TO OUTDOOR STORAGE AND DISPLAY AND SALE OF MERCHANDISE; TO ADDRESS NON-CONFORMITIES AND NEED FOR COMPLIANCE; 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 – Section 5. Off-street parking and unloading be amended by deleting the strikethrough language and add the underlined text as follows:

- (D) *Commercial districts.* Off-street parking spaces shall be provided on every lot on which any of the following uses are hereby established. Such spaces shall include adequate maneuvering areas and shall be provided with vehicular access to a street or lane. All parking facilities shall have a base of either concrete or asphalt; pervious concrete, porous asphalt, and permeable pavers (with or without an underdrain) shall be used to the greatest extent possible. Parking lot bioswales, bioretention, and other low impact development (LID) practices shall be integrated into the parking lot design to the greatest extent possible. Parking shall be no closer than ten feet to the street, road, or rights-of-way. Parking spaces, as required as part of this section, shall not be used for the display, sale, lease, storage, dismantling, or service of any vehicles, goods, equipment, or any other supplies, unless otherwise permitted elsewhere in City code. The parking plan, including the design detail for LID practices, shall be submitted and approved by the ~~e~~City planner and city engineer prior to the issuance of a permit.

II

That APPENDIX A – ZONING, ARTICLE III. GENERAL PROVISIONS be amended by adding the following language:

Section 33. – *Outdoor display, sale, and storage of goods.*

- (A) *Purpose.* The purpose of this section is to provide standards for the outdoor display, sale, and storage of goods related to retail uses in order to promote the health, safety, and welfare of the City so as to ensure that such display, sale, or storage does not create an unsafe condition, impede pedestrian or vehicular movement or safety, or otherwise create a nuisance.
- (B) *Applicability.* The provisions of this section shall apply as an allowed accessory use to any use within the Retail Trade category when permitted to allow for the outdoor display and storage of goods and materials for sale on site. A site plan depicting the location and extent of any proposed display or storage area for any outdoor display or storage area is required.
- (C) *Definitions.*
- (1) *Display area.* Any portion of a retail trade establishment site utilized for outdoor display.

- (2) *Outdoor display.* Outdoor display shall include the outdoor display of goods actively marketed for purchase by a retail trade establishment.
 - (3) *Outdoor storage.* Outdoor storage shall include the storage of goods, products, materials, merchandise, equipment, or any other items intended for sale by a retail trade establishment.
 - (4) *Storage area.* Any portion of a retail trade establishment site utilized for outdoor storage.
- (D) *Outdoor display and sale of goods.*
- (1) Outdoor display areas shall be located immediately adjacent to the front or side of the principal building. Outdoor display areas may be located immediately adjacent to the rear of the principal building when a parking lot, building access, or roadway is located to the rear of the building.
 - (2) No outside display areas shall be located within drive aisles, parking spaces, loading zones, fire lanes, except as part of an approved temporary use.
 - (3) Display areas shall maintain a clearance area in front of the primary building entrance(s) for a depth of at least nine feet from the entrance doorways. A clearance of at least four feet shall be maintained for any additional building entrance.
 - (4) Any outdoor display areas shall be maintained with four-foot-wide obstruction-free aisles through the display area and between the building, display area, and any parking lots or sidewalks.
 - (5) The height of any outside display shall not exceed ten feet, unless approved as part of any outdoor storage area and then it shall comply with the standards of subsection (B)(4) below, however items themselves greater than ten feet shall be allowed.
- (E) *Outdoor storage of goods and materials.*
- (1) Only the storage of goods, merchandise, products, materials, or equipment related to the principal use of the property shall be allowed.
 - (2) Outside storage areas shall be obscured from view from any adjacent residential property through any combination of fencing, planters, wall, berm, landscaping or any similar feature, unless screened by any structures.
 - (3) Outdoor storage areas shall not be located in any drive aisles, parking spaces, loading zones, or fire zones.
 - (4) Items in any outside storage area shall not be stored higher than the height of the principal structure.

III

Any existing development providing outdoor storage or outdoor display, as defined in Sec. II above, prior to the effective date of this ordinance, that is otherwise not in compliance with these provisions shall be considered non-conforming. By January 1, 2025, any development that is non-conforming shall be amortized and shall be required to comply with these standards. Prior to January 1, 2025, any non-conforming development shall be eligible for a fee waiver for the site plan submittal fee in order to reduce the burden on businesses and property owners in amortizing such non-conformities.

IV

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

V

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

VI

This ordinance shall be effective immediately upon its adoption by the Mayor and City Council of Pooler, Georgia.

1st Reading: _____

2nd Reading: _____

This ____ day of _____, 2023.

CITY OF POOLER, GEORGIA

Rebecca C. Benton, Mayor

Attest:

Kiley Fusco, City Clerk

Date: _____

AGENDA ITEM

Date: June 5, 2023

Subject: Amend the City of Pooler Code of Ordinances, Appendix A - Zoning, Article II – Definitions and Article III - General Provisions by Adding Section 32 – Horizontal Mixed-Use Development and Table 4.1 – Allowed Uses by Zoning District (First Reading)

Background & Discussion

The provisions will amend Appendix A- Zoning, Article II, Definitions, add Section 32 – Horizontal Mixed-Use to Appendix A- Zoning, Article III, General Provisions and amend Appendix A, Article IV- Zoning Districts, Table 4.1, Allowed Uses by Zoning District, to include Horizontal Mixed-Use Development as a permitted use in the C-1 (Light Commercial), C-2 (Heavy Commercial) and C-P (Commercial Professional) Zoning Districts and as a conditional use in the I-1 (Light Industrial) and I-2 (Heavy Industrial) zoning districts.

Planning and Zoning Recommendation:

After reviewing the criteria, P&Z recommended approval of the text amendment.

Staff Recommendation:

Staff recommends approval on first reading.

ORDINANCE O2023-5.C

AN ORDINANCE TO AMEND THE CITY OF POOLER CODE OF ORDINANCES APPENDIX A – ZONING, ARTICLE II – DEFINITIONS AND ARTICLE III – GENERAL PROVISIONS BY ADDING SECTION 32 – HORIZONTAL MIXED-USE DEVELOPMENT AND TABLE 4.1 – ALLOWED USES BY ZONING DISTRICT; 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 II. DEFINITIONS be amended by adding the following language:

Horizontal mixed-use development. A development site developed as a single, contiguous site consisting of multiple detached buildings with differing land uses including both residential and non-residential components.

Mixed-use. Any development or building that includes residential and non-residential principal uses.

Mixed-use development. A site developed for mixed-use. Mixed-use development is typically vertically integrated within a multi-story building but may also be horizontally integrated within a single building or on a lot or development.

II

That APPENDIX A – ZONING, Article III. GENERAL PROVISIONS be amended by adding the following:

Section 32. – Horizontal mixed-use development.

(A) Applicability.

- (1) The provisions of this section shall apply to any new horizontal mixed-use development as defined in this ordinance.
- (2) Any new horizontal mixed-use development shall only be allowed as part of an approved site plan.
- (3) Any horizontal mixed-use development existing prior to May 1, 2023, shall be allowed to continue to exist without express compliance with these requirements. Any redevelopment, alteration, expansion, or extension of at least 35 percent of an existing horizontal mixed-use development shall be required to comply with these requirements.

(B) Definitions.

- (1) *Non-residential component.* The minimum required non-residential use portion related to a horizontal mixed-use development.
- (2) *Open space set-aside.* Portion of the site that is not occupied by buildings, structures, impermeable areas, or driveways, which are intended for the use and enjoyment of the

development's residents, employees, and users and is at least 500 sq feet in size and consisting of primarily pervious or semi-pervious surfaces. Open space set-aside shall include:

- a. Natural features, such as groupings of trees, areas of preserved vegetation, or natural buffers;
 - b. Recreation areas, such as gazebo and picnic areas, playgrounds or courts, parks, or other like features;
 - c. Any vegetation, tree plantings, or landscape areas not part of parking lots or other hardscapes (unless part of another identified open space set-aside); or,
 - d. Squares, forecourts, or plazas, which are framed and oriented by buildings or streets to provide gathering spaces that are not ancillary or allocated to a residential or non-residential use component, i.e., outdoor dining area or hang-out pad, unless accessible to all users of the site.
- (3) *Phasing plan.* A general development plan that identifies the sequence or phases in which the development is proposed to be accomplished, including the timing of construction of residential and non-residential components, along with all infrastructure, open space, amenities, or other proposed features associated with such.
- (4) *Residential component.* The minimum required residential use portion related to a horizontal mixed-use development. The residential component shall include apartments, condominiums, or townhouses.
- (C) *General Requirements.* Where permitted, any horizontal mixed-use development shall comply with the following requirements:
- (1) A horizontal mixed-use development shall have a minimum size requirement of at least 5 acres and a maximum size requirement of no more than 50 acres.
 - (2) A phasing plan shall be submitted as part of any application for a horizontal mixed-use development. A Certificate of Occupancy for at least one non-residential building shall be required prior to or simultaneously with the issuance of any Certificate of Occupancy for a residential building.
 - (3) A minimum of three distinct use categories shall be required for a horizontal mixed-use development, with at least one comprising the residential component and two comprising the non-residential component. The City Planner shall review and determine if the proposed uses within each component are satisfied during a pre-application meeting, prior to site plan submittal.
 - (4) No use component shall exceed 75 percent of the uses by acreage within the development.
 - (5) No use category, except for residential, shall exceed 65 percent of the total acreage of the site.

- (6) Each use category shall comprise at least 10 percent of the gross floor area of all uses.
 - (7) Any use proposed for inclusion within a horizontal mixed-use development shall comply with all use permissions and use requirements related to that use for the zoning district.
 - (8) A horizontal mixed-use development may receive a reduction in the minimum number of required parking spaces by submitting a parking demand study demonstrating that there is reasonable probability the number of parking spaces needed to serve the development is less than what would otherwise be required because of the location, nature, and mixture of uses. An alternative parking or shared parking plan shall be provided with the parking demand study.
 - (9) At least 15 percent of a horizontal mixed-use development shall be open space set-aside as defined in this section.
 - (10) The land comprising the site shall not be subdivided into separate, individual parcels, except through a horizontal property regime, condominium, land or ground lease, HOA or POA, or other similar property framework.
- (D) *Violations.* Any violation of the requirements of this section shall be subject to the provisions set forth within Article V, Section 12 of Appendix A, along with any and all applicable enforcement procedures, including Section 1-12 of the City of Pooler Code of Ordinances.

II

That APPENDIX A, ARTICLE IV. ZONING DISTRICTS, Table 4.1 *Allowed Uses by Zoning District* be amended to include “Horizontal Mixed-Use Development” as a permitted use in the C-1, Light Commercial, C-2, Heavy Commercial, and C-P, Commercial Professional, districts and as a conditional use in the I-1, Light Industrial, and I-2, Heavy Industrial, districts:

P	Permitted by Right
C	Permitted with Conditional Use Approval
	Prohibited

Table 4.1 Allowed Uses by Zoning District

Uses with NAICS Codes are found within the NAICS Manual : <https://www.census.gov/eos/www/naics/>

Uses in R-1A, R-1B, R-1C are listed in this table under R-1
 Uses in R-2A, R-2B, R-2C are listed in this table under R-2
 Uses in R-3A, R-3B, R-3C are listed in this table under R-3

*Uses in a PUD are determined case-by-case by the Board

NAICS Code	Use	R-1	R-2	R-3	R-4	MH-1	MH-2	MH-3	C-1	C-2	C-P	I-1	I-2	R-A	RA-1	RA-2	PUD*
Principal Uses																	
Principal Residential Uses																	
	Single Family Detached: Site-Built	P	P	P		P	P							P	P	P	
	Single Family Detached: Modular	P	P	P		P	P										
	Single Family Detached: Manufactured Home					P	P	P						P			
	Two Family Dwelling: Duplex		P	P										P	P	P	
	Two Family Dwelling: Modular		P	P													
	Multi Family Dwelling: Townhomes			P	P												
	Multi Family Dwelling: Apartment/Condominium			P	P				C								
	Manufactured Home Park							P									
	Residential Mixed-Use Building								P	P							
	Horizontal Mixed-Use Development								P	P	P	C	C				
	Retreat	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	

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

V

This ordinance shall be effective immediately upon its adoption by the Mayor and City Council of Pooler, Georgia.

1st Reading: _____

2nd Reading: _____

This ____ day of _____, 2023.

CITY OF POOLER, GEORGIA

Rebecca C. Benton, Mayor

Attest:

Kiley Fusco, City Clerk

Date: _____

AGENDA ITEM

Date: June 5, 2023

Subject: Amendment to The City of Pooler Code of Ordinances Chapter 82-Traffic and Vehicles, Article II – Stopping, Standing and Parking to add language related to parking of commercial vehicles (First Reading)

Background & Discussion

Chapter 82 – Traffic and Vehicles, Article II. Stopping, Standing and Parking be amended by adding the text as follows:

Section 82-45. Parking of Commercial Vehicles.

- a. It shall be unlawful to park a commercial vehicle, including but not limited to any bimodal semitrailer, semitrailer, trailer, truck tractor, or combination of such vehicles, in or upon parcels of land designated as a commercial use for a period in excess of two hours, unless such commercial vehicle is directly associated with the operation or management of the property.*
- b. Any person who parks, places, or permits a commercial vehicle to be parked for a period in excess of two hours in violation of subsection (a), shall, upon conviction, be punished as provided in section 1-12.*

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

Staff recommends approval on first reading.

ORDINANCE O2023-05.D

AN ORDINANCE TO AMEND THE CITY OF POOLER CODE OF ORDINANCES CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE II – STOPPING, STANDING AND PARKING TO ADD LANGUAGE RELATED TO PARKING OF COMMERCIAL VEHICLES; 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 CHAPTER 82 – TRAFFIC AND VEHICLES, ARTICLE II. STOPPING, STANDING AND PARKING be amended by adding the text as follows:

Section 82-45. Parking of Commercial Vehicles.

- (a) It shall be unlawful to park a commercial vehicle, including but not limited to, any bimodal semitrailer, semitrailer, trailer, truck tractor, or combination of such vehicles, in ~~commercial parking lots~~ or upon parcels of land designated as a commercial use, for a period in excess of two hours, ~~except those vehicles unless such commercial vehicle is directly associated with the operation or management of the property.~~
- (b) Any person who parks, places, or permits a commercial vehicle to be parked for a period in excess of two hours in violation of subsection (a), shall, upon conviction, be ~~punished~~ punished under as provided in section 1-12.

II

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

III

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

IV

This ordinance shall be effective immediately upon its adoption by the Mayor and City Council of Pooler, Georgia.

1st Reading: _____

2nd Reading: _____

This ____ day of _____, 2023.

CITY OF POOLER, GEORGIA

Rebecca C. Benton, Mayor

Attest:

Kiley Fusco, City Clerk

Date: _____

DRAFT

AGENDA ITEM

Date: June 5, 2023

Subject: Amend the City of Pooler Code of Ordinances, Appendix A - Zoning, Article V - Procedures for Administration and Enforcement, Section 5, Public Notice and Chapter 62 – Planning, Article II - Planning and Zoning Commission-Section 62-34 to Amend Language Related to Public Notice Requirements and Public Hearing Procedures (First Reading)

Background & Discussion

The provisions will amend language related to public notice requirements and public hearing procedures.

Planning and Zoning Recommendation:

After reviewing the criteria, P&Z recommended approval of the text amendment.

Staff Recommendation:

Staff recommends approval on first reading.

ORDINANCE O2023-5.E

AN ORDINANCE TO AMEND THE CITY OF POOLER CODE OF ORDINANCES APPENDIX A – ZONING, ARTICLE V - PROCEDURES FOR ADMINISTRATION AND ENFORCEMENT, SECTION 5, PUBLIC NOTICE AND CHAPTER 62 - PLANNING, ARTICLE II -PLANNING AND ZONING COMMISSION -SECTION 62-34 TO AMEND LANGUAGE RELATED TO PUBLIC NOTICE REQUIREMENTS AND PUBLIC HEARING PROCEDURES; 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 V. PROCEDURES FOR ADMINISTRATION AND ENFORCEMENT, Section 5 – Public Notice, be amended by deleting the strikethrough text and adding the underlined text as follows:

Section 5. Public notice.

- (C) ~~Supplemental n~~Notification to adjacent property owners. At least seven days prior, but not more than 45 days before, the date of the public hearing, a notice setting forth the date, time, and place for such public hearing shall be sent by mail by the applicant to the property owner (if not the applicant) and all owners of property located adjacent to or across a public right-of-way from the property being proposed for a zoning action. The applicant shall make all reasonable efforts to notify any resident(s) of the property of such proposed zoning action when the owner does not reside on the property. The notice will be provided to the applicant by the zoning administrator and shall also include the location of the property, its present zoning classification, and the proposed zoning action. The names and addresses of owners of such properties to be notified shall be provided by the applicant as set forth herein; provided, however, where a zoning action is initiated by the city, such names and addresses of owners of property located adjacent to or across a public right-of-way from property being proposed for rezoning shall be provided by the zoning administrator. Failure ~~to send notices or failure~~ of the property owner to receive mailed notification shall not affect the validity of any zoning action. ~~This procedure exists as a supplement to the legally required notification procedures.~~

II

That CHAPTER 62 - PLANNING, Article II. PLANNING AND ZONING COMMISSION, Section 62-34 - Organization; purpose; rules; staff; finances, be amended by deleting the strikethrough text and adding the underlined text as follows:

Sec. 62-34. Organization; purpose; rules; staff; finances.

- (a) *Organization.* The chairperson of the planning and zoning commission is the ~~city planner~~ Director of Planning and Development. The chairperson may appoint a secretary, who may be an officer or employee of the city. Should the chairperson be unable to attend a meeting, or the position of

~~city planner~~ Director of Planning and Development is not filled, the ~~City Planner zoning administrator~~ may serve as chairperson pro tem.

III

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

IV

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

V

This ordinance shall be effective immediately upon its adoption by the Mayor and City Council of Pooler, Georgia.

1st Reading: _____

2nd Reading: _____

This _____ day of _____, 2023.

CITY OF POOLER, GEORGIA

Rebecca C. Benton, Mayor

Attest:

Kiley Fusco, City Clerk

Date: _____



CITY of POOLER

— GEORGIA —

PROCLAMATION *Juneteenth 2023*

WHEREAS, Juneteenth has come to symbolize for many African Americans what the Fourth of July means for all Americans – freedom. It serves as a historical milestone reminding Americans of the triumph of the human spirit over the cruelty of slavery; and

WHEREAS, Juneteenth is one of a number of “Freedom Day” celebrations commemorating the signing of the Emancipation Proclamation of 1863, and celebrates the notification of the last enslaved people in Galveston, Texas on June 19, 1865, almost two and a half years after President Abraham Lincoln signed the Emancipation Proclamation; and

WHEREAS, Throughout our nation Juneteenth is celebrated annually as a historic and memorable tribute to our country’s African heritage; and

WHEREAS, Pooler is proud to join our nation in honoring Juneteenth to promote and enhance the unity and spiritual strength that brought African Americans out of slavery and sustained their dignity and prosperity to the present day.

NOW, THEREFORE, I, Mayor Rebecca C. Benton, Mayor of the City of Pooler, Georgia, do hereby declare June 19th, 2023, as Juneteenth in the City of Pooler, Georgia, and urge all citizens to become more aware of the significance of this celebration in African-American history and in the heritage of our nation and City.

Approved by the Mayor of Pooler on this 5th day of June 2023.



Rebecca C. Benton, Mayor

ATTEST:

Kiley Fusco, Clerk of Council

RESOLUTION Budget Amendment 2023-01

WHEREAS the 2023 annual budget for the General Fund, Special Revenue Funds, Capital Projects Funds, and the Water/Sewer Fund of the City of Pooler was adopted on December 19, 2022, and

WHEREAS it is necessary to amend said Budget, now

THEREFORE, BE IT RESOLVED by the Pooler City Council, that the following amendments to the annual budget be made:

Increase (decrease) general fund revenue and appropriations as follows:

Source:	Amount	Explanation
Property tax	\$ 400,000	Growth in tax digest more than estimated
Local option sales tax	811,535	LOST revenue trending higher than estimated
Alcoholic beverage excise tax	23,255	Revenue trending higher than estimated
Insurance premium tax	100,000	Increase in original estimate
State grants - capital	(250,000)	LMIG proceeds moved to fund 350
Interest revenue	40,000	Revenue trending higher than estimated
Use:		
Roads and streets	811,535	Increase in roadside mowing contract
Roads and streets	(83,000)	Current year required LMIG match
Parks	314,225	Amendment #1 to roadside mowing contract
Transfer to fund 350	82,030	Transfer current year required LMIG match to fund 350
Transfer to fund 350	794,655	Net increase in interfund transfer to fund 350
Fund balance	<u><u>\$ (794,655)</u></u>	Use of fund balance

The above additional general fund appropriations are funded by unanticipated revenues and fund balance.

Increase (decrease) local resources fund revenue and appropriations as follows:

Source:	Amount	Explanation
State grants - capital	\$ 273,435	LMIG proceeds moved from fund 100
Damaged property recovery	44,315	Police cruiser totaled in November 2022
Transfer from fund 100	876,685	Required LMIG match/net increase in interfund transfer
Sale of surplus property	31,825	Auction proceeds
Use:		
City manager	4,805	Vehicle price increase over original estimate
Police	47,145	Replacement vehicle for above cruiser
Roads and streets	1,144,235	2023 paving project
Canal maintenance	30,075	2012 Freightliner Cascadia truck
Fund balance	<u><u>\$ -</u></u>	No use of fund balance

The above additional local resources fund appropriations are funded by unanticipated revenues and an increase in interfund transfers from the general fund.

Approved by the Mayor and Council of Pooler on the 5th day of June 2023.

Rebecca Benton, Mayor

Attested by:

Kiley Fusco, City Clerk

AGENDA ITEM

Date: June 5, 2023

Subject: Zoning Map Amendment of 1703 Old Dean Forest Road from MH-3 to I-1 (PIN # 5-0988-04-006)

Background & Discussion:

Attorney Robert McCorkle, with McCorkle, Jonson, and McCoy, presented the map amendment for 1703 Old Dean Forest Road from MH-3 (Manufactured Home) Zoning District to I-1 (Light Industrial) Zoning District to the P&Z Board for their review and recommendation. Mr. McCorkle stated that the surrounding areas are zoned industrial. Therefore, in his opinion, allowing this to be rezoned to industrial would be consistent with all the other properties. This site consists of 4.15 acres and is currently developed as Bashlor's Mobile Home Park. The intended use is a truck terminal yard.

Adjacent property owners were notified on April 14, 2023.

Savannah Morning News was notified on April 13, 2023.

Sign posted on April 13, 2023.

Planning and Zoning Recommendation:

After reviewing the criteria, P&Z recommends approval of the zoning map amendment of 1703 Old Dean Forest Road.

Staff Recommendation:

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

MAYOR
Rebecca C. Benton

CITY MANAGER
Robert H. Byrd, Jr.

CITY ATTORNEY
Craig Call



CITY of POOLER
— GEORGIA —

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

DATE: May 2, 2023

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

RE: Petition for Zoning Map Amendment

PIN: 5-0988-04-006

OWNER: Old Dean Forest Properties, LLC

Old Dean Forest Properties, LLC has petitioned the City of Pooler to rezone approximately 4.15 acres located at 1503 Old Dean Forest Road (Bashlor's Mobile Home Park) from MH-3 (Manufactured Home Park) Zoning District to I-1 (Light Industrial) Zoning District.

The Official Public Hearing before the Mayor and Council is scheduled for Monday, June 5, 2023 at 4:00 p.m. The petitioner and any private individual shall be entitled to present evidence concerning the "Zoning Map Amendment" before the 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 230383)

Sincerely,

Kimberly Dyer, Zoning Administrator

CC: File

City of Pooler

Zoning Map Amendment Application

Date: 3/20/23 File #: 230383

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: Robert L. McCorkle, III
2. Address of owner/authorized agent: 319 Tattnall Street, Savannah, Georgia 31401
3. Telephone number of owner/agent: (912) 232-6141
4. Have any previous applications been made for a text or map amendment affecting these same premises? Yes or No
5. If yes, give file number, date and action taken: _____
(If exact file number, date or action is not known, please give approximate date of previous application.)

Action Requested

Information Required:

1. General location of property (the area) street number and location with respect to nearby public roads in common use: 1703 Old Dean Forest Road
2. Legal description of property (name of subdivision, block and lot number): _____
3. PIN #: 50988 04006
4. Zone Classification: Present M-H-3 Requested: I-1
5. Owner of property: (If same as applicant, leave blank) Old Dean Forest Properties, LLC
6. Address of owner: 1 Savannah Square, Unit 52, Savannah, Georgia 31406
7. Telephone number of owner: _____
8. Total area of property: (acres or approximate sq. feet) 4.15 acres
9. Existing land use (specify such as grocery store, single-family residence, vacant land, etc.) _____
Bachlors Mobile Home Park
10. Desire land use (specify such as residence, grocery store, mobile home park, etc.) _____
Truck Transportation (484)

Reasons and Certifications

(Required for all amendments)

- Reasons for requesting change of zoning map which would support the purposes of the zoning program: This area is industrial with all surrounding properties on all sides of this property being zoned industrial.

EXHIBIT "A"

ALL that certain lot, tract or parcel of land situate, lying and being on the western side of Dean Forest Road in Chatham County, Georgia, having a frontage on Dean Forest Road of 153.5 feet, being the southern part of Parcel 3 of a portion of the Lovell Company Tract, and being bounded eastwardly by said road, southwardly by Parcel 2 of a portion of the Lovell Company Tract, westwardly by Country Homes Subdivision, and northwardly by the remainder of said Parcel 3, all as described in a plat of a part of Parcel 3 of a portion of the Lovell Company Tract surveyed for James W. Bashlor by Robert D. Gignilliat, Jr., December 1, 1968, which plat is recorded in Plat Book S, folio 277, Chatham County records, specific reference being hereby made thereto, and being the same property conveyed to James W. Bashlor and Juanita E. Bashlor by J. Ralph Connor and Anna S. Connor by warranty deed dated November 27, 1964, and recorded in Deed Book 87-J, folio 219, Chatham County records; and also including the water systems, mail boxes, lighting systems and any and all signs erected thereon.



1703 dean forest



Show search results for 170...



R-A-2

I-1

M-H-3

POOLER

-81.199 32.

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CLICK HERE to reload previous map location !



SECTION 10. STANDARDS FOR ZONING ORDINANCE OR MAP AMENDMENT

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

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



LOCAL GOVERNMENT OFFICIAL DISCLOSURE OF FINANCIAL INTERESTS

With respect to the following requests made by:

Old Dean Forest Properties, LLC has petitioned the City of Pooler to rezone approximately 4.15 acres located at 1703 Old Dean Forest Road (Bashlor's Mobile Home Park) from MH-3 (Manufactured Home Park) Zoning District to I-1 (Light Industrial) Zoning District.

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

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

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

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

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

Signature

Date

AGENDA ITEM

Date: June 5, 2023

Subject: Building Height Variance for Stonecutter Pooler Multifamily, LLC

Background and Discussion:

Brian Clouser, with Kimley-Horn, presented the variance to the P&Z Board for their review and recommendation. Stonecutter Pooler Multifamily, LLC is requesting a building height variance due to the elevation change between the project site and Pooler Parkway. The intent is to mitigate visual hardship by increasing the building(s) height to 60'. This would provide for a visible representation of surrounding product types, as well as achieve a more aesthetic architectural appeal. The site is in the SW quadrant of Pooler Parkway and Westbrook Lane, within the Savannah Quarters Planned Unit Development. The maximum allowable height within the PUD is 50'. The current property is 24 acres and will consist of 288 multifamily units, including a clubhouse and a pool. There were several adjacent property owners that appeared before the board in opposition. Some of the concerns included the potential increase in traffic, noise, lighting, the number of proposed units and the number of apartment complexes already in the area. Brian Crooks, City Planner, reminded the board that this parcel is zoned R3-C, and the density is, 20 units per acre.

The adjacent property owners were notified on May 9, 2023.
Advertisement in the Savannah Morning News on May 11, 2023.
The property was posted on May 12, 2023.

Planning and Zoning Recommendation:

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

Staff Recommendation:

Staff concurs with P&Z and recommends review of the criteria for granting a variance prior to making a decision.

MAYOR
Rebecca C. Benton

CITY MANAGER
Robert H. Byrd, Jr.

CITY ATTORNEY
Craig Call



CITY of POOLER
— GEORGIA —

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

DATE: May 9, 2023

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

RE: Building Height Variance

PIN#: 5-1009-01-040

OWNER: Stonecutter Pooler Multifamily Owner, LLC

Stonecutter Pooler Multifamily Owner, LLC has petitioned the City of Pooler for a 10' building height variance to allow construction of 288 multifamily units to be built to a height of 60'. According to Appendix A, Zoning, Article III, Section 6, Schedule of Development Regulations, the maximum height of a building within an R-3C Zoning District is 50'. The site is in the southwest quadrant of Pooler Parkway and Westbrook Lane. The site is bound by Pooler Parkway right-of-way to the northeast, Westbrook Lane right-of-way to the northwest, and Savannah Quarters to the south and southeast. The site is currently zoned Planned Unit Development under the Savannah Quarters PUD agreement.

Notice is hereby given that a meeting has been scheduled before the Planning and Zoning Commission on Monday, May 22, 2023 at 3:00 p.m. The official Public Hearing before the Mayor & Council is scheduled for Monday, June 5, 2023 at 4:00 p.m. The petitioner and any private individual shall be entitled to present evidence concerning the variance request before the Planning and Zoning Commission and/or Mayor and Council. If you plan to speak at the Official Public Hearing, please complete and submit by mail or email a 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 # 230650)

Kimberly Dyer, Zoning Administrator



File # 230650

Variance Application

Applicant Information

Applicant Kimley-Horn by Rusty Windsor, PE

Mailing address 554 East Gordon Street

City Savannah State GA Zip 31401

Telephone (912) 224-2528 Fax () _____

Property Ownership

Property Owner(s) Stonecutter Pooler Multifamily Owner LLC

Mailing address 591 Browns Cove Road, Unit G

City Ridgeland State SC Zip 29936

Telephone (843) 940-8200 Fax () _____

Contact Person

Contact Person(s) Rusty Windsor, PE

Mailing address 554 East Gordon Street

City Savannah State GA Zip 31401

Telephone (912) 224-2528 Fax () _____ E-mail rusty.windsor@kimley-horn.com

* 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.

Request

Location address Pooler Parkway, Pooler, GA 31322

Current Zoning PUD (Savannah Quarters) Present use Multi-family, R-3C

Purpose of the Variance request. 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:

Due to the elevation change between Pooler Parkway and the project site directly adjacent thereto, the applicant would like to mitigate a visual hardship by increasing the building(s) heights to sixty feet (60'). This will provide for a visible representation similar to surrounding product types, as well as achieve a more aesthetic architectural appeal. We respectfully request a variance for our building(s) heights not to exceed sixty feet (60').

PIN = 5-1009-01.040

Rec. 5/3/23

1

PROJECT NARRATIVE

Stonecutter Pooler Multifamily Owner LLC is requesting a building height variance due to the elevation change between the project site and Pooler Parkway. The intent is to mitigate a visual hardship by increasing the building(s) heights to sixty feet (60'). This would provide for a visible representation similar to surrounding product types, as well as achieve a more aesthetic architectural appeal.

The site is located in the southwest quadrant of Pooler Parkway and Westbrook Lane. The site is bound by Pooler Parkway right of way to the northeast, Westbrook Lane right of way to the northwest, and Savannah Quarters to the south and southeast and is currently zoned Planned Unit Development (PUD) under the Savannah Quarters PUD agreement.

The current property is 24.0 acres. The development is proposed to disturb approximately 19 acres and will contain 288 multifamily units to include a single clubhouse and pool. The project also includes the construction of stormwater management facilities and infrastructure, utility connections, and driveway access onto Pooler Parkway. A lighting plan has been requested from GA Power.





May 4, 2023

City of Pooler
100 SW US Hwy 80
Pooler, Ga 31322

To whom it may concern:

On behalf of the Blakely Commons board, we aware of the Building Height variance being applied for by Stonecutter Pooler Multifamily Owner LLC at the parcel defined as Tract 6-1, the Southwest Quadrant of Savannah Quarters, Parcel ID # 5100901041 and supports the applicant increasing building heights, not to exceed sixty feet (60').

If you have any questions, please let me know.

Sincerely,

Angie Germonprez, CAM
Blakely Commons POA
Business Development Manager
Community Director

This 4th day of May, 2023

Witness

Notary Public

Emily Humdon
NOTARY PUBLIC
Chatham County
State of Georgia
My Comm. Expires December 20, 2024

VARIANCE STANDARDS

After an application has been submitted to the Building Official, reviewed by the Planning Commission, and a public hearing has been held by the Mayor and Council, the Mayor and Council may grant a variance from the strict application of the provisions in this ordinance only if at least two of the following findings are made:

- That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, peculiar to the particular property.
- That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the zoning ordinance, without undue hardship to the property.
- That granting the variance will not result in authorization of a use not otherwise permitted in the district in which the property is located or cause substantial detriment to the public good.

I have received a copy of the standards for consideration of my variance request and understand that the Mayor & Council may grant my variance only if my request meets two of these standards.



LOCAL GOVERNMENT OFFICIAL DISCLOSURE OF FINANCIAL INTERESTS

With respect to the following requests made by:

Stonecutter Pooler Multifamily Owner, LLC has petitioned the City of Pooler for a 10' building height variance to allow construction of 288 multifamily units to be built to a height of 60'. According to Appendix A, Zoning, Article III, Section 6, Schedule of Development Regulations, the maximum height of a building within an R-3C Zoning District is 50'. The is in the southwest quadrant of Pooler Parkway and Westbrook Lane. The site is bound by Pooler Parkway right-of-way to the northeast, Westbrook Lane right-of-way to the northwest, and Savannah Quarters to the south and southeast. The site is currently zoned Planned Unit Development under the Savannah Quarters PUD agreement.

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.



Campaign Contribution Disclosure Form (Rezoning Action Opponent)

Page 1 of 1

Updated MAY 2023

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. Rezoning action opponent disclosures shall be filed at least five calendar days prior to the first hearing. If additional space is needed, please attach a second form.

Hearing Information

Opposition StoneCutter Pooler Moti
 Rezoning Action/Agenda Item

6-5-23 4:00
 Planning & Zoning Public Hearing/Meeting Date and Time

6-5-23 4:00
 City Council Public Hearing/Meeting Date and Time

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 any campaign contributions to one or more Pooler City Official(s) over 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) over the past two years that, when combined, total an amount greater than \$250.00
My contribution information is listed below:

City Official Name	Title	Dollar Value	Description of Gift >\$250

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

JAMES McQUEWEEY [Signature] 6-1-23
 Applicant Name Applicant Signature Date

Campaign Disclosure Form

Agenda Item: Building Height variance for StoneCrest Pooler Multifamily Owner
Variance Request PUD Savannah Quarters

288 multifamily units Southwest quadrant of Pooler Parkway & Westbrook Lane

(PIN # 5-1009-01-040) (Project # 230650)

Date of Public Hearings: Planning & Zoning - May 22, 2023

Mayor & Council - June 5, 2023

Have you made campaign contributions to one or more Pooler City Official(s), including any member(s) of the Planning Commission, 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), including any member(s) of the Planning Commission, during the past two years that when combined total an amount greater than \$250.00.

Yes. I have made campaign contributions to any Pooler City Official(s), including any member(s) of the Planning Commission, during the past two years that when combined total an amount greater than \$250.00.

Name of City Official	Title	Dollar Value of Contribution	Description of each gift having a value above \$250.00
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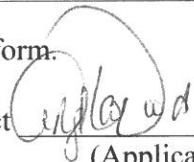
1. _____

2. _____

3. _____

If more space is needed, attach another copy of this form.

I attest that all the information provided is true to fact


(Applicant's signature)

Date: 5/22/2023

Building	Visible Roof Area of Front Elevation	Visible Roof Area Above 50'	% Above 50'	Visible Roof Area Above 55'	% Above 55'
Building 1	2402	973	40.5%	40	1.7%
Building 2	1735	279	16.1%	0	0.0%
Building 3	2088	346	16.6%	0	0.0%
Building 4	1381	213	15.4%	0	0.0%



**BUILDING TYPE 1
ELEVATION
SCALE: 1/16" = 1'**

SCHEMATIC DESIGN
 005222
 PROGRESS REVIEW 4/26/2023

BLAKELY COMMONS
 LOGAN DEVELOPERS INC.
 Pooler, GA





POOLER PARKWAY
ELEVATION: 25.20
FINISH FLOOR
ELEVATION: 19.00

BUILDING TYPE 2
ELEVATION
SCALE: 1/16" = 1'



POOLER PARKWAY
 ELEVATION: 25.20
 FINISH FLOOR
 ELEVATION: 19.00

BUILDING TYPE 3
ELEVATION
 SCALE: 1/16" = 1'



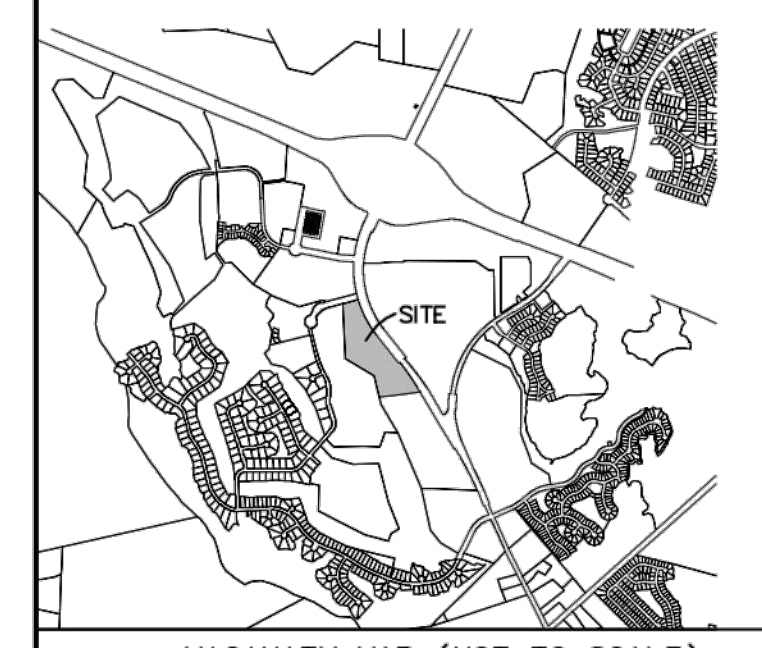
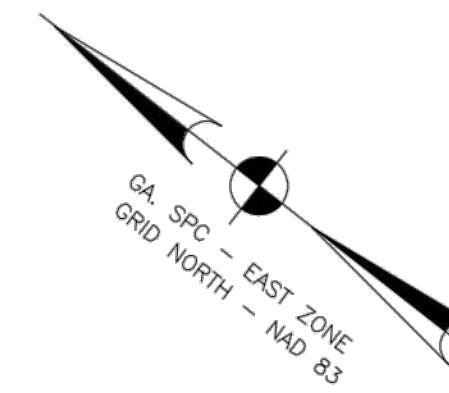
NOTES:

- BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 AND WERE ESTABLISHED USING RTK GPS WITH A VRS NETWORK.
- FIELD EQUIPMENT USED FOR THIS SURVEY: GEOMAX ZOOM 90 CARLSON BRX7 RTK GPS WITH VRS NETWORK (eGPS SOLUTIONS)
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A RELATIVE POSITIONAL TOLERANCE OF 0.05 FEET AT THE 95% ACCURACY CONFIDENCE LEVEL AND WAS ADJUSTED USING LEAST SQUARES.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 135,465 FEET.
- THIS SURVEY AND ALL SUBSEQUENT REVISIONS ARE BASED SOLELY ON FIELD WORK THAT WAS COMPLETED ON 09/26/2022 (UNLESS OTHERWISE NOTED). SHUPE SURVEYING COMPANY, P.C. IS NOT RESPONSIBLE FOR ANY CHANGES TO SITE CONDITIONS AFTER THIS DATE.
- THE ADJOINING PROPERTY INFORMATION AND CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN ON THIS SURVEY WERE TAKEN FROM THE CHATHAM COUNTY GIS WEBSITE (SAGIS.ORG) AND COURTHOUSE RESEARCH. THE CURRENT OWNER IS SOUTHWEST QUADRANT DEVELOPMENT COMPANY LLC (DEED BOOK 209A PAGE 330).
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE EXAMINATION.
- ACCORDING TO F.I.R.M. MAP NO. 13051C0, PANEL 1086 & 1096, EFFECTIVE DATE 08/06/2018, IT IS MY OPINION THAT THE PROPERTY SHOWN ON THIS PLAT LIES WITHIN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA.

ZONE X (UNSHADED) - AREAS OF MINIMAL FLOOD HAZARD.
- FRESHWATER WETLANDS MAY BE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL. FRESHWATER WETLANDS WERE NOT SURVEYED AS PART OF THIS PROJECT.
- FRESHWATER WETLANDS AND SALT MARSHES AND COASTAL MARSHLANDS PROTECTION ACT (CMPA) LINE, SHORE PROTECTION ACT (SPA) LINE SHOWN ON THIS SURVEY WERE TAKEN FROM REFERENCE #1 AND WERE NOT VERIFIED AS PART OF THIS PROJECT.
- THE TERM "CERTIFICATION" AS USED IN BOARD RULE 180-6-.09(2) AND (3) AND RELATING TO PROFESSIONAL SURVEYING SERVICES AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11) SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THE LOCATION OF THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND, READILY VISIBLE STRUCTURES (MANHOLES, VALVES, POLES, ETC.). THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN HEREON COMPRISE ALL UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UTILITIES NOT OBSERVED OR LOCATED MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2034.12'	756.88'	752.52'	S 27°13' E	2119'10"
C2	2034.12'	689.39'	686.09'	S 26°20'11" E	1925'06"
C3	2034.12'	67.49'	67.49'	S 36°59'46" E	154'04"
C4	5659.44'	598.85'	598.57'	N 34°57'56" W	6'03'46"

LINE	BEARING	DISTANCE
L1	S 31°26'44" E	32.50'
L2	S 58°33'44" W	37.25'
L3	N 31°26'16" W	49.50'
L4	N 58°33'44" E	37.24'
L5	S 31°26'44" E	49.50'
L6	S 58°33'44" W	20.00'
L7	N 58°33'44" E	55.01'
L8	S 31°26'16" E	104.50'
L9	S 58°33'44" W	5.00'
L10	S 31°26'45" E	5.01'
L11	S 58°33'15" W	50.00'
L12	N 31°26'44" W	99.50'



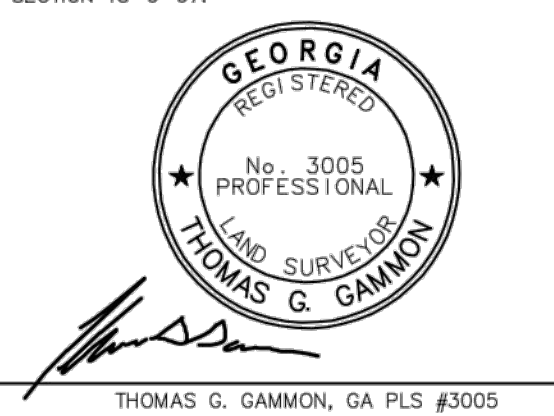
THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF SHUPE SURVEYING COMPANY, P.C. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF SHUPE SURVEYING COMPANY, P.C. UNLESS THIS DOCUMENT BECOMES A MATTER OF PUBLIC RECORD, ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

- LEGEND:**
- R/W CMF CONCRETE MONUMENT FOUND
 - IRF 1/2" IRON REBAR FOUND
 - × NMC NON-MONUMENTED CORNER
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT

- REFERENCES:**
- PB 12P PG 195
 - PB 16P PG 75
 - PB 16P PG 99
 - PB 20P PG 41G
 - PB 28S PG 50
 - PB 52 PB 729

SURVEYORS RECORDING CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



NO.	REVISION	BY	DATE

A BOUNDARY RETRACEMENT OF

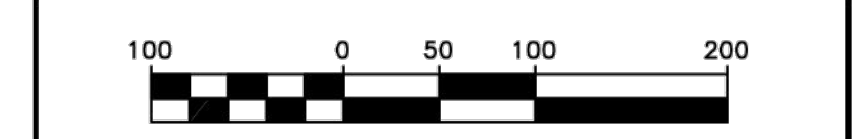
TRACT 6-1
THE SOUTHWEST QUADRANT OF SAVANNAH QUARTERS

7TH G.M.D.
 CITY OF POOLER
 CHATHAM COUNTY, GEORGIA

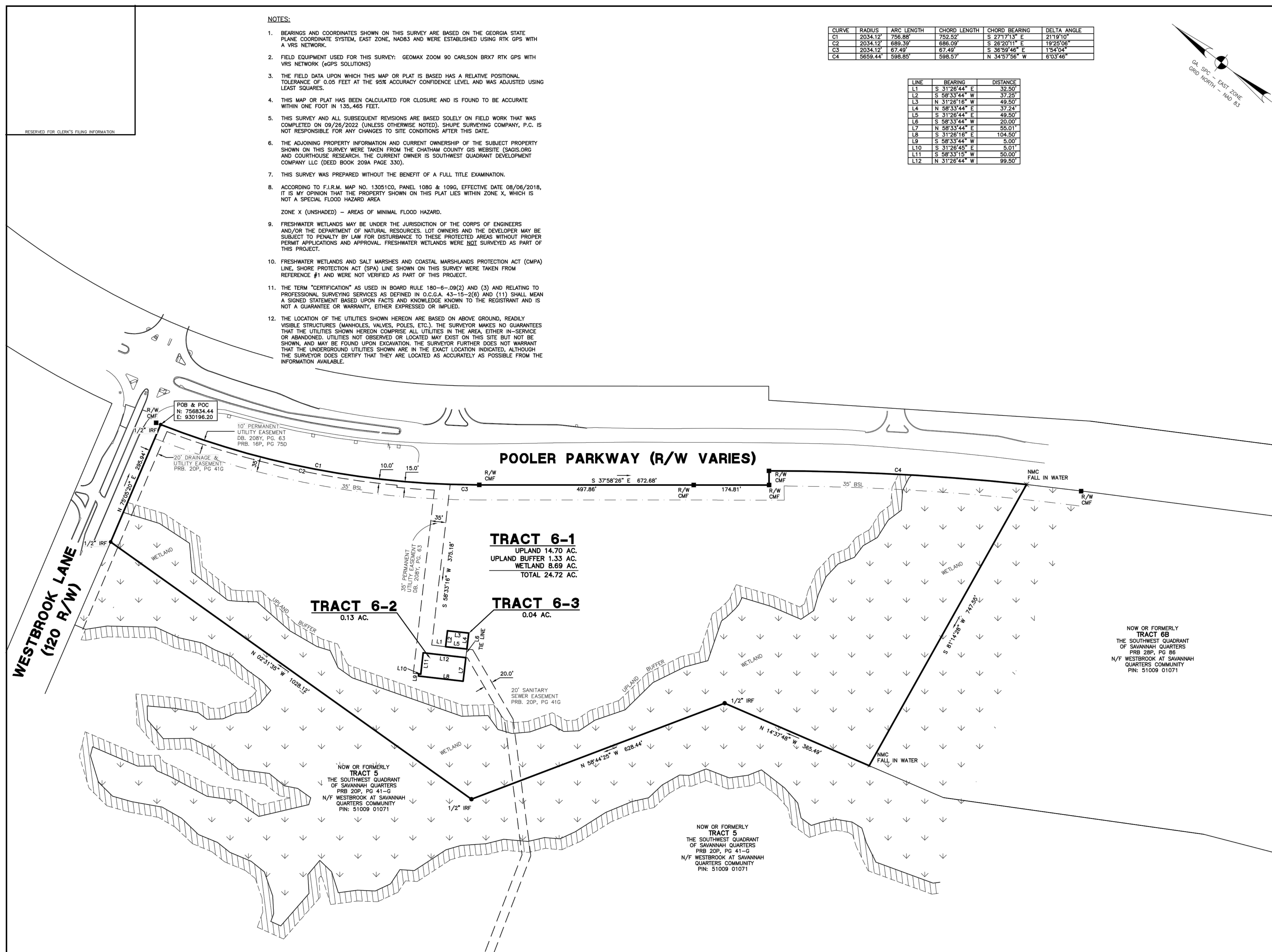
PREPARED FOR:
 LOGAN DEVELOPERS INC

SHUPE SURVEYING COMPANY, P.C.
 130 CANAL STREET, SUITE 501
 POOLER, GA 31322
 912-265-0662

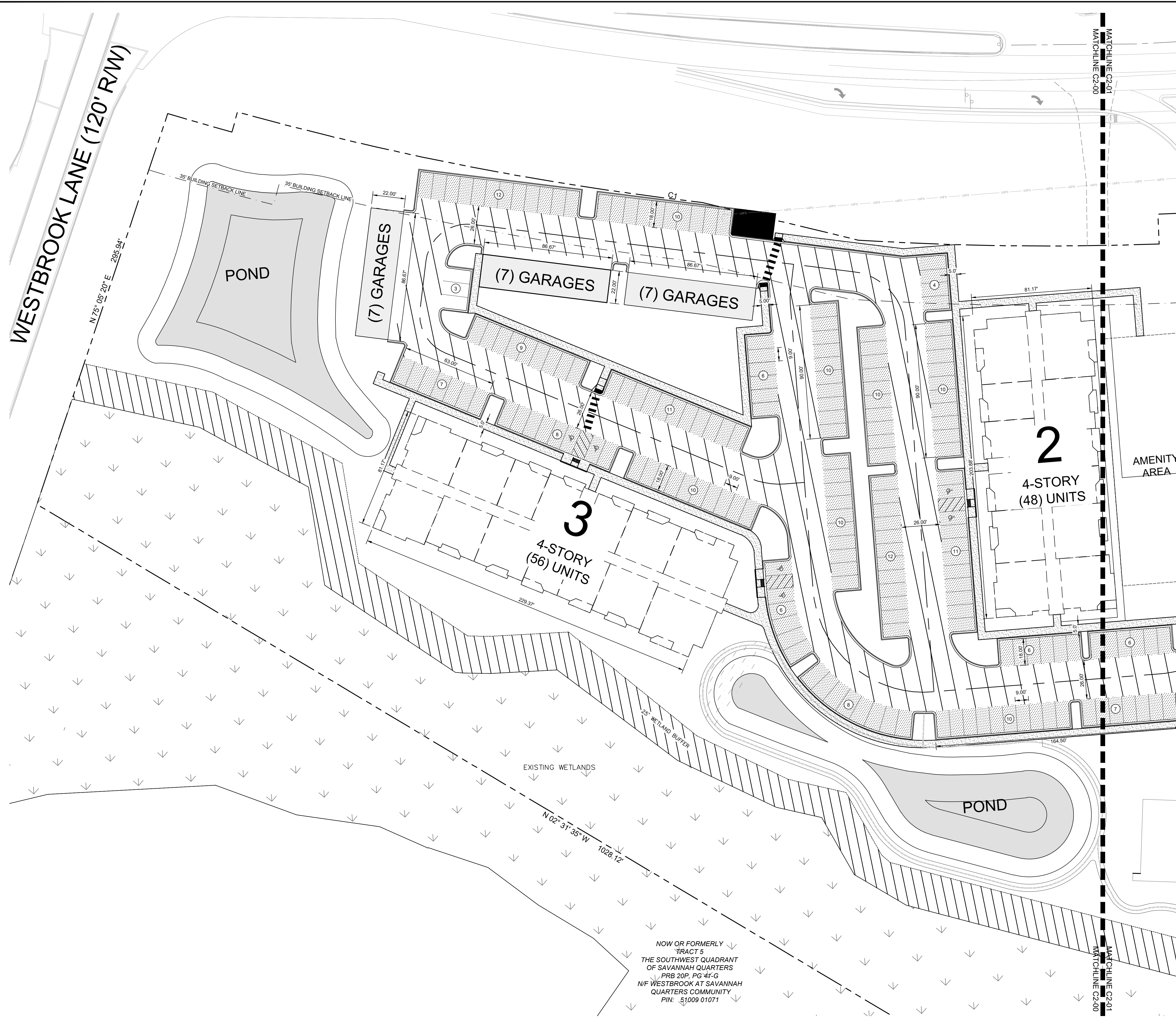
CERTIFICATE OF AUTHORIZATION: LSP317



SCALE 1" = 100'
 FILE 22552 DRAWING DATE 09/28/2022
 DRAWING 22552 CREW CHIEF TGG
 SHEET 1 OF 1



RESERVED FOR CLERK'S FILING INFORMATION



NOW OR FORMERLY
TRACT 5
THE SOUTHWEST QUADRANT
OF SAVANNAH QUARTERS
PRB 20P, PG 44-G
N/W WESTBROOK AT SAVANNAH
QUARTERS COMMUNITY
PIN: 51009 01071

DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING: PUD (SAVANNAH QUARTERS)
PROPOSED ZONING: PUD (SAVANNAH QUARTERS)

IMPERVIOUS AREA = 8.35 ACRES (34.8%)
PERVIOUS AREA = 15.65 ACRES (65.2%)

GREEN AREA = 15.65 ACRES (65.2%)
OPEN AREA = 15.65 ACRES (65.2%)

TOTAL DISTURBED AREA: 19.03 ACRES

BUILDING SETBACK:
FRONT: 35 FT

PROPOSED LAND USES & DENSITIES:
MULTIFAMILY RESIDENTIAL 288 UNITS

PARKING SUMMARY:

REQUIRED PARKING:
MULTIFAMILY RESIDENTIAL (288 UNITS) 504 SPACES (1.75/UNIT)

PROPOSED PARKING:
MULTIFAMILY RESIDENTIAL 504 SPACES (TOTAL)
STANDARD 504 SPACES (1.75/UNIT)
GARAGE 426 SPACES
HANDICAP 63 SPACES
15 SPACES

- SITE NOTES:**
1. THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY PLANWORX ARCHITECTURE, DATED 02/03/2023 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
 2. EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY FILE PROVIDED BY SHUPE SURVEYING COMPANY, P.C., DATED 09/28/2022.
 3. ALL DIMENSIONS ARE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 4. SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
 5. ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
 6. REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.

SITE PLAN LEGEND:

	PROPERTY LINE
	STANDARD DUTY ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	STANDARD DUTY CONCRETE SIDEWALK
	HEAVY DUTY CONCRETE PAVEMENT
	TRAIL
	GRAVEL
	PARKING COUNT

GEORGIA811
Utility Protection Center
Know what's below.
Call before you dig.

GRAPHIC SCALE IN FEET
0 15 30 60

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
554 E. GORDON STREET
SAVANNAH, GA 31401
PHONE: (912) 231-4384
WWW.KIMLEY-HORN.COM

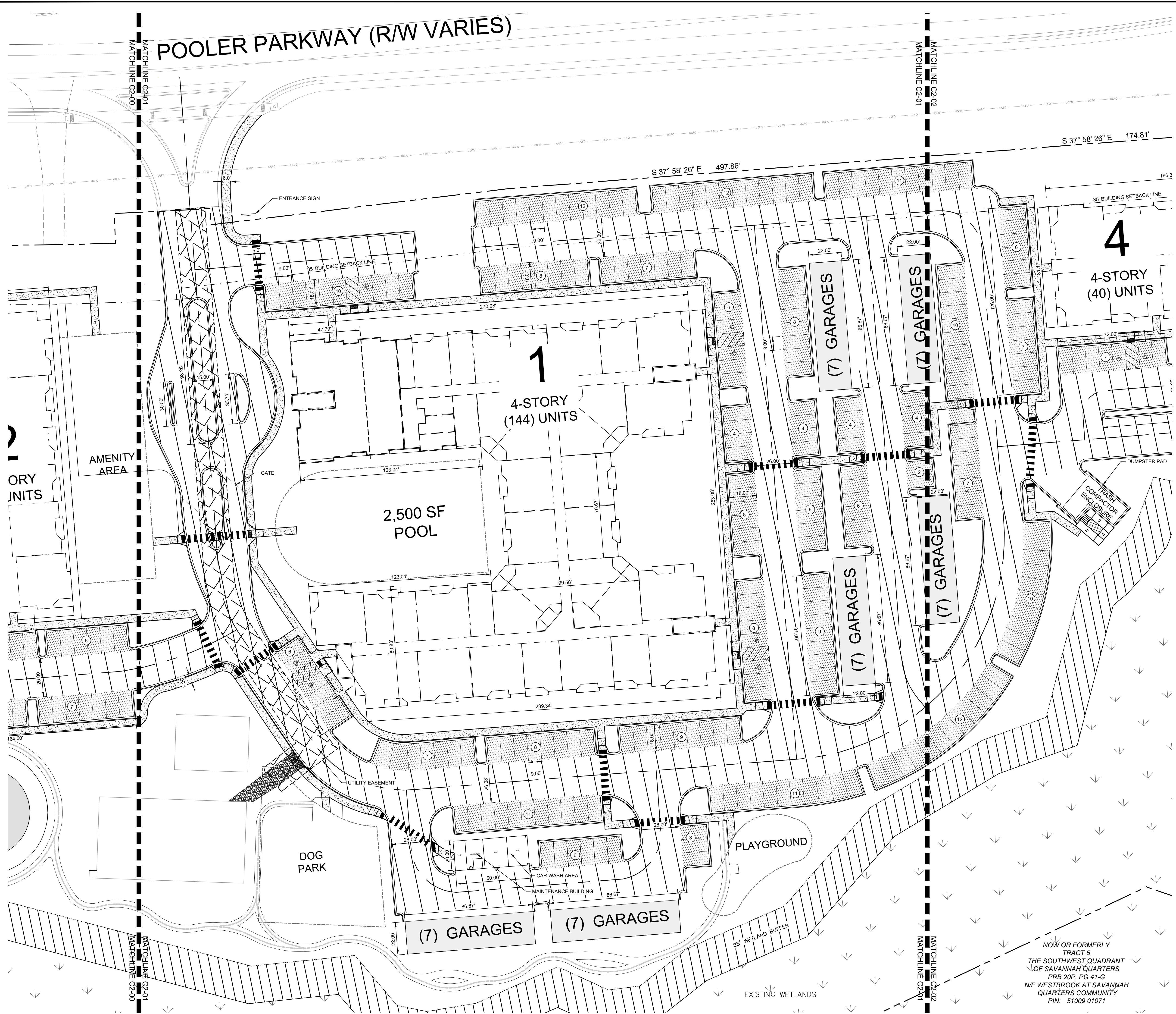
PREPARED FOR
LOGAN HOMES SC
991 BROWNS COVE RD.
RIDGELAND, SC 29936
PHONE: (910) 742-6472

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
BLAKELEY COMMONS
POOLER PKWY., POOLER, GA 31322
PARCEL ID: 51009 01041

GSWCC NO. (LEVEL II) 0000073900
DRAWN BY C.J.
DESIGNED BY DV
REVIEWED BY JW
DATE 04/24/2023
PROJECT NO. 014977000
TITLE
SITE PLAN
SHEET NUMBER
C2-00

Drawing name: K:\SAV_Civil\14977000_Blakeley_Commons_Logan_Homes\CAD\Plansheets\C2-00 - SITE PLAN.dwg C2-01 SITE PLAN.dwg Apr 24, 2023 8:17am by dawson.vaughn



DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	PUD (SAVANNAH QUARTERS)
PROPOSED ZONING:	PUD (SAVANNAH QUARTERS)
IMPERVIOUS AREA =	8.35 ACRES (34.8%)
PERVIOUS AREA =	15.65 ACRES (65.2%)
OPEN AREA =	15.65 ACRES (65.2%)
TOTAL DISTURBED AREA:	19.03 ACRES
BUILDING SETBACK:	35 FT
FRONT:	35 FT

PROPOSED LAND USES & DENSITIES:

MULTIFAMILY RESIDENTIAL	288 UNITS
-------------------------	-----------

PARKING SUMMARY:

REQUIRED PARKING:	
MULTIFAMILY RESIDENTIAL	504 SPACES (1.75/UNIT)
PROPOSED PARKING:	504 SPACES (TOTAL)
MULTIFAMILY RESIDENTIAL	504 SPACES (1.75/UNIT)
STANDARD	426 SPACES
GARAGE	63 SPACES
HANDICAP	15 SPACES

- SITE NOTES:**
- THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY PLANWORX ARCHITECTURE, DATED 02/03/2023 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
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 - ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
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SITE PLAN LEGEND:

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	STANDARD DUTY ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	STANDARD DUTY CONCRETE SIDEWALK
	HEAVY DUTY CONCRETE PAVEMENT
	TRAIL
	GRAVEL
	UTILITY EASEMENT
	PARKING COUNT

Kimley Horn
 PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.
 554 E GORDON STREET
 SAVANNAH, GA 31401
 PHONE: (912) 231-4384
 WWW.KIMLEY-HORN.COM

LOGAN HOMES SC
 591 BROWNS COVE RD.
 RIDGELAND, SC 29936
 PHONE: (910) 742-6472

NO.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

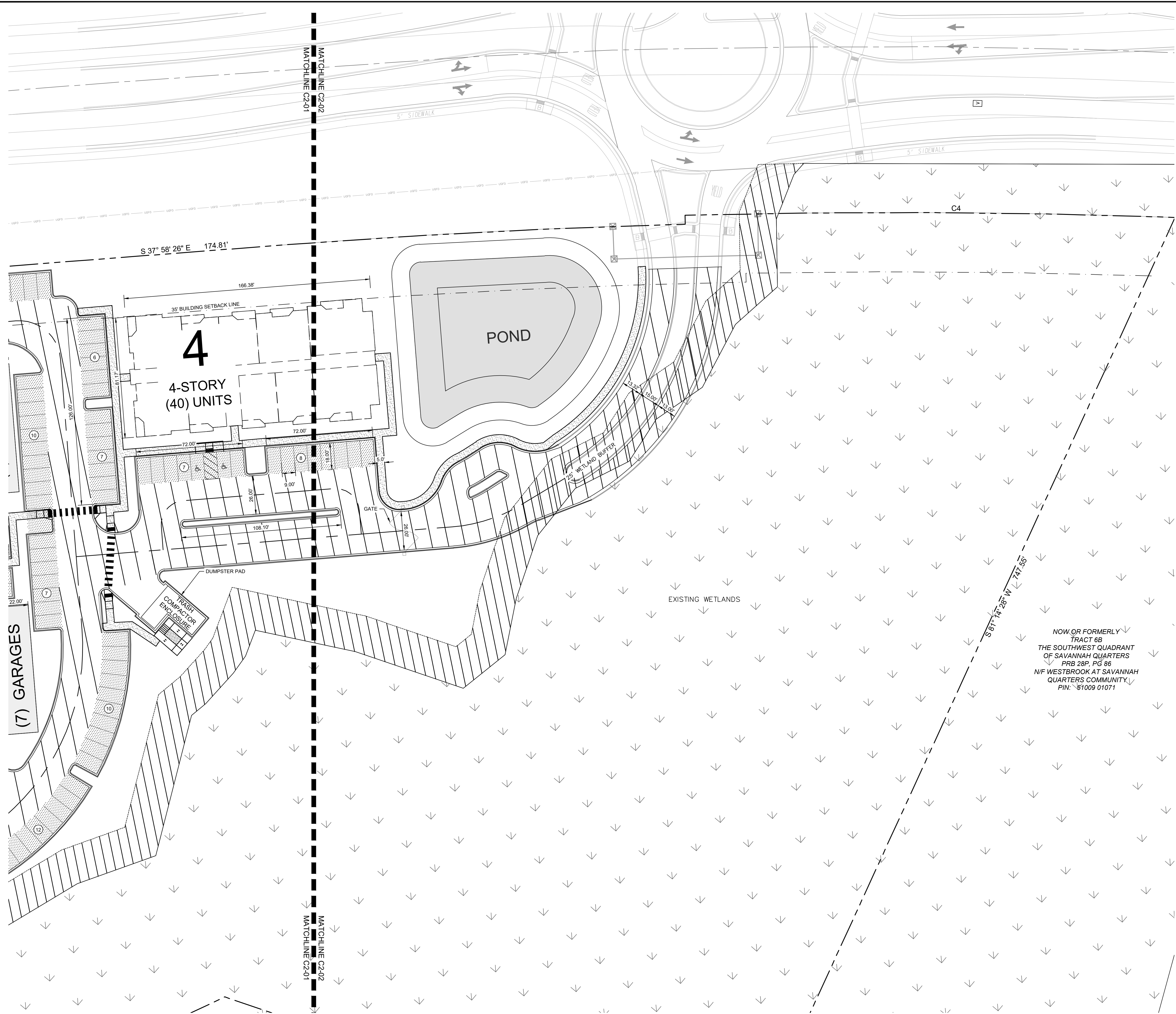
BLAKELEY COMMONS
 POOLER PKWY., POOLER, GA 31322
 PARCEL ID: 51009 01041

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

PROFESSIONAL ENGINEER
 JAMES RUSSELL WINDSOR
 No. 39481

GSWCC NO. (LEVEL II) 0000073900
 DRAWN BY CJ
 DESIGNED BY DV
 REVIEWED BY JW
 DATE 04/24/2023
 PROJECT NO. 014977000
 TITLE **SITE PLAN**
 SHEET NUMBER **C2-01**

Drawing name: K:\SAV_Civil\14977000_Blakeley_Commons\CAD\Plansheets\C2-00 - SITE PLAN.dwg C2-02 SITE PLAN Apr 24, 2023 8:57am by dawson.vaughn



DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING: PUD (SAVANNAH QUARTERS)
 PROPOSED ZONING: PUD (SAVANNAH QUARTERS)

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TOTAL DISTURBED AREA: 19.03 ACRES

BUILDING SETBACK:
 FRONT: 35 FT

PROPOSED LAND USES & DENSITIES:
 MULTIFAMILY RESIDENTIAL 288 UNITS

PARKING SUMMARY:

REQUIRED PARKING:
 MULTIFAMILY (288 UNITS) 504 SPACES (1.75/UNIT)

PROPOSED PARKING:
 MULTIFAMILY RESIDENTIAL 504 SPACES (TOTAL)
 STANDARD 426 SPACES
 GARAGE 63 SPACES
 HANDICAP 15 SPACES

- SITE NOTES:**
1. THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY PLANWORX ARCHITECTURE, DATED 02/03/2023 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
 2. EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY FILE PROVIDED BY SHUPE SURVEYING COMPANY, P.C., DATED 09/28/2022.
 3. ALL DIMENSIONS ARE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 4. SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
 5. ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
 6. REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.

SITE PLAN LEGEND:

	PROPERTY LINE
	STANDARD DUTY ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	STANDARD DUTY CONCRETE SIDEWALK
	HEAVY DUTY CONCRETE PAVEMENT
	TRAIL
	GRAVEL
	PARKING COUNT

Kimley»Horn
 © 2022 KIMLEY-HORN AND ASSOCIATES, INC.
 154 E GORDON STREET
 SAVANNAH, GA 31401
 PHONE (912) 231-4384
 WWW.KIMLEY-HORN.COM

PREPARED FOR
LOGAN HOMES SC
 591 BROWNS COVE RD.
 RIDGEWOOD, SC 29036
 PHONE (910) 742-6472

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
BLAKELEY COMMONS
 POOLER PKWY., POOLER, GA 31322
 PARCEL ID: 51009 01041

REGISTERED PROFESSIONAL ENGINEER
 JAMES RUSSELL WINDSOR
 No. 39481

GSWCC NO. (LEVEL II) 0000073900
 DRAWN BY CJ
 DESIGNED BY DV
 REVIEWED BY JW
 DATE 04/24/2023
 PROJECT NO. 014977000
 TITLE
SITE PLAN
 SHEET NUMBER
C2-02

GEORGIA811
 Utility Protection Center, Inc.
 Know what's below. Call before you dig.

GRAPHIC SCALE IN FEET
 0 15 30 60

AGENDA ITEM

Date: June 5, 2023

Subject: Release of Performance Bond/Acceptance of Maintenance Bond/Sidewalk Performance Bond for Harmony Townhomes

Background & Discussion:

A final inspection was performed on April 21, 2023 and all punch list items have been addressed. Therefore, the Public Works Department recommends release of the performance bond in the amount of \$2,271,716.25 and acceptance of the maintenance bond in the amount of \$ 241,049.50 and the sidewalk performance bond in the amount of \$77,127.00.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

Staff recommends release of Performance Bond and Acceptance of Maintenance Bond and Sidewalk Performance Bond for Harmony Townhomes, contingent upon approval of the City Attorney.

Bond No.: 0249962

Principal Amount: \$2,271,716.25

SUBDIVISION PERFORMANCE BOND

Project: Harmony Townhomes
City of Pooler Permit No.: (if applicable) _____
Project Location: Harmony Townhomes, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of Berkley Insurance Company; as Principal, hereinafter called "PRINCIPAL," and hereinafter called the "SURETY," registered business address of 475 Steamboat Road, Greenwich, CT 06830, as Surety, existing under the laws of the State of Delaware, 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 Two Million Two Hundred Seventy One Thousand Seven Hundred Sixteen & 25/100 and 00/100 Dollars (\$ 2,271,716.25), 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: Harmony Townhomes, Water Distribution System, Sanitary Sewer System, Roadway, Stormwater Conveyance, Grading, & Erosion/Sedimentation Control. Said improvements shall be constructed 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.

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.: 0249962, this 6 day of February, 2023.

(SEAL)
ATTEST:

Asker Holden
WITNESS AS TO CONTRACTOR

WITNESS AS TO CONTRACTOR

CONTRACTOR

Preferred Site Construction, LLC
CONTRACTOR - Signature

Benjamin Parker
(Print Name)

By: Benjamin Parker - Financial Operations
Title: manager

COMPANY NAME

(SEAL)
ATTEST:

Carah L Smith
WITNESS AS TO SURETY

Wain Marrodo
WITNESS AS TO SURETY

Berkley Insurance Company
SURETY (Print Company Name)

475 Steamboat Road, Greenwich, CT 06830
Business Address

By: [Signature]
Authorized Signature

Christy Lackey, 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



04/10/2023

City of Pooler
100 SW Highway 80
Pooler Georgia, 31322

Attn: Ms Kim Classen

Re: Performance Sidewalk Bond
Harmony Townhomes
Pooler, Georgia

CCI: 21-622

Dear Ms. Classen:

Enclosed, please find the Performance Bond Calculation for the above referenced project. The various infrastructure components that comprise the City of Pooler maintained infrastructure were used to determine the Utility Performance Bond Cost. The City maintained infrastructure consists of the public roadway, water distribution, and sanitary sewer collection systems. The respective infrastructure components and their unit costs are listed on the attached spreadsheets. Based on the attached information the calculated Performance bond amounts are as follows:

Cost of Infrastructure: \$ 51,418.00

150% of Cost of Infrastructure: \$ 77,127.00

Please review the attached calculations and if you have any questions or comments, please call me at 200-3041.

Regards,

Coleman Company, Inc.

Neil P. McKenzie, P.E.

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405



Performance Bond Calculations

Section I - Erosion Control

Item #:	Description:	Quantity:	Unit Price:	Cost:
I-1	N/A	0	\$0.00	\$0.00

Section II - Grading

Item #:	Description:	Quantity:	Unit Price:	Cost:
II-1	N/A	0	\$0.00	\$0.00

Section III - Paving & Concrete Work

Item #:	Description:	Quantity:	Unit Price:	Cost:
III-1	Sidewalks	1094	\$47.00	\$51,418.00

Section IV - Sanitary Sewer

Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-1	N/A	0	\$0.00	\$0.00

Section V - Stormwater Drainage System

Item #:	Description:	Quantity:	Unit Price:	Cost:
V-1	N/A	0	\$0.00	\$0.00

Section VI - Water Distribution System

Item #:	Description:	Quantity:	Unit Price:	Cost:
VI-1	N/A	0	\$0.00	\$0.00

Erosion Control:	\$0.00
Grading:	\$0.00
Paving & Concrete Work:	\$51,418.00
Sanitary Sewer:	\$0.00
Stormwater Drainage:	\$0.00
Water Distribution:	\$0.00
Total Infrastructure Cost:	\$51,418.00

MAYOR
Rebecca C. Benton

CITY MANAGER
Robert H. Byrd, Jr.

CITY ATTORNEY
Craig Call



CITY of POOLER
GEORGIA


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

April 21, 2023

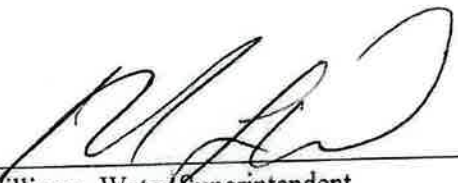
Harmony Townhomes,

The developers of Harmony Townhomes 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

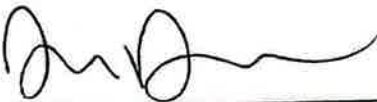


Chris Costa- Drainage Superintendent
 Public Private



Shawn McNelly- Street Superintendent
 Public Private

Tarra Duff,
Public Works Coordinator





EOM Operations
Your solution to a better tomorrow

April 21, 2023

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

Subject: Sidewalk Performance Bond Request (4/10/2023)
Harmony Townhomes

Dear Ms. Dyer:

We have reviewed the request for Harmony Townhomes – Performance Bond, furnished by Coleman Company, specifically the Schedule of Values and Unit Cost for the required bond.

For the Performance Bond Request, the remaining site work includes Sidewalk.

Based on the calculations provided by the Coleman Company, the cost of the remaining site work is \$51,418.00 which is correct. Therefore, the calculated value of the 150% Performance Bond of \$77,127.00 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 any questions and/or comments, please feel free to contact me via email or phone at kstewart@eomworx.com or (912) 445-0050.

Sincerely,

Keith Stewart
Project Manager
EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



04/10/2023

City of Pooler
100 SW Highway 80
Pooler Georgia, 31322

Attn: Ms Kim Classen

Re: **Performance Sidewalk Bond**
Harmony Townhomes
Pooler, Georgia

CCI: **21-622**

Dear Ms. Classen:

Enclosed, please find the Performance Bond Calculation for the above referenced project. The various infrastructure components that comprise the City of Pooler maintained infrastructure were used to determine the Utility Performance Bond Cost. The City maintained infrastructure consists of the public roadway, water distribution, and sanitary sewer collection systems. The respective infrastructure components and their unit costs are listed on the attached spreadsheets. Based on the attached information the calculated Performance bond amounts are as follows:

Cost of Infrastructure: \$ 51,418.00

150% of Cost of Infrastructure: **\$ 77,127.00**

Please review the attached calculations and if you have any questions or comments, please call me at 200-3041.

Regards,

Coleman Company, Inc.

Neil P. McKenzie, P.E.

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

Performance Bond Calculations

Section I - Erosion Control

Item #:	Description:	Quantity:	Unit Price:	Cost:
I-1	N/A	0	\$0.00	\$0.00

Section II - Grading

Item #:	Description:	Quantity:	Unit Price:	Cost:
II-1	N/A	0	\$0.00	\$0.00

Section III - Paving & Concrete Work

Item #:	Description:	Quantity:	Unit Price:	Cost:
III-1	Sidewalks	1094	\$47.00	\$51,418.00

Section IV - Sanitary Sewer

Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-1	N/A	0	\$0.00	\$0.00

Section V - Stormwater Drainage System

Item #:	Description:	Quantity:	Unit Price:	Cost:
V-1	N/A	0	\$0.00	\$0.00

Section VI - Water Distribution System

Item #:	Description:	Quantity:	Unit Price:	Cost:
VI-1	N/A	0	\$0.00	\$0.00

Erosion Control:	\$0.00
Grading:	\$0.00
Paving & Concrete Work:	\$51,418.00
Sanitary Sewer:	\$0.00
Stormwater Drainage:	\$0.00
Water Distribution:	\$0.00
Total Infrastructure Cost:	\$51,418.00

Bond No.: 0249968

Principal Amount: \$77,127.00

SIDEWALK PERFORMANCE BOND

Project: Harmony Townhomes
City of Pooler Permit No.: (if applicable) _____
Project Location: Harmony Townhomes, Pooler Georgia

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of 9521 Highway 301 South, Statesboro, GA 30458; as Principal, hereinafter called "**PRINCIPAL**," and Berkley Insurance Company, as Surety, hereinafter called the "**SURETY**," registered business address of 475 Steamboat Road, Greenwich, CT 06830, a Surety insurer, chartered and existing under the laws of the State of DE, 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 Seventy Seven Thousand One Hundred Twenty Seven and 00/100 Dollars (\$ 77,127.00), 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: Harmony Townhomes, Pooler Georgia. 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 Obligees 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 Obligees 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 Obligees.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.: 0249968, this 5 day of June, 2023.

(SEAL)
ATTEST:

WITNESS AS TO CONTRACTOR

WITNESS AS TO CONTRACTOR

CONTRACTOR


Preferred Site Construction, LLC

CONTRACTOR - Signature

 Matt R. Hilton
(Print Name)

By: MEMBER
Title

COMPANY NAME

Berkley Insurance Company

SURETY (Print Company Name)

475 Steamboat Road, Greenwich, CT 06830
Business Address

By: 
Authorized Signature

Christy Lackey, 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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Fred R. Mitchell or Christy Lackey of PointeNorth Insurance Group, LLC of Atlanta, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21st day of July, 2020.

Attest:

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 21st day of July, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this ___ day of ___

(Seal)

Vincent P. Forte



EOM Operations
Your solution to a better tomorrow

February 1st, 2023

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

Subject: Warranty Bond Request (1/26/2023)
Harmony Townhomes

Dear Ms. Dyer:

We have reviewed the request for Harmony Townhomes – Warranty Bond, furnished by Coleman Company, 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

Based on the calculations provided by Neil McKenzie, with Coleman Company, the cost of the remaining site work is \$482,099.00, which is correct. Therefore, the calculated value of the 50% Warranty Bond of \$241,049.50 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

Bond No.: 0249969

Principal Amount: \$241,049.50

MAINTENANCE AND WARRANTY BOND

Project: Harmony Townhomes

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

Project Location: Harmony Townhomes, Pooler Georgia

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of 9521 Highway 301 South, Statesboro, GA 30458; as Principal, hereinafter called "**CONTRACTOR,**" and Berkley Insurance Company, as Surety, hereinafter called the "**SURETY,**" registered business address of 475 Steamboat Road, Greenwich, CT 06830, a Surety insurer, chartered and existing under the laws of the State of DE, 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 Forty One Thousand Forty Nine & 50/100 Dollars (\$ 241,049.50) 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: Harmony Townhomes, Pooler Georgia 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.:

0249969, this 5 day of June, 2023.

(SEAL)

CONTRACTOR

ATTEST:

WITNESS AS TO CONTRACTOR

Preferred Site Construction, LLC
CONTRACTOR – Signature

WITNESS AS TO CONTRACTOR

[Signature] Matt R. Hillen
(Print Name)

By: MEMBER
Title

(SEAL)

COMPANY NAME

ATTEST:

[Signature]
WITNESS AS TO SURETY

Berkley Insurance Company
SURETY (Print Company Name)

[Signature]
WITNESS AS TO SURETY

475 Steamboat Road, Greenwich, CT 06830
Business Address

By: [Signature]
Authorized Signature

Christy Lackey, 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
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Fred R. Mitchell or Christy Lackey of PointeNorth Insurance Group, LLC of Atlanta, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21st day of July, 2020.

Attest:

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 21st day of July, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____

(Seal)

Vincent P. Forte
Vincent P. Forte

AGENDA ITEM

Date: June 5, 2023

Subject: Acceptance of a Performance Bond/ Final Plat for
Harmony, Phase 7

Background & Discussion:

Neil McKenzie, with Coleman Company, presented the plat to the P& Z Board for their review and recommendation. This phase will consist of 31 single-family residential lots on 11.5 acres. The development is located on Melody Drive, east of Symphony Court. For the performance bond, the remaining site work includes site grading, erosion and sedimentation control, the water distribution system, sanitary sewer and the roadway & stormwater management. The developer has posted a bond in the amount of \$2,159,783.90 to have the plat recorded.

Planning and Zoning Recommendation: Planning and Zoning recommends posting of the performance bond and approval of the final plat for Harmony. Ph. 7.

Staff Recommendation: Staff recommends approval, subject to the bond being approved by the City Attorney.

Pooler Subdivision Application

NB-5

File # 200 467
Date Filed: 4/6/23

This application along with the application fee of \$600.00 (see schedule of fees) is to be submitted to the Planning & Zoning Department.

Check all that apply:

- Recombination
- Revised Subdivision Plat
- Minor Subdivision
- Major Subdivision
- Final Plat
- 5-Acre Tract

General Information

- Owner or authorized agent: Joshua Akins / Coleman Co., Inc. Phone: (912) 200-3041
- Property address: 0 Harmony Blvd, Pooler, GA 31322
- Mailing address: 1480 Chatham Pkwy, Suite 100, Savannah, GA 31405

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?
No. _____ 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).
Melody Drive east of Symphony Court
2. Legal description of property (name of subdivision, block and lot number, etc.) Attach extra sheet if necessary.
portion of Parvel 2A,
8th G.M. District, City of Pooler, Chatham County, Georgia.
3. PIN # 5-1010-01-046
4. Total area of property in question (acres or square feet) 11.562 acres
5. Existing land use (specify such as, grocery store, single family residence, vacant land, etc.)
Vacant land
6. Desired land use of each parcel of property (specify as above)
Single family residences

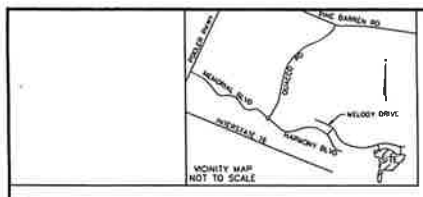


HARMONY, PHASE 7
A MAJOR SUBDIVISION OF A PORTION OF PARCEL 2A,
8TH G.M. DISTRICT, CITY OF POOLER,
CHATHAM COUNTY, GEORGIA
PREPARED FOR: HARMONY PARTNERS, LLC

JOB NUMBER: 21-143
DATE: 10/20/23
DRAWN BY: JPA
CHECKED BY:
SCALE: 1" = 60'

MAJOR SUBDIVISION

SHEET 1/1



- NOTES:**
- THIS SUBDIVISION CONTAINS 31 LOTS.
 - TOTAL AREA: 11.845 ACRES, 509,075 SQUARE FEET.
 - PARCEL IDENTIFICATION NUMBERS: 5100 01045
 - THIS PROPERTY IS CURRENTLY ZONED PUD-C. THE HORIZONTAL CONTROL OF THIS PLAN IS BASED ON ORD NORTH, GEORGIA STATE PLUMB, LAST SET, MAY 18, 1993.
 - AS OF THE DATE OF THIS SURVEY, BASED ON MY OBSERVATION, THIS PROPERTY IS LOCATED IN ZONE 2, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 13030003G, EFFECTIVE DATE: AUGUST 16, 2018. FEMA MAPS ARE SUBJECT TO REVISIONS AND AMENDMENTS AND SHOULD BE REVIEWED PRIOR TO CONSTRUCTION.
 - ALL OPEN SPACES AND ACCESS EASEMENTS ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF POOLER.
 - LOTS ARE TO BE SERVED BY CITY OF POOLER WATER AND SANITARY SEWER SYSTEMS.
 - BUILDING SETBACKS AS LISTED UNLESS OTHERWISE NOTED:
FRONT - 20' FROM PROPERTY LINE
SIDE - 5' FROM PROPERTY LINE
REAR - 20' FROM PROPERTY LINE
 - THESE SHALL BE ACCESS GRANTED FOR OFFICIAL AND EMERGENCY VEHICLES.
 - ALL UTILITIES ARE UNDER THE JURISDICTION OF THE CORPUS OF ENGINEERS AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PRIVATE UTILITY LOCATIONS TO THESE PROTECTED AREA WITHOUT PRIOR PERMIT APPLICATION & APPROVAL, SEE ARMY CORPS OF ENGINEERS ARCHITECTURAL LETTER 85AS-2010-0071, DATED AUGUST 25, 2010.
 - ALL UTILITIES, RIGHTS-OF-WAY, EASEMENTS, AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAN ARE HEREBY DEDICATED FOR THE USE INTENDED.

- LEGEND**
- BENCHMARK
 - IRON PIPE FOUND WITH CAP (L/S/F 1987)
 - IFC
 - IFS
 - IRON PIPE SET
 - PLAT RECORD BOOK
 - SUBDIVISION MAP BOOK
 - PARCEL IDENTIFICATION NUMBER
 - BEARING SETBACK LINE
 - POINT OF REFERENCE
 - HOME OWNERS ASSOCIATION
 - PLAT BOOK
 - DRIVE & ACCESS EASEMENT

REFERENCE:

- PLAT BOOK 33, PAGES 418 & 417
- PLAT RECORD BOOK 309, PAGES 224-D

SURVEY DATE: 3/10/2023
GPS EQUIPMENT USED: CARLSON DR12R ON LEICA R12 RC NETWORK CONVENTIONAL EQUIPMENT USED: ELECTRONIC TOTAL STATION ANJOLAS GROUND PER "A", "B", "C" ADJUSTED BY COMPASS BOUND PLAT ERROR OF CLOSURE: 1/276,741

CURVE TABLE

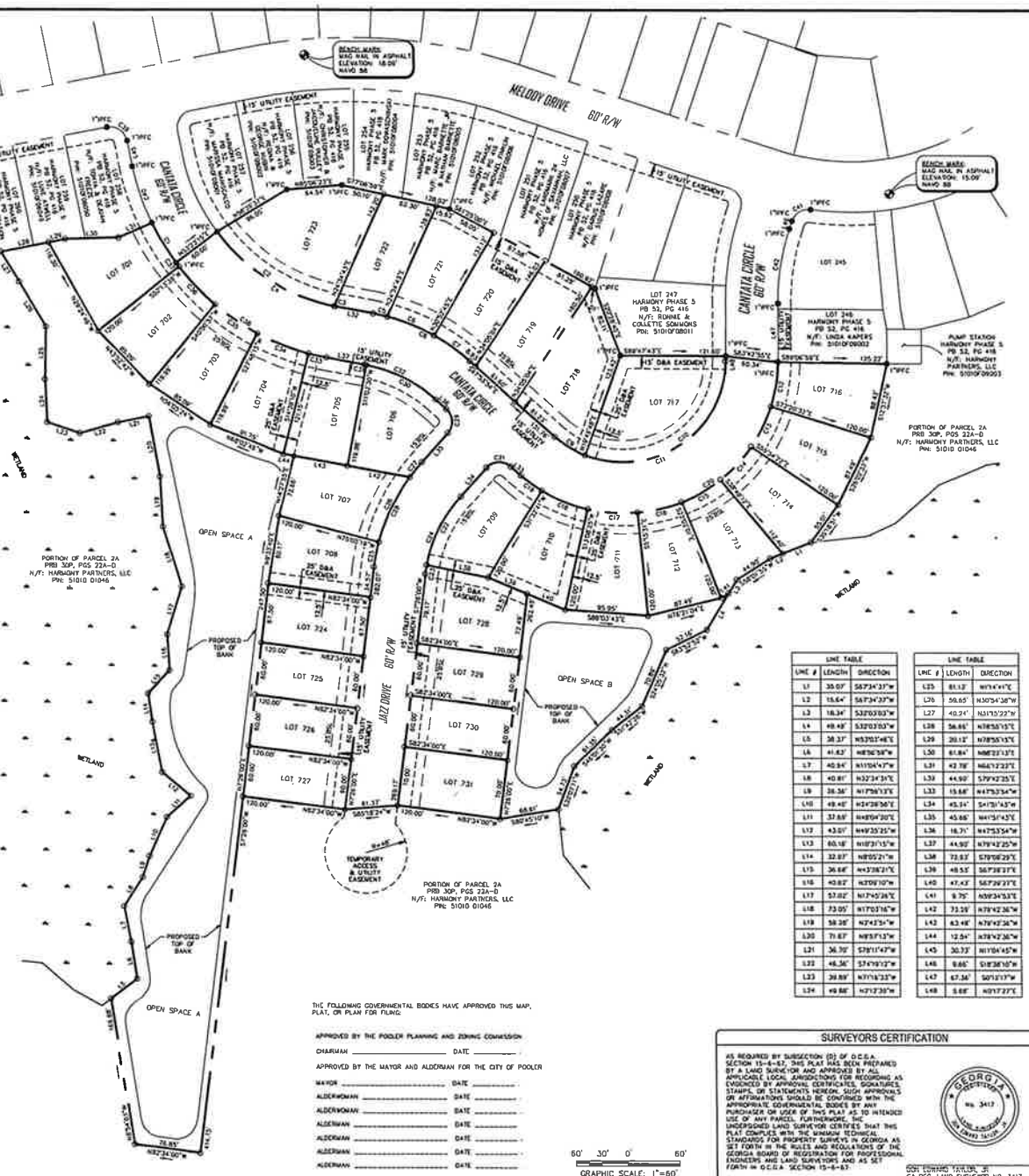
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	54.07	280.00	S31°05'07"E	53.84
C2	164.21	230.00	S57°39'47"E	165.07
C3	1.86	220.00	S32°22'27"E	1.86
C4	183.47	200.00	S58°09'37"E	181.66
C5	18.64	228.87	S77°30'17"E	18.64
C6	36.29	228.87	S67°07'47"E	36.33
C7	50.81	228.87	S54°14'24"E	50.71
C8	135.83	228.87	S24°48'10"E	134.33
C9	40.89	120.00	S59°00'21"E	40.70
C10	331.10	120.00	S58°05'35"E	187.07
C11	272.00	120.00	S65°49'21"E	211.40
C12	52.68	180.00	S38°12'23"E	52.50
C13	52.68	180.00	S10°07'37"E	52.50
C14	52.68	180.00	S42°48'42"E	52.50
C15	52.68	180.00	S59°34'53"E	52.50
C16	52.68	180.00	S38°12'23"E	52.50
C17	57.67	180.00	S66°05'43"E	57.57
C18	57.67	180.00	S77°33'27"E	57.57
C19	79.72	180.00	S27°12'57"E	79.60
C20	408.77	180.00	S67°58'45"E	328.47
C21	31.60	200.00	S66°04'54"E	31.34
C22	61.90	170.00	S29°27'27"E	60.87
C23	10.18	170.00	S58°06'46"E	10.11
C24	100.15	170.00	S24°38'52"E	100.67
C25	30.07	330.00	N19°03'20"E	30.00
C26	85.83	230.00	N23°34'46"E	85.15
C27	22.54	230.00	N30°03'17"E	22.53
C28	136.21	230.00	N37°38'53"E	136.14
C29	21.33	200.00	N33°06'08"E	21.33
C30	90.41	168.87	N63°27'32"E	89.31
C31	2.20	168.87	N78°18'47"E	2.20
C32	92.61	168.87	N63°16'07"E	91.47
C33	21.34	200.00	N77°31'26"E	21.33
C34	84.27	280.00	N68°45'56"E	84.12
C35	58.87	280.00	N68°00'05"E	58.56
C36	58.87	280.00	N43°52'27"E	58.56
C37	5.85	279.93	N27°11'30"E	5.83
C38	103.67	280.00	N39°03'23"E	103.67
C39	25.42	200.00	S58°04'42"E	25.30
C40	70.78	280.00	N18°07'07"E	70.57
C41	27.87	200.00	S38°14'45"E	27.81
C42	86.04	230.00	S73°07'14"E	85.48

LOT TABLE

LOT #	ACRE	SF	ADDRESS	FF(FW)	PARCEL ID NUMBER
701	0.294	12,764	5 CANTATA CIRCLE	18.75'	
702	0.187	8,266	7 CANTATA CIRCLE	18.75'	
703	0.187	8,266	8 CANTATA CIRCLE	18.75'	
704	0.212	9,355	11 CANTATA CIRCLE	18.75'	
705	0.188	8,674	13 CANTATA CIRCLE	18.75'	
706	0.241	10,483	15 CANTATA CIRCLE	18.75'	
707	0.224	9,791	18 JAZZ DRIVE	18.75'	
708	0.188	8,674	11 JAZZ DRIVE	18.75'	
709	0.233	10,126	17 CANTATA CIRCLE	18.75'	
710	0.207	9,504	19 CANTATA CIRCLE	18.75'	
711	0.207	9,504	21 CANTATA CIRCLE	18.75'	
712	0.188	8,241	25 CANTATA CIRCLE	18.75'	
713	0.175	7,828	27 CANTATA CIRCLE	18.75'	
714	0.193	8,428	29 CANTATA CIRCLE	18.75'	
715	0.186	8,343	31 CANTATA CIRCLE	18.75'	
716	0.164	7,489	33 CANTATA CIRCLE	18.75'	
717	0.136	5,944	34 CANTATA CIRCLE	18.75'	
718	0.277	12,043	32 CANTATA CIRCLE	18.75'	
719	0.215	9,349	30 CANTATA CIRCLE	18.75'	
720	0.204	8,908	18 CANTATA CIRCLE	18.75'	
721	0.209	9,315	16 CANTATA CIRCLE	18.75'	
722	0.187	8,589	14 CANTATA CIRCLE	18.75'	
723	0.171	7,813	12 CANTATA CIRCLE	18.75'	
724	0.196	8,700	13 JAZZ DRIVE	18.75'	
725	0.183	7,300	17 JAZZ DRIVE	18.75'	
726	0.183	7,300	18 JAZZ DRIVE	18.75'	
727	0.183	7,300	31 JAZZ DRIVE	18.75'	
728	0.231	10,063	14 JAZZ DRIVE	18.75'	
729	0.145	7,200	16 JAZZ DRIVE	18.75'	
730	0.145	7,200	18 JAZZ DRIVE	18.75'	
731	0.171	7,800	20 JAZZ DRIVE	18.75'	

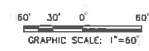
LOT TOTAL

LOT TOTAL	ACRE	SF
LOT TOTAL	6.52	284,343
OPEN SPACE A	1.556	67,441
OPEN SPACE B	0.730	31,780
OPEN SPACE TOTAL	2.286	99,221
RIGHT-OF-WAY	1.763	76,896
TOTAL AREA	11.562	501,672



THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

APPROVED BY THE POOLER PLANNING AND ZONING COMMISSION
CHAIRMAN _____ DATE _____
APPROVED BY THE MAYOR AND ALDERMAN FOR THE CITY OF POOLER
MAYOR _____ DATE _____
ALDERMAN _____ DATE _____
ALDERMAN _____ DATE _____
ALDERMAN _____ DATE _____
ALDERMAN _____ DATE _____
ALDERMAN _____ DATE _____



SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-4-87, THIS PLAN HAS BEEN PREPARED BY A LICENSED SURVEYOR AND APPROVED BY AN APPLICABLE LOCAL JURISDICTION FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE COMBINED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAN AS TO WHETHER USE OF ANY PARCEL, FURTHERMORE, THE UNDERGROUND LAND SURVEYOR CERTIFIES THAT THIS PLAN COMPLIES WITH THE USUAL TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-4-83.



COLEMAN COMPANY, INC.
1480 Chatham Parkway, Suite 100
Statesboro, Georgia 31021-2001



EOM Operations
Your solution to a better tomorrow

March 28th, 2023

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

Subject: Performance Bond Request (3/27/2023)
Harmony Subdivision Phase 7

Dear Ms. Dyer:

We have reviewed the request for Harmony Subdivision Phase 7 – Performance Bond, furnished by Coleman Company, specifically the Schedule of Values and Unit Cost for the required bond.

For the Performance Bond Request, the remaining site work includes – Site Grading, Erosion & Sedimentation Control, Water Distribution System, Sanitary Sewer System, Roadway, & Stormwater Management.

Based on the calculations provided by Coleman Company, the cost of the remaining site work is \$1,439,855.90 which is correct. Therefore, the calculated value of the 150% Performance Bond of \$2,159,783.85 would be 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



03/23/2023

City of Pooler
100 SW Highway 80
Pooler Georgia, 31322

Attn: Ms Kim Classen

**Re: Performance Bond
Harmony Phase 7
Pooler, Georgia**

CCI: 21-345

Dear Ms. Classen:

Enclosed, please find the Performance Bond Calculation for the above referenced project. The various infrastructure components that comprise the City of Pooler maintained infrastructure were used to determine the Utility Performance Bond Cost. The City maintained infrastructure consists of the public roadway, water distribution, and sanitary sewer collection systems. The respective infrastructure components and their unit costs are listed on the attached spreadsheets. Based on the attached information the calculated Performance bond amounts are as follows:

Cost of Infrastructure: **\$ 1,439,855.90**

150% Cost of Infrastructure: **\$ 2,159,783.90**

Please review the attached calculations and if you have any questions or comments, please call me at 200-3041.

Regards,

Coleman Company, Inc.

Neil P. McKenzie, P.E.

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

Performance Bond Calculations

Section I - Erosion Control

Item #:	Description:	Quantity:	Unit Price:	Cost:
I-1	Construction Exit (EA)	1	\$3,800.00	\$3,800.00
I-2	Silt Fence - Type A (LF)	2500	\$2.10	\$5,250.00
I-3	Silt Fence - Type C (LF)	4200	\$3.25	\$13,650.00
I-4	Silt Fence - Type A-Behind Curb (LF)	3000	\$2.10	\$6,300.00
I-5	Inlet Protection	9	\$200.00	\$1,800.00
I-6	Filter Ring	2	\$1,500.00	\$3,000.00
I-7	Emergency Spillway	25	\$85.00	\$2,125.00
I-8	Rip Rap (SY)	25	\$85.00	\$2,125.00
I-9	Pond Slope Sod	43000	\$0.70	\$30,100.00
I-10	Grassing (AC)	11	\$1,250.00	\$13,750.00

Section II - Grading

Item #:	Description:	Quantity:	Unit Price:	Cost:
II-1	Clearing (Burning On-Site) (AC)	1	\$57,600.00	\$57,600.00
II-2	Site Rough Grading	1	\$145,700.00	\$145,700.00
II-3	Remove Unsuitable Material Under Roadway & Replace (CY)	3630	\$26.05	\$94,561.50
II-4	Fine Grade for curb, subgrade, etc..	1	\$14,500.00	\$14,500.00
II-5	Final Dressing for grass and pad grading	1	\$12,400.00	\$12,400.00
II-6	Staking	1	\$14,125.00	\$14,125.00
II-7	Testing, supervision, and mobilization	1	\$20,500.00	\$20,500.00

Section III - Paving & Concrete Work

Item #:	Description:	Quantity:	Unit Price:	Cost:
III-1	18" Rollover Curb & Gutter (LF)	2900	\$16.75	\$48,575.00
III-2	8" Graded Aggregate Base (SY)	3940	\$29.12	\$114,732.80
III-3	2" Binder + 1.5" Asphalt Topping	3940	\$33.00	\$130,020.00
III-4	4" GAB - Turnarounds & Road to Lift Station (SY)	800	\$14.65	\$11,720.00
III-5	Concrete Swale	100	\$80.00	\$8,000.00
III-6	Handicap Ramps	3	\$1,650.00	\$4,950.00
III-7	Pavement Markings (LS)	1	\$4,950.00	\$4,950.00
III-8	Street Lights	13	\$1,000.00	\$13,000.00
III-9	Sidewalk	1022	\$35.00	\$35,770.00

Section IV - Sanitary Sewer

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-1	Connect to existing MH w/ 4" Core	2	\$1,686.00	\$3,372.00
IV-2	Connect to Existing Manhole by Core Drill (LF)	1	\$3,371.00	\$3,371.00
IV-3	8" PVC 0-6 (LF)	248	\$34.50	\$8,556.00
IV-4	8" PVC 6-8 (LF)	187	\$35.50	\$6,638.50
IV-5	8" PVC 12-14 (LF)	470	\$41.00	\$19,270.00
IV-6	8" PVC 14-16 (LF)	560	\$46.50	\$26,040.00
IV-7	Standard Manholes 0-6 (EA)	2	\$2,894.00	\$5,788.00
IV-8	Standard Manholes 6-8 (EA)	2	\$3,320.00	\$6,640.00
IV-9	Standard Manholes 12-14 (EA)	3	\$4,672.00	\$14,016.00
IV-10	Standard Manholes 14-16 (EA)	3	\$5,310.00	\$15,930.00
IV-11	Drop Manhole 14-16 (EA)	1	\$6,923.00	\$6,923.00
IV-12	4" PVC Sewer Lateral (LF)	1500	\$17.00	\$25,500.00
IV-13	Fittings (LS)	1	\$5,680.00	\$5,680.00
IV-14	Tracer Wire and Tape	1	\$834.00	\$834.00
IV-15	Estimated Stone for Bedding (TN)	450	\$63.00	\$28,350.00
IV-16	Select Fill (CY)	450	\$17.80	\$8,010.00
IV-17	Dewatering (LF)	970	\$20.00	\$19,400.00
IV-18	Testing and Cleaning	1	\$11,278.30	\$11,278.30

Section V - Stormwater Drainage System

Item #:	Description:	Quantity:	Unit Price:	Cost:
V-1	18" RCP 0-6 (LF)	32	\$55.00	\$1,760.00
V-2	24" RCP 0-6 (LF)	128	\$76.00	\$9,728.00
V-3	30" RCP 6-8 (LF)	572	\$108.00	\$61,776.00
V-4	30" RCP 10-12 (LF)	204	\$112.00	\$22,848.00
V-5	36" RCP 8-10 (LF)	48	\$143.00	\$6,864.00
V-6	15" HDPE	75	\$43.00	\$3,225.00
V-7	30" FES	2	\$1,977.00	\$3,954.00
V-8	36" FES	1	\$2,292.00	\$2,292.00
V-9	Curb Inlet 6-8 (EA)	1	\$4,763.00	\$4,763.00
V-10	Curb Inlet 8-10 (EA)	4	\$4,931.00	\$19,724.00
V-11	Curb Inlet 10-12(EA)	1	\$5,044.00	\$5,044.00
V-12	Grate Inlet 0-6	1	\$3,684.00	\$3,684.00
V-13	Grate Inlet 8-10 (EA)	2	\$3,965.00	\$7,930.00
V-14	Grate 10-12 (EA)	1	\$4,077.00	\$4,077.00
V-15	6" Underdrain for Curb Inlet (LF)	600	\$23.50	\$14,100.00
V-16	Outlet Control Structure	1	\$5,900.00	\$5,900.00
V-17	Headwall-Triple 15"	1	\$5,350.00	\$5,350.00

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405



Item #:	Description:	Quantity:	Unit Price:	Cost:
V-18	Stone for Bedding (TN)	300	\$62.90	\$18,870.00
V-19	Select Fill (CY)	160	\$2.25	\$360.00
V-20	Clean	1040	\$2.25	\$2,340.00
V-21	Temporary Inlet Protection (EA)	12	\$350.00	\$4,200.00

Section VI - Water Distribution System

Item #:	Description:	Quantity:	Unit Price:	Cost:
VI-1	Connect to existing 8' main w/Temporary Backflow	1	\$1,461.00	\$1,461.00
VI-2	Connect to existing 10"	1	\$955.00	\$955.00
VI-3	Full size blow off on 10"	2	\$1,691.00	\$3,382.00
VI-4	Fire Hydrant Assembly (EA)	3	\$6,948.00	\$20,844.00
VI-5	8" MJ valve & Box	1	\$2,500.00	\$2,500.00
VI-6	10" MJ valve & box w/ meter	3	\$3,555.00	\$10,665.00
VI-7	1" service connections	31	\$570.00	\$17,670.00
VI-8	8" PVC Water Main (LF)	529	\$43.00	\$22,747.00
VI-9	10" PVC Water Main (LF)	917	\$60.00	\$55,020.00
VI-10	10" Ductile Iron Crossings	2	\$7,084.00	\$14,168.00
VI-11	1" PE Tubing Lateral (LF)	1380	\$11.85	\$16,353.00
VI-12	8" Joint Restriants	5	\$215.00	\$1,075.00
VI-13	10" Joint Restriants	20	\$323.00	\$6,460.00
VI-14	MJ Fittings	1	\$12,324.00	\$12,324.00
VI-15	Tracer Wire and tape	1	\$807.00	\$807.00
VI-16	Select Fill (CY)	450	\$17.80	\$8,010.00
VI-17	Testing & Chlorination (LS)	2866	\$2.80	\$8,024.80

Erosion Control: **\$81,900.00**
 Grading: **\$359,386.50**
 Paving & Concrete Work: **\$371,717.80**
 Sanitary Sewer: **\$215,596.80**
 Stormwater Drainage: **\$208,789.00**
 Water Distribution: **\$202,465.80**
 Total Infrastructure Cost: **\$1,439,855.90**

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

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VI-12	8" Joint Restriants	5	\$215.00	\$1,075.00
VI-13	10" Joint Restraints	20	\$323.00	\$6,460.00
VI-14	MJ Fittings	1	\$12,324.00	\$12,324.00
VI-15	Tracer Wire and tape	1	\$807.00	\$807.00
VI-16	Select Fill (CY)	450	\$17.80	\$8,010.00
VI-17	Testing & Chlorination (LS)	2866	\$2.80	\$8,024.80

Erosion Control: **\$81,900.00**
 Grading: **\$359,386.50**
 Paving & Concrete Work: **\$371,717.80**
 Sanitary Sewer: **\$215,596.80**
 Stormwater Drainage: **\$208,789.00**
 Water Distribution: **\$202,465.80**
Total Infrastructure Cost: \$1,439,855.90

Bond No.: 0249967

Principal Amount: \$2,159,783.90

SUBDIVISION PERFORMANCE BOND

Project: Harmony Phase 7

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

Project Location: Harmony Phase 7, Pooler Georgia

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of 9521 Highway 301 South, Statesboro, GA 30458; as Principal, hereinafter called "PRINCIPAL," and Berkley Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 475 Steamboat Road, Greenwich, CT 06830, a Surety insurer, chartered and existing under the laws of the State of DE, 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 Two Million One Hundred Fifty Nine Thousand Seven Hundred Eighty Three & 90/100 and ~~000000X~~ Dollars (\$ 2,159,783.90), 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: Harmony Phase 7, Pooler, Georgia, CCI: 21-345. Said improvements shall be constructed 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 Oblige.

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.: 0249967, this 5 day of June, 2023.

(SEAL)
ATTEST:

CONTRACTOR

WITNESS AS TO CONTRACTOR

Preferred Site Construction, LLC
CONTRACTOR – Signature

WITNESS AS TO CONTRACTOR

Matt R. Hilton
(Print Name)

By: 
Title Member

(SEAL)
ATTEST:

COMPANY NAME

Carolyn J. Smith
WITNESS AS TO SURETY

Berkley Insurance Company
SURETY (Print Company Name)

Mari Mayrardo
WITNESS AS TO SURETY

475 Steamboat Road, Greenwich, CT 06830
Business Address

By: 
Authorized Signature

Christy Lackey, Attorney In Fact
(Print Name)

OR

(SEAL)
ATTEST:

SURETY'S AGENT

WITNESS AS TO AGENT

By: _____
As Attorney in Fact (Attached Power)

WITNESS AS TO AGENT

(Print Name)

Agent's License Number

Agent's Name

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Fred R. Mitchell or Christy Lackey of PointeNorth Insurance Group, LLC of Atlanta, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21st day of July, 2020.

Attest:
By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafer
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 21st day of July, 2020, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this ___ day of ___
[Signature]
Vincent P. Forte

AGENDA ITEM

Date: June 5, 2023

**Subject: Acceptance of Maintenance Bond and Sidewalk
Performance Bond/Final Plat for Forest Lakes, Ph. 10**

Background & Discussion:

Neil McKenzie, with Coleman Company presented the final plat to the P&Z Board for their review and recommendation. This phase will consist of 33 single family residential lots on 17.22 acres and is located on Champlain Drive. The developer has posted a warranty bond in the amount of \$209,255.75 and a sidewalk bond in the amount of \$56,438.00 to have the plat recorded.

Planning and Zoning Recommendation:

Planning and Zoning recommends posting of the maintenance and sidewalk performance bonds and approval of the final plat for Forest Lakes, Ph. 10.

Staff Recommendation:

Staff recommends approval, subject to the bond being approved by the City Attorney.

Pooler Subdivision Application

File # 250800
Date Filed: 2/24/23

This application along with the application fee of \$600 (see schedule of fees) is to be submitted to the Planning & Zoning Department.

Check all that apply:

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

General Information

- Owner or authorized agent: Don Taylor, Coleman Co., Inc. Phone: (912) 200-3041
- Property address: 1480 Chatham Parkway, Suite 100, Savannah, GA 31405
- Mailing address: 1480 Chatham Parkway, Suite 100, Savannah, GA 31405

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?
No 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

- General location of property in question (the area, street number and location with respect to nearby public roads in common use).
Champlain Drive
- Legal description of property (name of subdivision, block and lot number, etc.) Attach extra sheet if necessary.
Forest Lakes Subdivision, Phase 10. A subdivision of a portion of Tract A, Godley Station West, Forest Lakes, 8th G.M. District, City of Pooler, Chatham County, Georgia
- PIN # 51014 01148
- Total area of property in question (acres or square feet) 17.721 acres
- Existing land use (specify such as, grocery store, single family residence, vacant land, etc.)
Vacant land
- Desired land use of each parcel of property (specify as above)
Single Family Residence

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



CITY OF POOLER
Department of Public Works
1095 South Rogers Street, Pooler, Georgia 31322
912-330-8650 / www.pooler-ga.us


Robert H Byrd Jr. - City Manager
Matt Saxon – Assistant City Manager
Craig Call- City Attorney
Ashley Brown – Chief of Police

May 17, 2023


Forest Lakes Phase 10,

The developers of Forest Lakes Phase 10 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.

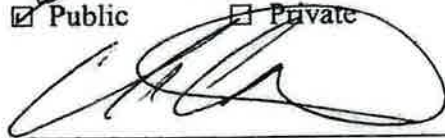
Signed and Approved By:




John Winn- Sewer Superintendent
 Public Private



Mark Williams- Water Superintendent
 Public Private



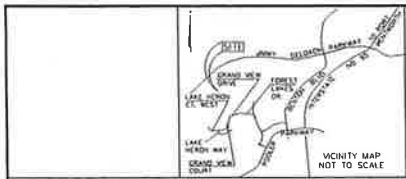
Chris Costa- Drainage Superintendent
 Public Private



Shawn McNelly- Street Superintendent
 Public Private

Tarra Duff
Public Works Coordinator





LEGEND

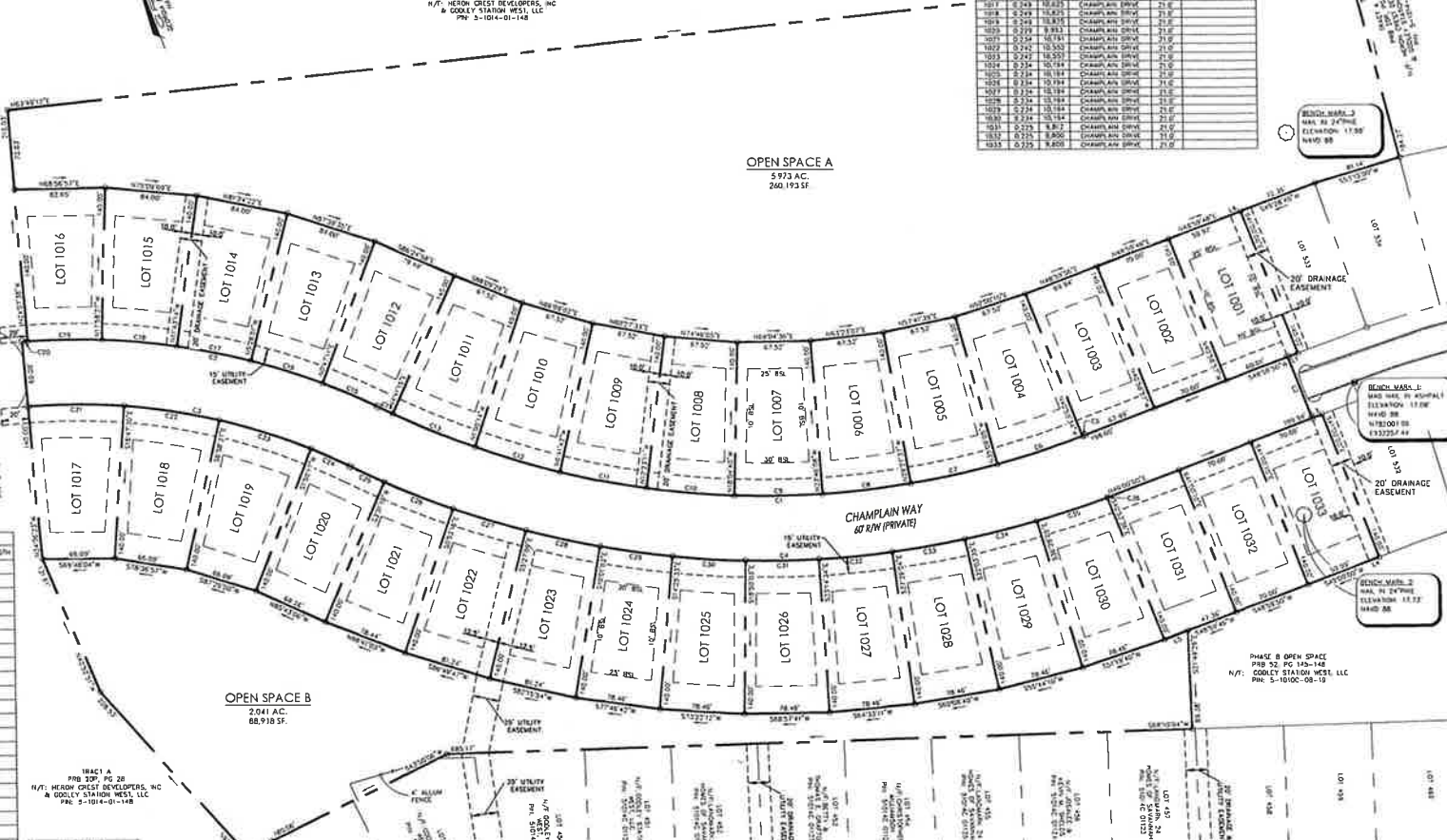
- DO 6" DOB
- WT 100# PIPE FOUND
- 1" IRON PIPE SET
- CONCRETE MONUMENT SET
- ROOF-OF-WAY
- DEED BOOP
- PLAT RECORD BOOK
- SUBDIVISION MAP BOOK
- PH PARCEL IDENTIFICATION NUMBER
- BFC BASE FLOOD ELEVATION

TRACT A
PBB 209, PG 28
H/T: HERON CRIST DEVELOPERS, INC
& GODLEY STATION WEST, LLC
PFC 5-1014-01-148

NO.	AREA	AREA	AREA
TOTAL LOT	7,818	7,818	7,818
OPEN SPACE A	5,973	5,973	5,973
OPEN SPACE B	2,041	2,041	2,041
TOTAL	11,832	11,832	11,832

LOT #	AREA	AREA	AREA
1001	8,708	8,708	8,708
1002	8,708	8,708	8,708
1003	8,708	8,708	8,708
1004	8,708	8,708	8,708
1005	8,708	8,708	8,708
1006	8,708	8,708	8,708
1007	8,708	8,708	8,708
1008	8,708	8,708	8,708
1009	8,708	8,708	8,708
1010	8,708	8,708	8,708
1011	8,708	8,708	8,708
1012	8,708	8,708	8,708
1013	8,708	8,708	8,708
1014	8,708	8,708	8,708
1015	8,708	8,708	8,708
1016	8,708	8,708	8,708
1017	8,708	8,708	8,708
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1019	8,708	8,708	8,708
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1021	8,708	8,708	8,708
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1160	8,708	8,708	8,708
1161	8,708	8,708	8,708
1162	8,708	8,708	8,708
1163	8,708	8,708	8,708
1164	8,708	8,708	8,708
1165	8,708	8,708	8,708
1166	8,708	8,708	8,708
1167	8,708	8,708	8,708
1168	8,708	8,708	8,708
1169	8,708	8,708	8,708
1170	8,708	8,708	8,708
1171	8,708	8,708	8,708
1172	8,708	8,708	8,708
1173	8,708	8,708	8,708
1174	8,708	8,708	8,708
1175	8,708	8,708	8,708
1176	8,708	8,708	8,708
1177	8,708	8,708	8,708
1178	8,708	8,708	8,708
1179	8,708	8,708	8,708
1180	8,708	8,708	8,708
1181	8,708	8,708	8,708
1182	8,708	8,708	8,708
1183	8,708	8,708	8,708
1184	8,708	8,708	8,708
1185	8,708	8,708	8,708
1186	8,708	8,708	8,708
1187	8,708	8,708	8,708
1188	8,708	8,708	8,708
1189	8,708	8,708	8,708
1190	8,708	8,708	8,708
1191	8,708	8,708	8,708
1192	8,708	8,708	8,708
1193	8,708	8,708	8,708
1194	8,708	8,708	8,708
1195	8,708	8,708	8,708
1196	8,708	8,708	8,708
1197	8,708	8,708	8,708
1198	8,708	8,708	8,708
1199	8,708	8,708	8,708
1200	8,708	8,708	8,708

- SUBDIVISION NOTES:**
- THIS SUBDIVISION CONTAINS 33 LOTS
 - TOTAL AREA: 17.21 ACRES, 771,943 SQUARE FEET
 - LOTS TO BE SERVED BY CITY OF POOLER WATER AND SANITARY SEWER SYSTEMS
 - BASED ON MY OBSERVATION THIS PROPERTY IS LOCATED IN ZONE AE, A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 140600000H, EFFECTIVE DATE: JULY 7, 2014, BASIC FLOOD ELEVATION 20', NAVD 88
 - ALL LOT CORNERS ARE MARKED BY 1" IRON PIPES (UNLESS OTHERWISE NOTED)
 - ALL ELEVATIONS ARE BASED ON NAVD 88
 - ALL LOTS TO HAVE A MINIMUM BUILDING SETBACK LINE AS LISTED (NOT ALL ARE LABELED FROM CLARITY PURPOSES)
 - FRONT - 30' FROM PROPERTY LINE
 - REAR - 25' FROM PROPERTY LINE
 - SIDE - 10' FROM PROPERTY LINE
 - ALL RIGHTS-OF-WAY ARE 60' UNLESS OTHERWISE NOTED
 - ALL UTILITIES SHOWN ARE TO BE USED FOR THE INSTALLATION OF UTILITIES BY THE CITY OF POOLER, GEORGIA POWER, CONCRETE & SANDWICH AS THEY ARE SHOWN AND EXISTING UTILITIES BY THE OTHER THE CITY OF POOLER SHALL NOT BE RESPONSIBLE FOR DAMAGE OR MAINTENANCE OF THE LOTS. THE LOTS SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (THE FOREST LAKE PROPERTY OWNERS ASSOCIATION SHALL BE ESTABLISHED AND IN OPERATION PRIOR TO OCCUPANCY OF THE FIRST DWELLING IN THE SUBDIVISION)
 - THE CITY OF POOLER REQUIRES THAT ALL FRONT FLOOR ELEVATIONS OF ALL UNFINISHED STRUCTURES LOCATED WITHIN THE 100' LURE PLUMB BE AT 1' ABOVE THE BASIC FLOOD ELEVATION. THE FRONT FLOOR ELEVATION OF ALL FINISHED STRUCTURES SHALL BE AS SHOWN ON THE LOT TABLE. THIS SHALL BE TO COMPLY WITH THE CITY OF POOLER REQUIREMENTS.
 - THESE SHALL BE ACCESS GRANTED FOR EGRESS AND EMERGENCY VEHICLES
 - ZONING: PFC
 - ALL RIGHTS-OF-WAY, EASEMENTS, AND RIGHTS FOR PUBLIC USE AS SHOWN ON THIS PLAN ARE HEREBY DEEDED FOR THE USE INTENDED



CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH		
C1	368.27	800.00	44°45'36"	377.2273"	535.87	
C2	333.41	830.00	32°22'25"	316.81	489.2316"	328.72
C3	303.87	510.00	20°21'37"	154.87	480.2432"	288.53
C4	218.19	388.00	14°45'36"	105.45	417.2228"	198.42
C5	22.29	829.00	0°00'36"	1.14	548.6428"	7.22
C6	81.45	820.00	5°47'28"	40.70	523.0710"	81.42
C7	81.45	890.00	5°47'28"	40.70	523.0710"	81.42
C8	81.45	820.00	5°47'28"	40.70	523.0710"	81.42
C9	81.45	820.00	5°47'28"	40.70	523.0710"	81.42
C10	81.45	820.00	5°47'28"	40.70	523.0710"	81.42
C11	81.45	820.00	5°47'28"	40.70	523.0710"	81.42
C12	81.45	820.00	5°47'28"	40.70	523.0710"	81.42
C13	81.45	820.00	5°47'28"	40.70	523.0710"	81.42
C14	10.32	820.00	1°04'52"	7.66	484.8428"	15.30
C15	54.68	830.00	5°28'17"	27.20	488.4340"	54.65
C16	88.78	830.00	6°53'17"	34.41	587.7420"	88.72
C17	88.78	830.00	6°53'17"	34.41	587.7420"	88.72
C18	88.78	830.00	6°53'17"	34.41	587.7420"	88.72
C19	87.68	830.00	6°53'17"	33.88	585.9347"	87.62
C20	8.00	830.00	0°00'00"	2.50	535.9347"	8.00
C21	81.68	570.00	6°53'17"	43.82	488.8428"	81.62
C22	82.68	570.00	6°53'17"	43.82	488.8428"	82.62
C23	87.68	570.00	6°53'17"	43.82	488.8428"	87.62
C24	29.00	570.00	33°57'27"	18.81	588.7387"	29.00
C25	34.38	880.00	2°14'38"	17.79	582.2141"	34.38
C26	67.68	880.00	4°21'21"	33.88</		



EOM Operations
Your solution to a better tomorrow

February 1st, 2023

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

Subject: Warranty Bond Request (1/26/2023)
Forest Lakes Phase 10

Dear Ms. Dyer:

We have reviewed the request for Forest Lakes Phase 10 – Warranty Bond, furnished by Coleman Company, 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

Based on the calculations provided by Neil McKenzie, with Coleman Company, the cost of the remaining site work is \$418,511.50, which is correct. Therefore, the calculated value of the 50% Warranty Bond of \$209,255.75 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



01/26/2023

City of Pooler
100 SW Highway 80
Pooler Georgia, 31322

Attn: Ms Kim Classen

Re: Utility Bond
Forest Lakes Phase 10
Pooler, Georgia

CCI: 19-319

Dear Mrs. Classen:

Enclosed, please find the Utility Bond Calculation for the above referenced project. The various infrastructure components that comprise the overall project were used to determine the Warranty Bond Cost. The respective infrastructure components and their unit costs are listed on the attached spreadsheets. Based on the attached information the calculated Utility Bond amount is as follows:

Cost of Infrastructure: \$ 418,511.50
50% Utility Warranty Bond: \$ 209,255.75

Please review the attached calculations and if you have any questions or comments, please call me at 200-3041.

Regards,

Coleman Company, Inc.

Neil P. McKenzie, P.E.

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

Performance Bond Calculations

Section I - Erosion Control

Item #:	Description:	Quantity:	Unit Price:	Cost:
I-1	Silt Fence - Type A-Behind Curb (LF)	2500	\$2.10	\$5,250.00
I-2	Inlet Protection	8	\$185.00	\$1,480.00
I-3	Retrofit	1	\$2,800.00	\$2,800.00
I-4	Rip Rap at Flared Ends	20	\$85.00	\$1,700.00
I-5	Rip Rap Overflow	45	\$85.00	\$3,825.00
I-6	Grassing (AC)	14	\$1,250.00	\$17,500.00

Section II - Grading

Item #:	Description:	Quantity:	Unit Price:	Cost:
II-1	N/A	0	\$0.00	\$0.00

Section III - Paving & Concrete Work

Item #:	Description:	Quantity:	Unit Price:	Cost:
III-1	Private	0	\$0.00	\$0.00

Section IV - Sanitary Sewer

Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-1	Connect to Existing Manhole	2	\$4,650.00	\$9,300.00
IV-2	Connect to Existing Sewer w/ 4" Saddle	2	\$1,800.00	\$3,600.00
IV-3	Connect to Existing Sewer Manhole w/ 4" Service	1	\$2,690.00	\$2,690.00
IV-4	8" PVC 0-6 (LF)	91	\$40.50	\$3,685.50
IV-5	8" PVC 6-8 (LF)	143	\$42.50	\$6,077.50
IV-6	8" PVC 8-10 (LF)	105	\$44.50	\$4,672.50
IV-7	8" PVC 10-12 (LF)	307	\$54.00	\$16,578.00
IV-8	8" PVC 12-14 (LF)	676	\$58.00	\$39,208.00
IV-9	Standard Manholes 0-6 (EA)	2	\$3,120.00	\$6,240.00
IV-10	Standard Manholes 10-12 (EA)	3	\$4,615.00	\$13,845.00
IV-11	6' Drop Manhole Raven Lined 12-14	1	\$23,150.00	\$23,150.00
IV-12	6' Drop Manhole Raven Lined 14-16	1	\$24,650.00	\$24,650.00
IV-13	8"x4" PVC Service Connection (EA)	25	\$285.00	\$7,125.00
IV-14	Manhole Service Connection	6	\$175.00	\$1,050.00
IV-15	4" PVC Sewer Lateral (LF)	1283	\$25.00	\$32,075.00
IV-16	Select Fill (CY)	815	\$20.00	\$16,300.00
IV-17	Estimated Stone for Bedding (TN)	265	\$60.00	\$15,900.00

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405



Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-18	Cleaning and testing	1	\$13,650.00	\$13,650.00
IV-19	Standard Manholes 12-14 (EA)	1	\$5,200.00	\$5,200.00

Section V - Stormwater Drainage System

Item #:	Description:	Quantity:	Unit Price:	Cost:
V-1	Private	0	\$0.00	\$0.00

Section VI - Water Distribution System

Item #:	Description:	Quantity:	Unit Price:	Cost:
VI-1	Connect to Existing 8" Main	1	\$3,850.00	\$3,850.00
VI-2	8" PVC Water Main (LF)	1240	\$42.00	\$52,080.00
VI-3	Fire Hydrant Assembly (EA)	3	\$5,695.00	\$17,085.00
VI-4	8" Gate Valve in Manhole (EA)	1	\$4,810.00	\$4,810.00
VI-5	Remove and Re-install 8" Gate Valve In Manhole	1	\$2,875.00	\$2,875.00
VI-6	8" Storm Crossing	1	\$6,320.00	\$6,320.00
VI-7	8" x1" Service Connection	34	\$415.00	\$14,110.00
VI-8	8" Bell Restraints	6	\$210.00	\$1,260.00
VI-9	8" MJ 45 Bend	2	\$1,440.00	\$2,880.00
VI-10	8" Blow Off Assembly	2	\$1,440.00	\$2,880.00
VI-11	Select Fill (CY)	320	\$20.00	\$6,400.00
VI-12	Testing & Chlorination (LS)	1	\$6,250.00	\$6,250.00
VI-13	1" PE Tubing Lateral (LF)	1680	\$12.00	\$20,160.00

Erosion Control:	\$32,555.00
Grading:	\$0.00
Paving & Concrete Work:	\$0.00
Sanitary Sewer:	\$244,996.50
Stormwater Drainage:	\$0.00
Water Distribution:	\$140,960.00
Total Infrastructure Cost:	\$418,511.50

\$ 418,511.50

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

Bond No.: 0249965

Principal Amount: \$209,255.75

MAINTENANCE AND WARRANTY BOND

Project: Forest Lakes Phase 10

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

Project Location: Forest Lakes Phase 10, Pooler GA

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of 9521 US Hwy 301 South, Statesboro, GA 30458; as Principal, hereinafter called "**CONTRACTOR**," and Berkley Insurance Company as Surety, hereinafter called the "**SURETY**," registered business address of 475 Steamboat Road, Greenwich, CT 06830, a Surety insurer, chartered and existing under the laws of the State of Delaware, 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 Nine Thousand Two Hundred Fifty Five & 75/100 Dollars (\$ 209,255.75) 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: Forest Lakes Phase 10, Pooler GA 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 Obligeo, Obligeo shall then notify Surety in writing of the defect(s) who may, within thirty (30) days from the date of notice from Obligeo,

- 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 Obligeo 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 Obligeo 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, Obligeo 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 Obligeo, together with any damages direct or consequential Obligeo may sustain as a result of the defect(s) or the failure to timely repair the defect(s); and

8. Obligeo 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 Obligeo for any amount owed under such contract.

This Bond shall automatically renew unless released by Obligeo 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 Obligeo.

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 Obligeo 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 Obligeo, 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.

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[SIGNATURE PAGE FOLLOWS]

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

0249965, this 5 day of June, 2023

(SEAL)
ATTEST:

CONTRACTOR

WITNESS AS TO CONTRACTOR



CONTRACTOR - Signature

WITNESS AS TO CONTRACTOR

Matt Hilton
(Print Name)

By: _____
Managing Member
Title

(SEAL)
ATTEST:

COMPANY NAME

WITNESS AS TO SURETY

Berkley Insurance Company

SURETY (Print Company Name)

WITNESS AS TO SURETY

475 Steamboat Road, Greenwich, CT 06830

Business Address

By: 

Authorized Signature

Christy Lackey, Attorney In Fact
(Print Name)

OR

(SEAL)
ATTEST:

SURETY'S AGENT

WITNESS AS TO AGENT

By: 

As Attorney in Fact (Attached Power)

Christy Lackey
(Print Name)

WITNESS AS TO AGENT

2887096
Agent's License Number

Christy Lackey
Agent's Name



EOM Operations
Your solution to a better tomorrow

April 24, 2023

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

Subject: Sidewalk Performance Bond Request (4/10/2023)
Forest Lakes Phase 10

Dear Ms. Dyer:

We have reviewed the request for Forest Lakes Phase 10 – Performance Bond, furnished by Coleman Company, specifically the Schedule of Values and Unit Cost for the required bond.

For the Performance Bond Request, the remaining site work includes sidewalk.

Based on the calculations provided by the Coleman Company, the cost of the remaining site work is \$37,625.00 which is correct. Therefore, the calculated value of the 150% Performance Bond of \$56,438.00 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 kstewart@eomworx.com or (912) 445-0050.

Sincerely,

Keith Stewart
Project Manager
EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



04/10/2023

City of Pooler
100 SW Highway 80
Pooler Georgia, 31322

Attn: Ms Kim Classen

Re: **Performance Sidewalk Bond**
Forest Lakes Phase 10
Pooler, Georgia

CCI: 19-319

Dear Ms. Classen:

Enclosed, please find the Performance Bond Calculation for the above referenced project. The various infrastructure components that comprise the City of Pooler maintained infrastructure were used to determine the Utility Performance Bond Cost. The City maintained infrastructure consists of the public roadway, water distribution, and sanitary sewer collection systems. The respective infrastructure components and their unit costs are listed on the attached spreadsheets. Based on the attached information the calculated Performance bond amounts are as follows:

Cost of Infrastructure: **\$37,625.00**
150% Cost of Infrastructure: **\$56,438.00**

Please review the attached calculations and if you have any questions or comments, please call me at 200-3041.

Regards,
Coleman Company, Inc.

Neil P. McKenzie, P.E.

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

Performance Bond Calculations

Section I - Erosion Control

Item #:	Description:	Quantity:	Unit Price:	Cost:
I-1	N/A	0	\$0.00	\$0.00

Section II - Grading

Item #:	Description:	Quantity:	Unit Price:	Cost:
II-1	N/A	0	\$0.00	\$0.00

Section III - Paving & Concrete Work

Item #:	Description:	Quantity:	Unit Price:	Cost:
III-1	Sidewalks	1075	\$35.00	\$37,625.00

Section IV - Sanitary Sewer

Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-1	N/A	0	\$0.00	\$0.00

Section V - Stormwater Drainage System

Item #:	Description:	Quantity:	Unit Price:	Cost:
V-1	N/A	0	\$0.00	\$0.00

Section VI - Water Distribution System

Item #:	Description:	Quantity:	Unit Price:	Cost:
VI-1	N/A	0	\$0.00	\$0.00

Erosion Control:	\$0.00
Grading:	\$0.00
Paving & Concrete Work:	\$37,625.00
Sanitary Sewer:	\$0.00
Stormwater Drainage:	\$0.00
Water Distribution:	\$0.00
Total Infrastructure Cost:	\$37,625.00

1480 Chatham Parkway, Suite 100 | Savannah, GA 31405

Bond No.: 0249966

Principal Amount: \$56,438.00

SIDEWALK PERFORMANCE BOND

Project: Forest Lakes Phase 10
City of Pooler Permit No.: (if applicable) _____
Project Location: Forest Lakes Phase 10, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of 9521 Highway 301 South, Statesboro, GA 30458; as Principal, hereinafter called "PRINCIPAL," and Berkley Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 475 Steamboat Road, Greenwich, CT 06830, a Surety insurer, chartered and existing under the laws of the State of DE, 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 Six Thousand Four Hundred Thirty Eight and 00/100 Dollars (\$ 56,438.00), 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: Forest Lakes Phase 10, remaining site work includes sidewalk 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 Oblige 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 Oblige 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 Oblige.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:
0249906, this 5 day of June, 2023

(SEAL)
ATTEST:

CONTRACTOR

WITNESS AS TO CONTRACTOR

Preferred Site Construction, LLC
CONTRACTOR – Signature

WITNESS AS TO CONTRACTOR

Matt R. Hilton
(Print Name)

By: [Signature]
Title Member

COMPANY NAME

(SEAL)
ATTEST:

Berkley Insurance Company
SURETY (Print Company Name)

[Signature]
WITNESS AS TO SURETY

475 Steamboat Road, Greenwich, CT 06830
Business Address

Carolyn J. Smith
WITNESS AS TO SURETY

By: [Signature]
Authorized Signature

Christy Lackey, Attorney In Fact
(Print Name)

OR

SURETY'S AGENT

(SEAL)
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



thompson
CONSULTING SERVICES

May 4, 2023

Mrs. Rachael Brown
Public Works Coordinator
1095 S. Rogers St.
Pooler, Georgia 31322

Sent via Email: RBrown@pooler-ga.gov

Subject: Renewal of Annual Contract for Debris Monitoring Services and Consumer Price Index Escalation

Dear Mrs. Brown:

Thompson Consulting Services (Thompson) has been providing the City of Pooler (City) with Disaster Debris Monitoring Services since the execution of the Contract, which was effective October 27, 2016. Although our contract expired on October 26, 2021, Thompson understands that the City would like to extend our agreement through October 26, 2023 to ensure uninterrupted service through the 2023 hurricane season. Thompson agrees with this extension and recommends that the current contract be amended to allow for the extended contract term.

In addition, pursuant to Section 6 Fee for Services, the amount as specified in Exhibit "B" may be updated annually prior to each optional renewal period upon mutual written agreement by each party. Thompson respectfully requests the City consider an addendum to the Contract to increase Exhibit "B" based on a CPI escalation as reflected in Attachment I.

We hope the City understands the need for Thompson to request the CPI escalation. We believe Thompson offers the best value available for similar services and value the City as our client. If you have any questions or if we can be of any further assistance, please contact Nicole Lehman, Director of Client Services at (407) 756-7589 or by email nlehman@thompsoncs.net.

Sincerely,

Jon Hoyle
President

2601 Maitland Center Parkway
Maitland, Florida 32751
O: (407) 792-0018 | F: (407) 878-7858
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

Series: CPI-U, U.S. City Average, All Items, 1982-84

	<u>October 2016</u>	<u>March 2023</u>
CPI for Current Period	241.729	301.836
Less CPI for Previous Period		241.729
Equals Index Point Change		60.107
Divided by Previous Period CPI		241.729
Equals		0.2487
Result Multiplied by 100		100
Equals Percent Change		24.87

<u>Position</u>	<u>October 2016</u>	<u>March 2023</u>
Operations Manager	65.00	81.17
Field Supervisor	49.00	61.19
Debris Monitor (Collection, Disposal)	34.00	42.46
Data Manager	50.00	62.44
Project Coordinator	26.00	32.47



Professional Services Agreement General Terms and Conditions

This Professional Services Agreement ("Agreement") is dated October 27, 2016 by and between Thompson Consulting Services, LLC ("Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the City of Pooler, Georgia ("Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for three (3) years from the date of full execution hereof and shall automatically renew for two (2) successive one (1) year periods at the end of each prior term unless one party notifies the other party in writing prior to the expiration of the then current term of its intent not to renew the Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written task order executed by both parties.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly

related to the services furnished under this Agreement. **Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.**

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the billing rates attached as Exhibit B. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

8. INDEMNITY

To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Client, to the extent caused by the negligent acts or actions performed by the Consultant during the performance of the Scope of Services under this Agreement; provided, however, that Consultant shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from the gross negligence or willful misconduct of the Client. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Consultant agrees to defend the Client in the action or proceeding.

To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its directors, officers, shareholders, employees and sub-consultants (each an 'Indemnified Party') from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Indemnified Party by reason of or in connection with negligent acts or actions of the Client or its breach of its obligations under this Agreement; provided, however, that Client shall not, and shall not be obligated to, indemnify, defend or hold harmless any Indemnified Party from or against any loss to the extent the loss arises from the gross negligence or willful misconduct of the Indemnified Party. Upon notice from any Indemnified Party of any action or proceeding subject to the indemnification in this section, Client agrees to defend the Indemnified Party in the action or proceeding.

9. INSURANCE

Professional Services Agreement General Terms and Conditions

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Automobile:	\$1,000,000 combined single limit
Professional Liability:	\$1,000,000 per claim and in the aggregate

10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract, contribution or indemnity claims based on third party claims or any other case, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. \$150,000.00), whichever is greater.

12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. TERMINATION

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination, including but not limited to those obligations found in sections 4, 7, 8, 10, 11, 12, 13, 16 & 17.

16. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of the State of Georgia and any suit brought by either party shall be brought in a court of competent jurisdiction in Chatham County, Georgia.

17. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the matter will be litigated as provided in the above paragraph 16.

18. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies to utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

19. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

20. NOTICES



Professional Services Agreement General Terms and Conditions

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: City of Pooler
Attention: Michael F. Lamb, Mayor
Address: 100 SW Aug 80
Pooler, GA 31322

Consultant: Thompson Consulting Services, LLC
Attention: Jon Hoyle, President
Address: 1135 Townpark Avenue
Suite 2101
Lake Mary, FL 32746

With a copy to:
Attention: Chad Brown, Chief Legal Officer
Address: 2970 Cottage Hill Road
Suite 190
Mobile, AL 36606

21. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's place of business for purposes of inspection, reproduction and audit without restriction.

D. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

E. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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thompson

Professional Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

 City of Pooler, Georgia

By: Michael F. Smith
 As its: Mayor
 Date: 10-27-16

[Signature]

 Thompson Consulting Services, LLC

By: Jon Hoyle
 As its: President
 Date: 10/27/16

Please return executed copy of these terms and conditions to the attention of:
 Kyle Hoyle
 (407) 792-0018 - Phone

Scope of Services for Debris Monitoring Services

General

Provide debris monitors and debris monitoring services to assist City of Pooler with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance, and supervision and inspection. All debris monitoring activities are to be in compliance with current FEMA guidance and local, State, and Federal regulations. Debris sites will operate approximately 12 to 14 hours per day, 7 days per week.

Requirements

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors for the City.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with the contract.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Consultant will provide one debris monitoring field supervisor for debris loading site monitors. Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with City Personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Preparing a master log book of all hauling equipment used by the City's debris removal contractor
- Compiling, reconciling and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collections sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

Consultant will perform on-site, street level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in the area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing record contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical Staff/Data Entry Staff

Consultant will provide clerical staff/data entry staff as required to implement and maintain a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes, to enter load ticket information into the contractor's information management systems and to supervise the preparation of detailed estimates for submission to the City and to provide periodic reports to the City, noting work progress and efficiency, current/revised estimated, project completion, and other schedule forecasts/updates.

Terms

The work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by City of Pooler with 10 days written notice.

Deployment

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City to use as needed.

EXHIBIT B

Per Diem for management and supervisory personnel residing greater than 50 miles from the City will be billed at the GSA published rate. All other non-labor project expenses will be billed at cost, without mark-up.

Positions	Hourly Rates
Operations Manager	\$ 65.00
Field Supervisors	\$ 49.00
Debris Monitors (Collection, Disposal)	\$ 34.00
Data Manager	\$ 50.00
Project Coordinators	\$ 26.00