



CITY of POOLER
— GEORGIA —

CITY COUNCIL **Regular Meeting – Agenda**

June 20, 2023 at 4:00 PM

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

-
- I. ROLL CALL/DECLARATION OF QUORUM
 - II. CALL TO ORDER
 - III. INVOCATION
 - IV. PLEDGE OF ALLEGIANCE
 - V. ANNOUNCEMENTS
 - VI. CONSENT AGENDA
 - A. City Council Meeting Minutes of June 5, 2023
 - B. City Council Executive Session Minutes of June 5, 2023
 - C. Special Event Permit Application for Raymond Eric Powers on July 14, 2023
 - D. Special Event Permit Application for Sara Alread and Patrick Mignano from July 14-24, 2023
 - E. Special Event Permit Application for Southeast Spas from August 18-20, 2023
 - F. Department Reports
 1. Public Works
 2. Finance
 3. Fire-Rescue
 4. Police
 5. Recreation
 6. Planning & Zoning
 - VII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS
 - A. 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 (*Second Reading*)

- B. 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 (*Second Reading*)

VIII. OLD BUSINESS

- A. Major Subdivision for The Farm at Morgan Lakes (Reapproval)

IX. NEW BUSINESS

- A. Site Plan for Barrow Drive Trailer Parking Extension
- B. Site Plan for Tract W - Harmony Amenity Site
- C. Site Plan for 2101 Travis Field Road Truck Yard Improvements (Dean Forest Road)
- D. Site Plan for Towne Place Pooler Hotel
- E. Acceptance of Maintenance Bond, Sidewalk Performance Bond, and Final Plat for Ellis Park, Phase 4
- F. Acceptance of Maintenance Bond, Sidewalk Performance Bond, and Final Plat for Telfair Park, Phase 2
- G. Release of Warranty Bond for Westbrook Villas, Phase 3A
- H. Release of Performance Bond, Acceptance of Maintenance and Sidewalk Performance Bonds for Westbrook, Area K1
- I. Release of Performance Bond, Acceptance of Maintenance and Sidewalk Performance Bonds for Westbrook, Area K2
- J. Release of Performance Bond, Acceptance of Maintenance and Sidewalk Performance Bonds for Westbrook, Area K3
- K. Adoption of the Proposed 2023 Millage Rate
- L. 2023 City Council Meeting Schedule Amendment
- M. Location Agreement with Kiki Tree Pictures, Inc
- N. Amendment Number 2 to the 2017 Inmate Labor Agreement Between the Board of Commissioners of Effingham County and the City of Pooler

X. EXECUTIVE SESSION

XI. ADJOURNMENT



CITY COUNCIL
Regular Meeting – Minutes

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

CITY of POOLER
— GEORGIA —

June 5, 2023 at 4:00 PM

I. ROLL CALL/DECLARATION OF QUORUM

Present: Rebecca C. Benton, Mayor
Tom Hutcherson, Mayor Pro Tem
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: Shannon Black, Councilmember

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

There were no 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**

City Manager Robert Byrd presented the consent agenda for consideration. Councilmember Aaron Higgins moved to approve the consent agenda.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Higgins
SECONDER: Wilcher
AYES: 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 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*)**

City Manager Robert Byrd presented the second reading for consideration. Councilmember Johh Wilcher moved to approve the second reading of 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.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Williams

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

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*)**

City Manager Robert Byrd presented the first reading for consideration. Mayor Rebecca Benton opened and closed the public hearing without comment. City Planner Brian Crooks was present to answer questions. Councilmember Aaron Higgins moved to postpone the first reading of 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 until such time that City staff is able to consult with the City Attorney on the item.

Motion to Postpone; PASSED (UNANIMOUS)
MOVER: Higgins
SECONDER: Williams
AYES: Higgins, Hutcherson, Wall, Wilcher, Williams
NAYS:

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)**

City Manager Robert Byrd presented the first reading for consideration. Mayor Rebecca Benton opened and closed the public hearing without comment. City Planner Brian Crooks was present to answer questions. Councilmember Aaron Higgins moved to postpone the first reading of 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.

Motion to Postpone; PASSED (UNANIMOUS)
MOVER: Higgins
SECONDER: Hutcherson
AYES: Higgins, Hutcherson, Wall, Wilcher, Williams
NAYS:

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)**

City Manager Robert Byrd presented the first reading for consideration. Mayor Rebecca Benton opened and closed the public hearing without comment. City Planner Brian Crooks was present to answer questions. Councilmember Aaron Higgins moved to approve the first reading of 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.

Motion to Approve; PASSED (UNANIMOUS)
MOVER: Higgins
SECONDER: Wilcher
AYES: Higgins, Hutcherson, Wall, Wilcher, Williams
NAYS:

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)

City Manager Robert Byrd presented the first reading for consideration. Mayor Rebecca Benton opened and closed the public hearing without comment. City Planner Brian Crooks was present to answer questions. Councilmember John Wilcher moved to approve the first reading of 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.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Higgins

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

F. Proclamation for Juneteenth 2023

Mayor Rebecca Benton read aloud the Councilmember None moved to the Proclamation for Juneteenth 2023 and announced the upcoming Juneteenth Run on June 10 and Juneteenth Celebration on June 17. Mayor Pro Tem Tom Hutcherson introduced those present serving on committees for the events: Herbert Singleton, Phyllis Bell, and John Hayden.

G. Resolution 2023-06.A - Budget Amendment 2023-01

City Manager Robert Byrd presented the resolution for consideration. Finance Officer Chris Lightle reviewed the item. Councilmember Stevie Wall moved to approve Resolution 2023-06.A - Budget Amendment 2023-01.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Williams

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

VIII. OLD BUSINESS

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

City Manager Robert Byrd presented the amendment for consideration. Attorney Robert McCorkle was present on behalf of the petitioner. Resident Timothy Creech spoke in opposition to the rezoning. Councilmember John Wilcher moved to approve the Zoning Map Amendment for 1703 Old Dean Forest Road from MH-3 to I-1 (PIN 5-

0988-04-006).

Motion to Approve; PASSED (4-1)

MOVER: Wilcher

SECONDER: Hutcherson

AYES: Hutcherson, Wall, Wilcher, Williams

NAYS: Higgins

IX. NEW BUSINESS

A. **Building Height Variance for Stonecutter Pooler Multifamily Owner, LLC**
(Public Hearing, Action)

City Manager Robert Byrd presented the request for consideration. Mayor Rebecca Benton opened the public hearing. Brian Clouser of Kimley-Horn was present on behalf of the petitioner to answer questions. Residents Jim McQueen, Kim O'Connell, and Angela Wood expressed their concerns regarding noise, parking, traffic, and aesthetics. Resident Richard Sturgis inquired about the maximum number of units the developer would be building. Mayor Rebecca Benton closed the public hearing, and Councilmember John Wilcher moved to approve the Building Height Variance for Stonecutter Pooler Multifamily Owner, LLC.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Higgins

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

B. **Release of Performance Bond/Acceptance of Maintenance Bond for Harmony Townhomes**

City Manager Robert Byrd presented the bonds for consideration. Councilmember John Wilcher moved to approve 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 Sidewalk Performance Bond in the amount of \$77,127.00 for Harmony Townhomes, subject to City Attorney approval.

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Hutcherson

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

C. **Acceptance of Subdivision Performance Bond/Final Plat for Harmony, Phase 7**

City Manager Robert Byrd presented the bonds and plat for consideration. Councilmember John Wilcher moved to approve Acceptance of the Subdivision Performance Bond in the amount of \$2,159,783.90 in

addition to the Final Plat for Harmony, Phase 7, subject to City Attorney approval.

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Higgins

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

D. **Acceptance of Subdivision Performance Bond/Final Plat for Forest Lakes, Phase 10**

City Manager Robert Byrd presented the bonds and plat for consideration. Councilmember Karen Williams moved to approve Acceptance of the Warranty Bond in the amount of \$209,255.75, the Sidewalk Performance Bond in the amount of \$56,438.00, and the final plat Final Plat for Forest Lakes, Phase 10, subject to City Attorney approval.

Motion to Approve; PASSED (UNANIMOUS)

MOVER: Williams

SECONDER: Higgins

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

E. **Renewal of Annual Contract for Debris Monitoring Services and Consumer Price Index Escalation**

City Manager Robert Byrd presented the contract for consideration. Councilmember Stevie Wall moved to approve Renewal of Annual Contract for Debris Monitoring Services and Consumer Price Index Escalation, subject to City Attorney approval.

Motion to Approve with Stipulations; PASSED (UNANIMOUS)

MOVER: Wall

SECONDER: Wilcher

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

X. EXECUTIVE SESSION

With no further public business to conduct, Councilmember John Wilcher moved to enter Executive Session. Council entered Executive Session at 5:30 p.m.

Motion to Enter; PASSED (UNANIMOUS)

MOVER: Wilcher

SECONDER: Hutcherson

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

Mayor Rebecca C. Benton called the meeting back to order at 5:47 p.m..

XI. ADJOURNMENT

Councilmember Aaron Higgins moved to adjourn the meeting.

Motion to Adjourn; PASSED (UNANIMOUS)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Higgins, Hutcherson, Wall, Wilcher, Williams

NAYS:

The meeting adjourned at 5:47 p.m.

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

Rebecca C. Benton, Mayor

Attest:

Kiley Fusco, Clerk of Council



STATE OF GEORGIA)

COUNTY OF CHATHAM)

AFFIDAVIT

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

(1) I am competent to make this Affidavit and have personal knowledge of the matters set forth herein.

(2) Pursuant to my duties as Mayor, I was the presiding officer of a meeting of the Pooler City Council held on the 5TH day of JUNE, 2023. A portion of said meeting was closed to the public.

(3) It is my understanding that O.C.G.A. § 50-14-4(b) provides as follows:

When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the person presiding over such meeting or, if the agency's policy so provides, each member of the governing body of the agency attending such meeting, shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception. *Closing of S. Rogers due to bridge + approach repair*

(4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows:

A. Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege as provided in Georgia Code section 50-14-2(1) and 50-14-3(b)(1)(A). The subject discussed was _____.

B. Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property as provided in Georgia Code section 50-14-3(b)(1)(B).

C. Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate as provided in Georgia Code section 50-14-3(b)(1)(C).

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

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

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

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

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

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

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

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

This 5TH day of JUNE, 2023.



Rebecca C. Benton, Mayor

Sworn to and subscribed before me
this day of 6TH day of JUNE, 2023.



Notary Public





SPECIAL EVENT PERMIT APPLICATION

1. APPLICANT'S INFORMATION:

| | |
|--|------------------------------------|
| <u>Raymond Eric Powers</u> | <u>licensing@trulieve.com</u> |
| Applicant's Name | Email Address |
| <u>3494 Martin Hurst Rd, Tallahassee, FL 32312</u> | <u>844-878-5438</u> |
| Applicant's Home Address | Telephone Number |
| <u>Shavaria Pride</u> | <u>shavaria.pride@trulieve.com</u> |
| Contact Person/Agent Name | Email Address |
| <u>850-559-0853</u> | |
| Contact Person/Agent Telephone Number | |

2. EVENT INFORMATION:

| | | |
|------------------------|---|-----------------------------|
| <u>July 14, 2023</u> | <u>2003 Pooler Parkway Pooler, GA 31322</u> | |
| Date of Event | Location of Event | |
| <u>10 am</u> | <u>8pm</u> | <u>100</u> |
| Starting Time of Event | Ending Time of Event | Estimated # of Participants |

Grand Opening Event for licensed low-thc cannabis dispensary
 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.

DocuSigned by: [Signature] 5/3/2023
 Applicant's Signature Date

Date Submitted: 6/13/23 Permit #: 6423 Fee Paid: \$ _____ Council Meeting Date: 6/20/23
 Approved Denied Special Stipulations: _____

 Mayor's Signature: _____



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

| <u>POLICE DEPARTMENT</u> | | | |
|--|---------------------------|---|----------------------------------|
| The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: | | | |
| Reviewed by: <i>Coleley Brown</i> | Date: <i>6/13/2028</i> | Approval: <input checked="" type="checkbox"/> | Denial: <input type="checkbox"/> |
| Comments/Concerns: <i>NO Security Plan required CS</i> | | | |
| | | | |
| | | | |

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

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



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

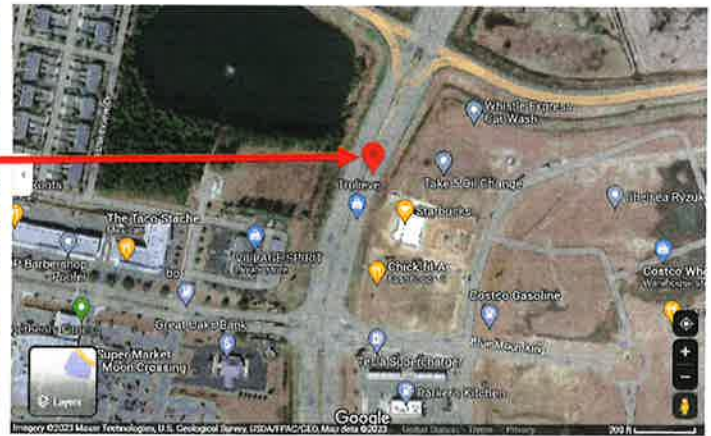
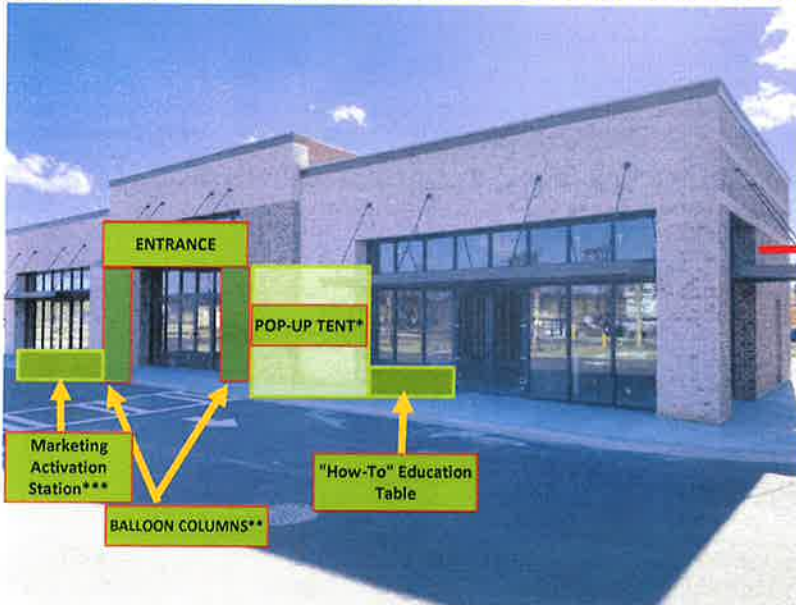
STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

| <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>G.W. Simmons</u> | Date: <u>6/13/23</u> | Approval: <input checked="" type="checkbox"/> | Denial: <input type="checkbox"/> |
| Comments/Concerns: <u>NO ADDITIONAL REQUIREMENTS. - G.W.S.</u> | | | |
| | | | |
| | | | |

| <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: _____ | | | |
| | | | |
| | | | |

Aerial View & Site Activation Layout



*Pop-Up tent will be moved, if necessary, not to obstruct crosswalk or sidewalk
**Balloon Columns -TBD
***Marketing Activation Station - TBD





SPECIAL EVENT PERMIT CHECKLIST

THE ATTACHED APPLICATION MUST BE SUBMITTED AT LEAST 30 DAYS PRIOR TO YOUR SCHEDULED EVENT. APPLICATIONS RECEIVED WITH LESS THAN 30 DAYS' NOTICE WILL NOT BE ACCEPTED OR PROCESSED. NO ADVERTISEMENTS OR FEE COLLECTION SHOULD BE DONE BY THE APPLICANT ONLINE OR ON SOCIAL MEDIA UNTIL THIS APPLICATION HAS BEEN REVIEWED AND APPROVED BY THE CITY OF POOLER'S MAYOR AND COUNCIL.

- ✓ Complete Application. The application must be completed in its entirety. To speed up the process, please include event flyers, routes, maps, and any other supporting documents regarding the event.
- ✓ Contact the Business Registration department at (912) 748-7261, ext. 109, to schedule an appointment to submit the application and pay the non-refundable fee (\$300) (amusement park, carnivals, or circus events are \$500/day), or email the form and supporting documents to hvillafana@pooler-ga.gov then call in to make a phone payment with a debit/credit card (Visa or MasterCard only). **This permit will only be issued for a maximum of 30 days.**
- ✓ If seeking a waiver of fees, please indicate this on the application and attach, if applicable, the 501(C)(3) IRS letter. **Please note, that only Mayor and Council can waive fees.**
- ✓ If your event will have food vendors (i.e., food trucks), please make sure to mention this in your application and indicate that food will be sold/provided. **If food vendors are not indicated on the application, they will NOT be allowed at the event. (If alcohol will be served, this is not the correct form; please fill out the Temporary Special Event Permit – Dispensing Alcohol application or contact us for more information).**
- ✓ After submitting your application and payment, the Police Chief, Fire Chief, and if needed, the Director of Parks and Recreation will review your application. At that time, each department head will make recommendations for approval or denial and indicate what special stipulations, if any, must be completed prior to the application being presented to Mayor and Council.
- ✓ A representative from the Business Registration department will contact you to inform you of the recommendations and/or stipulations required by each department and provide you with contact information, if needed, to coordinate the use of police officers, emergency management personnel, and/or park reservations.
- ✓ Contact all Department personnel, as mentioned previously, to schedule the use of off-duty officers and emergency staff, and/or to make park reservations as required.
- ✓ A representative from the Business Registration office will contact you to inform you when your Special Event Permit application will be reviewed by the Mayor and Council (during a regularly scheduled council meeting). Please make plans to attend this meeting.
- ✓ If approved, the Special Event Permit will be emailed and mailed to you within 2-3 business days after the council meeting. If it is not approved and you would like to appeal the City's decision, please contact us at (912) 748-7261 ext. 109 or hvillafana@pooler-ga.gov.



SPECIAL EVENT PERMIT APPLICATION

1. APPLICANT'S INFORMATION:

SARA ALREAD, "JUROR #2"

Applicant's Name

102 FAHM STREET, SAVANNAH, GA 31401

Applicant's Home Address

912-399-1445

Telephone Number

PATRICK MIGNANO, LOCATION MANAGER

Contact Person/Agent Name

213-952-4120

Contact Person/Agent Telephone Number

2. EVENT INFORMATION:

FILM - MON, 7/17-FRI, 7/21

Date of Event

POOLER CITY HALL, 100 US-80, POOLER, GA 31322

Location of Event

PLEASE SEE ATTACHED

Starting Time of Event

Ending Time of Event

150

Estimated # of Participants

EXTERIOR STEPS, INTERIOR LOBBY/ROTUNDA, EMPLOYEE PARKING LOT, COMMUNITY ROOM, CLERK'S OFFICE

Description of Event – *If requesting the closing or use of city streets, please provide a map clearly marking the streets to be used.*

Will food be sold or given away? Yes No

If yes, please ensure that all vendors adhere to 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.

Sara Alread

Applicant's Signature

05/31/23

Date

Date Submitted: _____ Fee Paid: \$ _____ Date Scheduled for Council Meeting: _____

Approved Denied Special Stipulations: _____

Mayor's Signature: _____

JUROR #2 | PROPOSED SCHEDULE

FRIDAY, JULY 14

7:00 AM - 7:00 PM PREP EXTERIOR FILMING AREAS

SATURDAY, JULY 15

7:00 AM - 7:00 PM PREP INTERIOR FILMING AREAS

SUNDAY, JULY 16

7:00 AM - 7:00 PM PREP INTERIOR FILMING AREAS
IF NECESSARY

MONDAY, JULY 17

7:00 AM PREP CREW ARRIVES
11:00 AM ALL CREW ARRIVES ON SET
11:15 AM - 3:45 PM FILM EXTERIORS
3:45 PM - 4:15 PM MOVE INSIDE
4:15 PM - 7:15 PM FILM INTERIORS

TUESDAY, JULY 18

7:00 AM PREP CREW ARRIVES
11:00 AM ALL CREW ARRIVES ON SET
11:15 AM - 2:30 PM FILM EXTERIORS
2:30 PM - 3:00 PM MOVE INSIDE
3:00 PM - 7:00 PM FILM INTERIORS

WEDNESDAY, JULY 19

7:00 AM PREP CREW ARRIVES
11:00 AM ALL CREW ARRIVES ON SET
11:15 AM - 4:30 PM FILM EXTERIORS
4:30 PM - 5:00 PM MOVE INSIDE
5:00 PM - 7:30 PM FILM INTERIORS

THURSDAY, JULY 20

7:00 AM PREP CREW ARRIVES
11:00 AM ALL CREW ARRIVES ON SET
11:15 AM - 3:15 PM FILM EXTERIORS
3:15 PM - 3:45 PM MOVE INSIDE
3:45 PM - 7:45 PM FILM INTERIORS

FRIDAY, JULY 21

7:00 AM PREP CREW ARRIVES
11:00 AM ALL CREW ARRIVES ON SET
11:15 AM - 7:00 PM FILM INTERIORS

SATURDAY, JULY 22

7:00 AM - 7:00 PM RESTORE ALL FILMING AREAS

SUNDAY, JULY 23

7:00 AM - 7:00 PM RESTORE ALL FILMING AREAS

MONDAY, JULY 24

7:00 AM - 7:00 PM RESTORE ALL FILMING AREAS
IF NECESSARY

**Production will hire site reps, security, and police as deemed necessary to facilitate the filming activities.*

AS OF 5/31/23 | DATES & INFORMATION SUBJECT TO CHANGE



REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

The City Council would like to hear issues of importance brought by citizens of Pooler as it is in the best interest of the City that the Mayor and Council be well informed and prepared to address topics placed on the agenda. To better ensure that this process is efficient and effective, the City requires that citizens/vendors submit a written form outlining the subject matter about which they would like to speak. The Mayor may rule out of order personal, abusive, or indecorous language or matters that the City has no purview over. Completion of this form does not entitle the Speaker to be added to the agenda. A request must be received by the Clerk of Council. Depending on the presentation additional information and materials may be requested.

Request Submittal Date: 5/31/23
Name of Person to Speak: Patrick Mignano
Title: Business/Organization: Location Manager, Kiki Tree Pictures, Inc. "Juror #2" Film Project
Address: 102 Fahm Street
City/State/Zip: Savannah, Georgia 31401
Telephone Number: (213) 952-4120
Email Address: patrick.mignano@warnerprod.com

Have you addressed your issue(s) with City staff? Yes No

Have addressed your issue(s) with the City Manager? Yes No

City Council Meeting Date: 6/5/23

PURPOSE:

Brief Summary/paragraph of topic: We would like to discuss our filming proposal at City Hall with the council
We can explain in depth the scheduling, the proposed areas of use
and the production's efforts to minimize the impact of the production's activities on the public.


Signature

5/31/23
Date

CITY STAFF USE ONLY

City Manager Approved Denied Initial/Date _____

Mayor Approved Approved Denied Initial/Date _____

Clerk of Council Notified: Initial/Date _____

Council Agenda/Meeting Approved Date: _____

Requester Notified Date: _____

Reason for Denial: _____



**SPECIAL EVENT
PERMIT
APPLICATION**

1. **APPLICANT'S INFORMATION:**

South East Spas Kiana@Southeastspas.com
 Applicant's Name Email Address
2838 Okeechobee Blvd WPFZ 33409 954-292-4189
 Applicant's Home Address Telephone Number
Kiana Nieves Kiana@Southeastspas.com
 Contact Person/Agent Name Email Address
954-292-4189
 Contact Person/Agent Telephone Number

2. **EVENT INFORMATION:**

08-18-23 to 08-20-23 500 Tanger outlets, Pooler GA 31322
 Date of Event Location of Event
10am 8pm 60-100
 Starting Time of Event Ending Time of Event Estimated # of Participants
Promoting HOT Tubs & Swimspas
 Description of Event – If requesting the closing or use of city streets, please provide a map clearly marking the streets to be used.
 Will food be sold or given away? Yes Will Alcohol be served? Yes NO (if yes, STOP see checklist)
 If yes, please ensure that all vendors adhere to the regulations of the Chatham County Environmental Health Department.

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

[Signature] 5-22-23
 Applicant's Signature Date

Date Submitted: 6/9/23 Permit # 6416 Fee Paid: \$ 300 Council Meeting Date: 6/20/23
 Approved Denied Special Stipulations: _____

 Mayor's Signature: _____

If no confirmation is received promptly we cannot continue processing your application and will consider this a cancellation request. Looking forward to your reply.



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: Kiana Nieves <kiana@southeastspas.com>
Sent: Friday, June 2, 2023 12:44 PM
To: Hadassa Villafana <HVillafana@pooler-ga.gov>
Subject: **EXTERNAL EMAIL**Re: **EXTERNAL EMAIL**Special Event Permit

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

Good Afternoon Hadassa,

I have attached the application with the updated dates for our event in Pooler,GA.

Please let me know if you need anything else.

Thank you,



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

| <u>POLICE DEPARTMENT</u> | | | |
|--|----------------------------|---|----------------------------------|
| The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: | | | |
| Reviewed by: <i>Castley Brown</i> | Date: <i>10/08/2023</i> | Approval: <input checked="" type="checkbox"/> | Denial: <input type="checkbox"/> |
| Comments/Concerns: <u><i>no security plan required AB</i></u> | | | |
| | | | |
| | | | |

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

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



SPECIAL EVENT PERMIT APPLICATION (Staff review page)

STAFF RECOMMENDATIONS – CITY OF POOLER USE ONLY

| <u>POLICE DEPARTMENT</u> | | | |
|--|-------|------------------------------------|----------------------------------|
| The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: | | | |
| Reviewed by: | Date: | Approval: <input type="checkbox"/> | Denial: <input type="checkbox"/> |
| Comments/Concerns: <u>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>G. WADE SIMMONS</u> | Date: <u>6/8/23</u> | Approval: <input checked="" type="checkbox"/> | Denial: <input type="checkbox"/> |
| Comments/Concerns: <u>NO ADDITIONAL REQUIREMENTS.</u> | | | |
| <u>GWS</u> | | | |
| | | | |

| <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: _____ | | | |
| | | | |
| | | | |

Tanger Factory Outlet Centers, Inc.
3200 Northline Avenue, Suite 360
Greensboro, NC 27408
Phone: 336.292.3010
Fax: 336.852.2096
www.tangeroutlet.com



May 31, 2023

Dear Sir/Madam:

South East Spas has permission to obtain the permits to host a spa show at the Tanger Outlets Savannah, 200 Tanger Outlets Blvd., Pooler, GA 31322, for the event dates of *June 23, 2023*, through *June 25, 2023*.

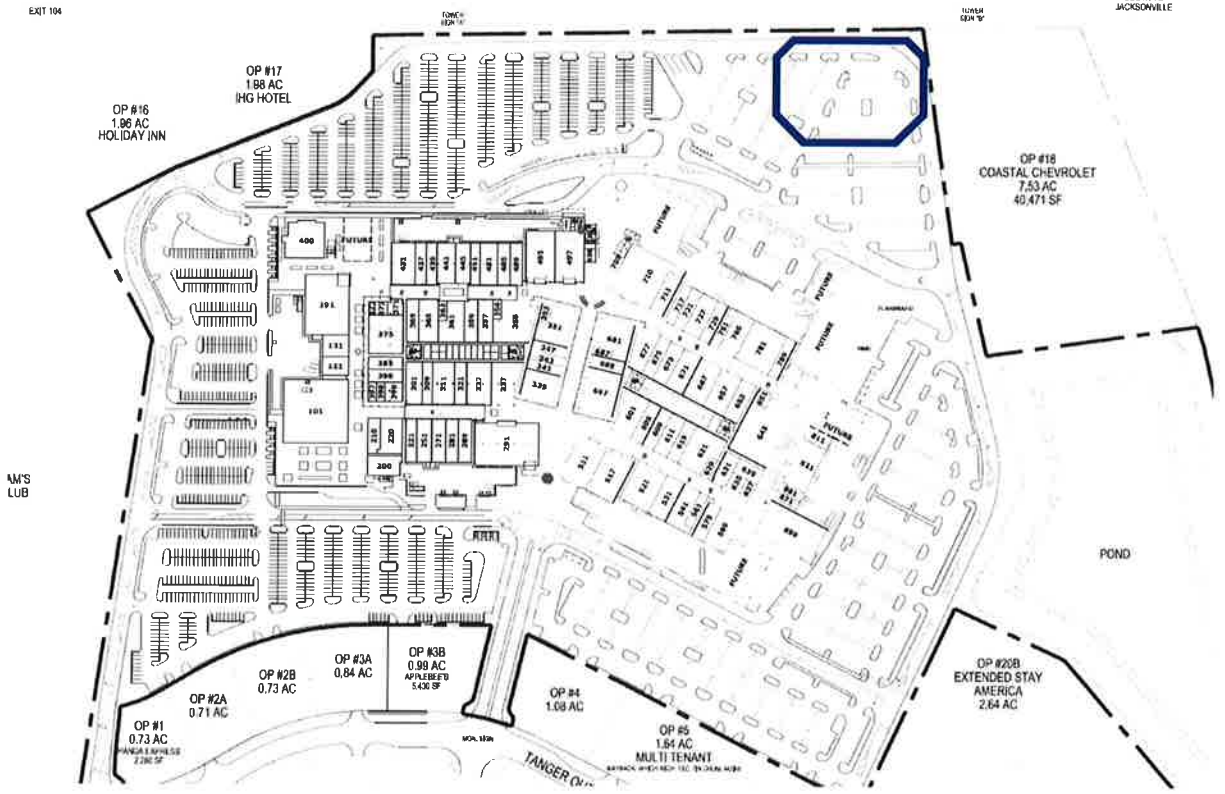
Please contact me with any questions as we look forward to having this wonderful event at our property then.

Best regards,

Casey Jacobs
Regional Manager, Marketing Partnerships
Tanger Outlets

INTERSTATE 95 NORTHBOUND

INTERSTATE 95 SOUTHBOUND



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

COUNCIL REPORT
Report for the month of May 2023

Street:

- Continued routine maintenance throughout the city repairing potholes, sidewalks, and shoulder work.
- Filled in ruts along roads in various locations.
- Repaired damaged traffic light on Benton Blvd.

Signs:

- Replaced **13** signs throughout the city.
- Repaired **15** signs throughout the city.

Street Sweeper:

- **114** miles swept.

Storm Water:

- Completed routine residential workorders.
- Replaced **2** storm catch basin inlet lids.
- Repaired **6** catch basins in various locations.
- Completed **36,992 feet** of routine roadside ditch and outfall maintenance.

Canal Maintenance:

- Removed Beaver Dams from S.H Morgan box culverts on Pooler Parkway.
- Routine maintenance of canals throughout the city.

Public Works Admin:

- Reviewed **16** sets of site plans.

MAYOR
Rebecca C. Benton

CITY MANAGER
Robert H. Byrd, Jr.

CITY ATTORNEY
Craig Call



CITY of POOLER
— GEORGIA —

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

COUNCIL REPORT
Report for the month of May 2023

Mrs. Williams,

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

Water:

Inspected **53** Grease trap inspections.

47 C.O inspections conducted.

Replaced **16** residential and/or commercial laterals.

Completed multiple misc. service orders throughout the city.

Repaired water main on 600 block of West Tietgen Street.

Repaired and/or replaced **38** water meters/mxu's.

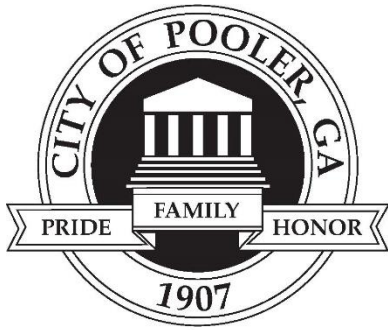
Witnessed the testing and certification of **133** backflow preventers.

Sewer & WWTP:

EOM report attached.

Respectfully submitted,

Matt Saxon



MAY
2023

Monthly Report



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



TABLE OF CONTENTS

| Content | Section |
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| Wastewater Treatment | 2.0 |
| Collections & Distribution..... | 3.0 |
| Engineering | 4.0 |
| Administration..... | 5.0 |
| Appendix | 6.0 |



SECTION 1.0

EXECUTIVE SUMMARY

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

MONTH HIGHLIGHT

- **SEWER** – Responded to (4) grinder pump calls
- **SEWER** – Responded to (7) sewer blockage/leak calls
- **SEWER**- Replaced (1) manhole riser and lid

- **WASTEWATER LIFT STATIONS**
 - **PO-LS-24.05** Bridgewater: Cleaned sonar
 - Pulled Pump and removed debris at the following stations :
 - **PO-LS-06.01** YMCA : Pump #1
 - **PO-LS-08.01** POOLER PARK OF COMMERCE : Pump #1
 - **PO-LS-16.01** SOMERSBY : Pump #1
 - **PO-LS-05.01** BENTON BLVD : Pump #1
 - **PO-LS-28.02** POOLER MIDDLE SCHOOL : Pump #2

- **WASTEWATER TREATMENT PLANT**
 - **PO-WW_EF-02** EFFLUENT REUSE PUMP: Replaced packing
 - **PO-WW-RW-05** MECHANICAL BAR SCREEN_2: Replaced compactor basket
 - **PO-WW-MB-07** AEROBIC ZONE 1_BASIN 1: Repaired water leak and replaced valve
 - **PO-WW-MB-60** MBR_BASIN 4: Replaced faulty float.
 - **PO-WW-GR-26** Gear Motor 1: Replaced hinge with heavy duty hinge.
 - **PO-WW-MB-73** Chemical Dosing Pump_1: Repaired cracked pipe.



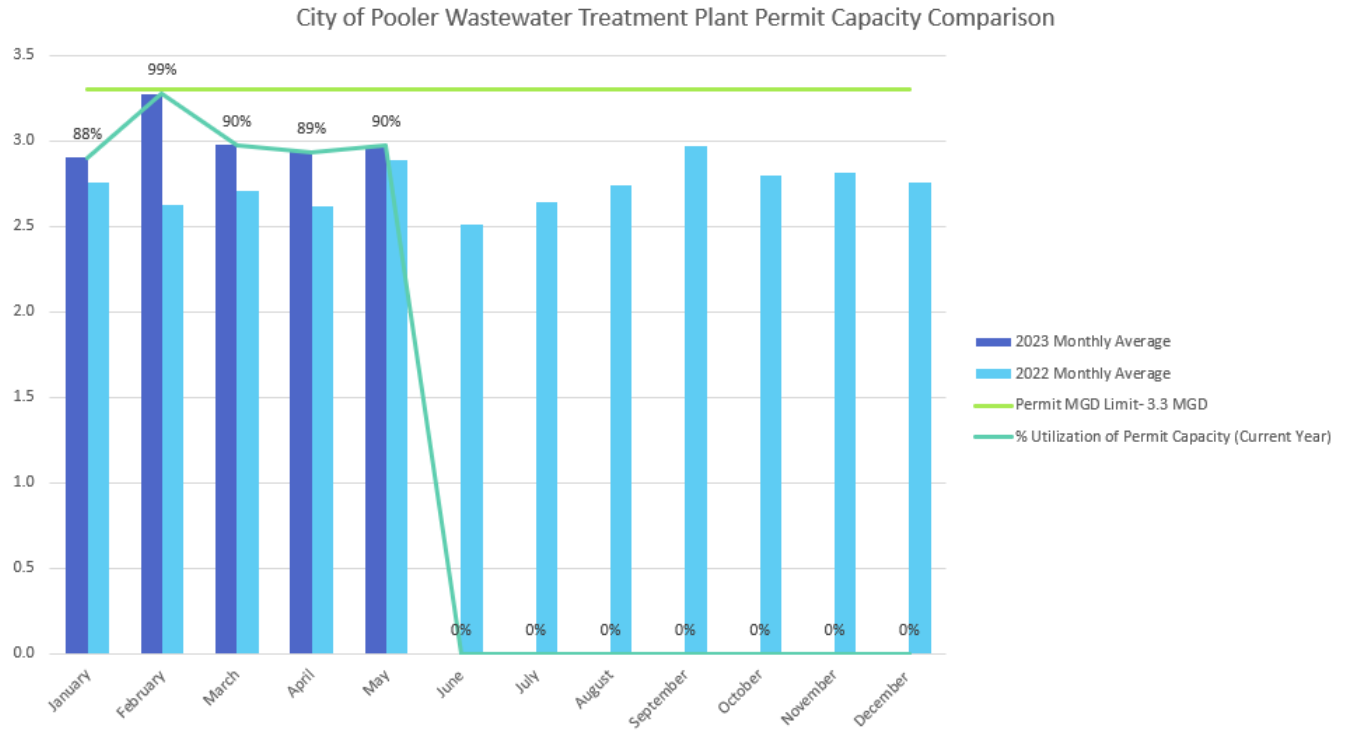
Section 2.0

WASTEWATER TREATMENT



SECTION 2.0 WASTEWATER TREATMENT

Table 1 – WASTEWATER TREATMENT PLANT PERMIT COMPARISON





Section 3.0

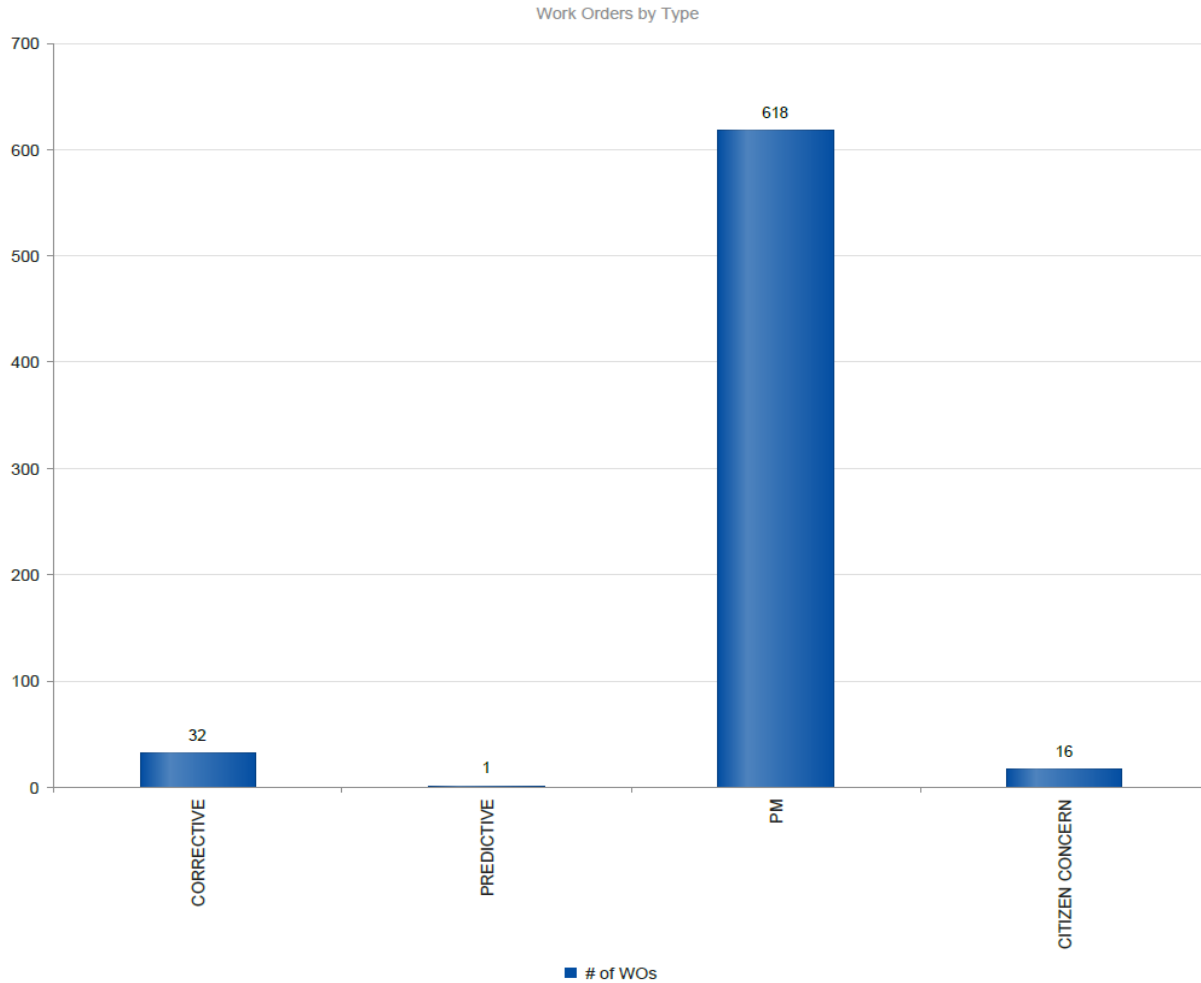
COLLECTIONS & DISTRIBUTION



SECTION 3.0

COLLECTIONS & DISTRIBUTION

Table 1 – SEWER MAINTENANCE WORK ORDER REPORT





Section 4.0

ENGINEERING



SECTION 4.0

ENGINEERING

SITE PLAN REVIEW

- I. Approved Projects
 - Barrow Drive Trailer Parking Extension
 - Towne Place Pooler

- II. Projects Under Review
 - Pipemakers Independent Senior Living Center (*Submittal #1*)
 - McDonald's (Pooler Parkway) (*Submittal #2*)
 - Blakely Commons - Multifamily (*Submittal #2*)
 - Cambria Suites (*Submittal #2*)
 - Joe Hudson Collision Center (*Submittal #1*)
 - Forest Lakes Phase 12 (*Submittal #1*)
 - Dean Forest Truck Yard (*Submittal #2*)
 - Express Oil Change & Tire Engineers (*Submittal #1*)
 - Mosaic Gardens (*Submittal #2*)
 - Pet Paradise (*Submittal #2*)

- III. Projects Waiting On Responses
 - Vystar – *2nd review completed 5/31/2023*
 - Dozier Crane – *1st review completed 5/25/2023*
 - Lift Power Trailer Yard – *2nd review completed 5/25/2023*
 - Valvoline – *2nd review completed 5/17/2023*
 - Little Neck Rd Trailer Yard – *1st review completed 5/11/2023*
 - McDonald's (Shared Entrance) – *2nd review completed 5/11/2023*
 - Tract W & Harmony Amenity (Revised) – *2nd review completed 5/11/2023*
 - Pittman Subaru (Revised) – *1st review completed 5/10/2023*
 - Harmony Subdivision Phase 8 – *1st review completed 4/24/2023*
 - Transportation Logistics Terminal Tract 2A – *2nd review completed 4/17/2023*
 - 212 E Hwy 80 – *2nd review completed 4/3/2023*
 - I-16 Mixed Use Access Rd – *1st review completed 3/27/2023*
 - Chick-fil-A (Grand Central Blvd) – *1st review completed 3/23/2023*
 - Sharon Court Container Yard – *3rd review completed 3/16/2023*
 - Pooler One – *Pine Barren Road Entrance - 1st review completed 11/22/2022*
 - Quik Trip – *5th review completed on 11/16/2022*
 - Pooler Parkway & Quacco Rd Widening – *2nd review completed 10/11/2022*
 - Lot 3 Dean Forest Business Park – *3rd review completed 10/18/2022*
 - Westbrook Area L1 – *2nd review completed 9/8/2022*
 - Westbrook Area L2 – *2nd Review Completed 9/8/2022*
 - Westbrook Area L3 – *2nd Review completed 9/8/2022*
 - Bragg Tract Phase 1 – *1st review completed 9/22/2022*



Bond Review:

- I. Approved Bond Requests
 - Easthaven Area A2 – Warranty & Sidewalk *Performance Bond*
- II. Bond Requests Under Review
 - N/A

Additional Engineering Services:

- Lift Station #21 & 22: PINCO submitted proposed and has been reviewed by EOM. Construction expected to start in Fall 2023. Generation expected to be delivered in 2024.
- MS4: EOM has submitted the report.
- City Specifications (Update): EOM met with staff on 5/30/23 to discuss proposed updates. EOM has since received comments from City Staff. Update is expected to be complete in Fall 2023.
- Towne Park (CCTV): The project was accepted May 2023, following review of CCTV submittal.



Section 5.0

ADMINISTRATION



SECTION 5.0

ADMINISTRATION

BUDGET

| Description | Budget | Expense | Balance |
|----------------|------------------------|----------------------|------------------------|
| Chemicals | \$ 880,000.00 | \$ 462,013.24 | \$ 417,986.76 |
| Sewer Expenses | \$ 740,000.00 | \$ 207,046.63 | \$ 532,953.37 |
| WWTP Expenses | \$ 328,000.00 | \$ 185,045.84 | \$ 142,954.16 |
| TOTAL | \$ 1,948,000.00 | \$ 854,105.71 | \$ 1,093,894.29 |



Section 6.0

APPENDIX

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

Form Approved
 OMB No. 2040-0004

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

Page 1

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

| | |
|----------------------|-------------------------|
| GA0047066 | 002-B3 |
| PERMIT NUMBER | DISCHARGE NUMBER |

DMR MAILING ZIP CODE:
 MAJOR

| MONITORING PERIOD | | | | | | |
|-------------------|----|-----|----|------|----|-----|
| YEAR | MO | DAY | TO | YEAR | MO | DAY |
| 23 | 04 | 01 | TO | 23 | 04 | 30 |

WPCP Discharge
 External Outfall

No Discharge

| PARAMETER | | QUANTITY OR LOADING | | | QUALITY OR CONCENTRATION | | | | NO. EX | FREQUENCY OF ANALYSIS | SAMPLE TYPE |
|-------------------------------------|---------------------------|---------------------|------------------|-------|--------------------------|----------------|------------------|-------|--------|-----------------------|-------------|
| | | VALUE | VALUE | UNITS | VALUE | VALUE | VALUE | UNITS | | | |
| OXYGEN, DISSOLVED (DO) | SAMPLE MEASUREMENT | **** | **** | **** | 7.7 | **** | **** | mg/L | 0 | 01/01 | GR GRAB |
| 00300 1 0 0 EFFLUENT GROSS VALUE | PERMIT REQUIREMENT | **** | **** | **** | 6.0 MINIMUM | **** | **** | mg/L | | 01/01 | GR GRAB |
| BOD, 5-DAY (20 DEG. C) | SAMPLE MEASUREMENT | 56.6 | 76.0 | lb/d | **** | 2.3 | 3.1 | mg/L | 0 | 03/DW | CP COMPOS |
| 00310 1 0 0 EFFLUENT GROSS VALUE | PERMIT REQUIREMENT | 82.6 MO AVG | 102.6 WKLY AVG | lb/d | **** | 3.0 MO AVG | 4.5 WKLY AVG | mg/L | | 03/DW | CP COMPOS |
| BOD, 5-DAY (20 DEG. C) | SAMPLE MEASUREMENT | 6214 | 7257 | lb/d | **** | 249 | 277 | mg/L | 0 | 03/DW | CP COMPOS |
| 00310 1 0 0 RAW SEWAGE INFLUENT | PERMIT REQUIREMENT | Req Mon MO AVG | Req Mon WKLY AVG | lb/d | **** | Req Mon MO AVG | Req Mon WKLY AVG | mg/L | | 03/DW | CP COMPOS |
| PH | SAMPLE MEASUREMENT | **** | **** | **** | 7.0 | **** | 7.3 | SU | 0 | 01/01 | GR GRAB |
| 00400 1 0 0 EFFLUENT GROSS VALUE | PERMIT REQUIREMENT | **** | **** | **** | 6.0 MINIMUM | **** | 8.5 MAXIMUM | SU | | 01/01 | GR GRAB |
| SOLIDS, TOTAL SUSPENDED | SAMPLE MEASUREMENT | 26.2 | 53.3 | lb/d | **** | 1.1 | 2.2 | mg/L | 0 | 03/DW | CP COMPOS |
| 00530 1 0 0 EFFLUENT GROSS VALUE | PERMIT REQUIREMENT | 138.0 MO AVG | 172.0 WKLY AVG | lb/d | **** | 5.0 MO AVG | 7.5 WKLY AVG | mg/L | | 03/DW | CP COMPOS |
| SOLIDS, TOTAL SUSPENDED | SAMPLE MEASUREMENT | 5253 | 6192 | lb/d | **** | 210 | 235 | mg/L | 0 | 03/DW | CP COMPOS |
| 00530 1 0 0 RAW SEWAGE INFLUENT | PERMIT REQUIREMENT | Req Mon MO AVG | Req Mon WKLY AVG | lb/d | **** | Req Mon MO AVG | Req Mon WKLY AVG | mg/L | | 03/DW | CP COMPOS |
| NITROGEN, ORGANIC TOTAL (AS N) | SAMPLE MEASUREMENT | **** | **** | **** | **** | 5.090 | **** | mg/L | 0 | 01/30 | CP COMPOS |
| 00605 1 0 0 EFFLUENT GROSS VALUE | PERMIT REQUIREMENT | **** | **** | **** | **** | Req Mon MO AVG | **** | mg/L | | 01/30 | CP COMPOS |

| | | | | | | |
|---|---|-----------|----------|------|----|-----|
| NAME/TITLE PRINCIPAL EXECUTIVE OFFICER Marcus Hobgood Wastewater Manager WW1-015056 TYPED OR PRINTED | I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. | TELEPHONE | | DATE | | |
| | | 912 | 445-1894 | 23 | 05 | 15 |
| SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | | AREA Code | NUMBER | YEAR | MO | DAY |

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

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

Form Approved
 OMB No. 2040-0004

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

Page 2

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

| | |
|----------------------|-------------------------|
| GA0047066 | 002-B3 |
| PERMIT NUMBER | DISCHARGE NUMBER |

DMR MAILING ZIP CODE:
 MAJOR

| MONITORING PERIOD | | | | | | |
|-------------------|----|-----|----|------|----|-----|
| YEAR | MO | DAY | TO | YEAR | MO | DAY |
| 23 | 04 | 01 | TO | 23 | 04 | 30 |

WPCP Discharge
 External Outfall

No Discharge

| PARAMETER | | QUANTITY OR LOADING | | | QUALITY OR CONCENTRATION | | | | NO. EX | FREQUENCY OF ANALYSIS | SAMPLE TYPE |
|---|---------------------------|---------------------|------------------|-------|--------------------------|-------------------|-----------------|---------|--------|-----------------------|-------------|
| | | VALUE | VALUE | UNITS | VALUE | VALUE | VALUE | UNITS | | | |
| NITROGEN, AMMONIA TOTAL (AS N) 00610 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | 5.5 | 11.2 | lb/d | **** | 0.2 | 0.5 | mg/L | 0 | 03/DW | CP COMPOS |
| | PERMIT REQUIREMENT | 11.0 MO AVG | 13.8 WKLY AVG | lb/d | **** | 0.4 MO AVG | 0.6 WKLY AVG | mg/L | | 03/DW | CP COMPOS |
| NITROGEN, KJELDAHL TOTAL (AS N) 00625 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | **** | **** | **** | **** | 6.500 | **** | mg/L | 0 | 01/30 | CP COMPOS |
| | PERMIT REQUIREMENT | **** | **** | **** | **** | Req Mon MO AVG | **** | mg/L | | 01/30 | CP COMPOS |
| NITRITE PLUS NITRATE TOTAL 1 DET. (AS N) 00630 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | **** | **** | **** | **** | 11.5 | **** | mg/L | 0 | 01/30 | CP COMPOS |
| | PERMIT REQUIREMENT | **** | **** | **** | **** | Req Mon MO AVG | **** | mg/L | | 01/30 | CP COMPOS |
| PHOSPHORUS, TOTAL (AS P) 00665 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | 5.5 | 6.0 | **** | **** | 0.5 | 0.6 | mg/L | 0 | 03/DW | CP COMPOS |
| | PERMIT REQUIREMENT | 27.5 MO AVG | 34.4 WKLY AVG | **** | **** | 1.0 MO AVG | 1.5 WKLY AVG | mg/L | | 03/DW | CP COMPOS |
| PHOSPHATE, ORTHO (AS P) 04175 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | **** | **** | **** | **** | 0.480 | **** | mg/L | 0 | 01/30 | CP COMPOS |
| | PERMIT REQUIREMENT | **** | **** | **** | **** | Req Mon MO AVG | **** | mg/L | | 01/30 | CP COMPOS |
| FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | 2.9 | 2.97 | MGD | **** | **** | **** | **** | 0 | 99/99 | CN CONTIN |
| | PERMIT REQUIREMENT | 3.3 MO AVG | 4.2 WKLY AVG | MGD | **** | **** | **** | **** | | 99/99 | CN CONTIN |
| COLIFORM, FECAL GENERAL 74055 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | **** | **** | **** | **** | 4.1 | 8.9 | #/100mL | 0 | 02/DA | GR GRAB |
| | PERMIT REQUIREMENT | **** | **** | **** | **** | 23 MO GEO | 23 WKLY GEO | #/100mL | | 02/DA | GR GRAB |

| | | | | | | |
|---|---|--|--------|----------|----|-----|
| NAME/TITLE PRINCIPAL EXECUTIVE OFFICER Marcus Hobgood Wastewater Manager WW1-015056 TYPED OR PRINTED | I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. | TELEPHONE | | DATE | | |
| | | SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | 912 | 445-1894 | 23 | 05 |
| | | AREA Code | NUMBER | YEAR | MO | DAY |

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

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

Form Approved
 OMB No. 2040-0004

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

Page 3

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

| | |
|----------------------|-------------------------|
| GA0047066 | 002-B3 |
| PERMIT NUMBER | DISCHARGE NUMBER |

DMR MAILING ZIP CODE:
 MAJOR

| MONITORING PERIOD | | | | | | |
|-------------------|----|-----|----|------|----|-----|
| YEAR | MO | DAY | TO | YEAR | MO | DAY |
| 23 | 04 | 01 | TO | 23 | 04 | 30 |

WPCP Discharge
 External Outfall

No Discharge

| PARAMETER | | QUANTITY OR LOADING | | | QUALITY OR CONCENTRATION | | | | NO. EX | FREQUENCY OF ANALYSIS | SAMPLE TYPE |
|--|--------------------|---------------------|-------|---------|--------------------------|--------|-------|-------|--------|-----------------------|-------------|
| | | VALUE | VALUE | UNITS | VALUE | VALUE | VALUE | UNITS | | | |
| CYANIDE, TOTAL (AS CN) 00720 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | **** | **** | **** | **** | 3.6000 | **** | ug/L | 0 | 01/30 | GR GRAB |
| | PERMIT REQUIREMENT | **** | **** | **** | **** | MO AVG | **** | ug/L | | 01/30 | GR GRAB |
| MERCURY, TOTAL (AS HG) 71900 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | **** | **** | **** | **** | 0.04 | **** | ng/L | 0 | 01/30 | GR GRAB |
| | PERMIT REQUIREMENT | **** | **** | **** | **** | MO AVG | **** | ng/L | | 01/30 | GR GRAB |
| SOLIDS, SUSPENDED PERCENT REMOVAL 81011 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | **** | **** | dry ton | 99.5 | **** | **** | % | 0 | 01/30 | CA CALCTD |
| | PERMIT REQUIREMENT | Req Mon MO AVG | **** | dry ton | >85 MINIMUM | **** | **** | % | | 01/30 | CA CALCTD |
| BOD, 5-DAY PERCENT REMOVAL 81010 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | **** | **** | **** | 99.0 | **** | **** | % | 0 | 01/30 | CA CALCTD |
| | PERMIT REQUIREMENT | **** | **** | **** | >85 MINIMUM | **** | **** | % | | 01/30 | CA CALCTD |
| SOLIDS, SLUDGE, TOT, DRY WEIGHT 78477 1 0 0 EFFLUENT GROSS VALUE | SAMPLE MEASUREMENT | 55 | **** | dry ton | **** | **** | **** | **** | 0 | 01/30 | CA CALCTD |
| | PERMIT REQUIREMENT | Req Mon MO AVG | **** | dry ton | **** | **** | **** | **** | | 01/30 | CA CALCTD |
| | SAMPLE MEASUREMENT | | | | | | | | | | |
| | PERMIT REQUIREMENT | | | | | | | | | | |
| | SAMPLE MEASUREMENT | | | | | | | | | | |
| | PERMIT REQUIREMENT | | | | | | | | | | |

| | | | | | | |
|---|---|-----------|----------|------|----|-----|
| NAME/TITLE PRINCIPAL EXECUTIVE OFFICER Marcus Hobgood Wastewater Manager WW1-015056 TYPED OR PRINTED | I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. | TELEPHONE | | DATE | | |
| | | 912 | 445-1894 | 23 | 05 | 15 |
| SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | | AREA Code | NUMBER | YEAR | MO | DAY |

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

April 2023 Permit Data

| Daily Data Daily 4/1/2023 - 4/30/2023 | Pooler Pooler RainFall Precip In/Day Inches/Day | Pooler Influent Flow Mgd MGD | Pooler EQ-Flow MGD | Pooler Effluent Flow Mgd MGD | Pooler ReUse Flow Mgd MGD | Pooler ReUse Turbidity NTU NTU | Pooler Influent Bod 5 MG/L | Pooler Influent Solids TSS MG/L | Pooler Effluent Bod 5 MG/L | Pooler Effluent Solids TSS MG/L |
|---|--|---------------------------------------|--------------------------|---------------------------------------|------------------------------------|---|-------------------------------------|--|-------------------------------------|--|
| 4/1/2023 - Saturday | 0.00 | 3.297 | 2.890 | 3.214 | | | | | | |
| 4/2/2023 - Sunday | 0.00 | 3.075 | 2.743 | 3.013 | | | | | | |
| 4/3/2023 - Monday | 0.12 | 3.148 | 2.906 | 3.156 | | | 182.00 | 214.00 | 4.16 | 1.00 |
| 4/4/2023 - Tuesday | 0.01 | 2.950 | 2.638 | 2.793 | | | 216.00 | 240.00 | 3.37 | 1.00 |
| 4/5/2023 - Wednesday | 0.00 | 2.913 | 2.688 | 2.841 | | | 254.00 | 204.00 | 1.69 | 1.00 |
| 4/6/2023 - Thursday | 0.00 | 2.910 | 2.683 | 2.836 | | | | | | |
| 4/7/2023 - Friday | 0.32 | 2.978 | 2.715 | 2.985 | | | | | | |
| 4/8/2023 - Saturday | 0.60 | 2.928 | 2.619 | 2.850 | | | | | | |
| 4/9/2023 - Sunday | 0.00 | 3.167 | 2.808 | 3.070 | | | | | | |
| 4/10/2023 - Monday | 0.00 | 2.995 | 2.619 | 2.889 | | | | | | |
| 4/11/2023 - Tuesday | 0.00 | 2.972 | 2.791 | 2.961 | | | | | | |
| 4/12/2023 - Wednesday | 0.00 | 2.900 | 2.721 | 2.892 | | | 211.00 | 153.00 | 2.00 | 1.07 |
| 4/13/2023 - Thursday | 0.00 | 2.899 | 2.579 | 2.733 | | | 243.00 | 191.00 | 2.00 | 1.00 |
| 4/14/2023 - Friday | 0.72 | 3.041 | 2.669 | 2.909 | | | 253.00 | 207.00 | 2.00 | 1.00 |
| 4/15/2023 - Saturday | 0.00 | 3.083 | 2.795 | 3.026 | | | | | | |
| 4/16/2023 - Sunday | 0.00 | 3.057 | 2.763 | 3.003 | | | | | | |
| 4/17/2023 - Monday | 0.01 | 3.215 | 2.930 | 3.134 | | | | | | |
| 4/18/2023 - Tuesday | 0.00 | 2.853 | 2.586 | 2.521 | | | | | | |
| 4/19/2023 - Wednesday | 0.00 | 2.910 | 2.741 | 2.881 | | | 258.00 | 188.00 | 2.00 | 1.00 |
| 4/20/2023 - Thursday | 0.00 | 2.804 | 2.558 | 2.694 | 0.07 | 0.08 | 258.00 | 214.00 | 2.00 | 1.00 |
| 4/21/2023 - Friday | 0.00 | 2.902 | 2.642 | 2.778 | | | 283.00 | 200.00 | 2.00 | 1.00 |
| 4/22/2023 - Saturday | 0.00 | 2.830 | 2.534 | 2.762 | | | | | | |
| 4/23/2023 - Sunday | 0.20 | 2.982 | 2.671 | 2.901 | | | | | | |
| 4/24/2023 - Monday | 0.00 | 2.868 | 2.521 | 2.703 | | | | | | |
| 4/25/2023 - Tuesday | 0.10 | 2.837 | 2.655 | 2.769 | | | | | | |
| 4/26/2023 - Wednesday | 0.00 | 2.814 | 2.697 | 2.835 | | | 263.00 | 192.00 | 2.70 | 1.37 |
| 4/27/2023 - Thursday | 2.06 | 3.128 | 2.850 | 3.074 | | | 264.00 | 234.00 | 2.00 | 1.27 |
| 4/28/2023 - Friday | 0.63 | 3.436 | 3.032 | 3.246 | | | 304.00 | 278.00 | 2.00 | 1.25 |
| 4/29/2023 - Saturday | 0.45 | 3.272 | 2.963 | 3.240 | | | | | | |
| 4/30/2023 - Sunday | 0.52 | 3.506 | 3.053 | 3.335 | | | | | | |
| Sum | 5.74 | 90.670 | 82.060 | 88.044 | 0.07 | 0.08 | 2989.00 | 2515.00 | 27.92 | 13.00 |
| Avg | 0.19 | 3.020 | 2.735 | 2.935 | 0.07 | 0.08 | 249.00 | 209.60 | 2.33 | 1.10 |
| Max | 2.06 | 3.510 | 3.053 | 3.335 | 0.07 | 0.08 | 304.00 | 278.00 | 4.16 | 1.40 |
| Min | 0.00 | 2.800 | 2.521 | 2.521 | 0.07 | 0.08 | 182.00 | 153.00 | 1.69 | 1.00 |
| GMean | | | | | | | | | | |

April 2023 Permit Data

| Pooler Effluent Nh3 N Ammonia MG/L | Pooler Effluent Phosphorus MG/L | Pooler Effluent Fecal Coliform #/100ML | Pooler Effluent Nitrate + Nitrite MG/L | Pooler Effluent TKN MG/L | Pooler Effluent Org Nitrogen MG/L | Pooler Effluent Ortho Phosphorus MG/L | Pooler Effluent Cyanide UG/L | Pooler Effluent Mercury 1631E NG/L | Pooler Effluent Diss Oxygen MG/L | Pooler Effluent pH SU | Pooler Solids Removed Dry TON |
|---|---------------------------------------|--|--|--------------------------------|---|--|------------------------------------|---|--|-----------------------------|-------------------------------------|
| | | | | | | | | | 8.13 | 7.17 | 0.00 |
| | | | | | | | | | 8.71 | 7.29 | 0.00 |
| 0.30 | 0.42 | 20.00 | | | | | | | 8.18 | 7.19 | 3.67 |
| 0.29 | 0.42 | 4.00 | | | | | | | 8.19 | 7.18 | 1.74 |
| 0.17 | 0.43 | | | | | | | | 8.24 | 7.14 | 3.69 |
| | | | | | | | | | 7.99 | 7.17 | 5.16 |
| | | | | | | | | | 8.12 | 7.12 | 0.00 |
| | | | | | | | | | 8.23 | 7.24 | 0.00 |
| | | | | | | | | | 8.24 | 7.24 | 0.00 |
| | | | | | | | | | 8.26 | 7.13 | 1.95 |
| | | | | | | | | | 8.26 | 7.07 | 5.40 |
| 0.26 | 0.50 | 2.50 | 11.50 | 6.50 | 5.09 | 0.48 | | | 8.14 | 7.15 | 1.82 |
| 0.24 | 0.56 | | | | | | | | 8.16 | 7.09 | 3.74 |
| 0.24 | 0.61 | 2.50 | | | | | | | 8.06 | 7.11 | 0.00 |
| | | | | | | | | | 8.04 | 7.03 | 0.00 |
| | | | | | | | | | 8.09 | 7.10 | 0.00 |
| | | | | | | | | | 8.00 | 7.24 | 3.72 |
| | | 2.00 | | | | | | | 8.09 | 7.04 | 3.78 |
| 0.23 | 0.48 | | | | | | | | 8.17 | 7.17 | 1.78 |
| 0.20 | 0.49 | 5.00 | | | | | | | 8.11 | 7.12 | 3.91 |
| 0.22 | 0.49 | | | | | | | | 8.13 | 7.05 | 0.00 |
| | | | | | | | | | 7.84 | 7.11 | 0.00 |
| | | | | | | | | | 8.03 | 7.22 | 0.00 |
| | | | | | | | 3.60 | 0.04 | 7.65 | 7.23 | 1.74 |
| | | 11.50 | | | | | | | 7.90 | 7.04 | 5.70 |
| 0.21 | 0.57 | | | | | | | | 8.10 | 6.98 | 3.76 |
| 0.21 | 0.52 | 1.50 | | | | | | | 7.95 | 7.07 | 3.74 |
| 0.18 | 0.47 | | | | | | | | 8.02 | 7.21 | 0.00 |
| | | | | | | | | | 8.08 | 7.13 | 0.00 |
| | | | | | | | | | 7.92 | 7.21 | 0.00 |
| 2.73 | 5.97 | 49.00 | 11.50 | 6.50 | 5.09 | 0.48 | 3.60 | 0.04 | 243.03 | 214.24 | 55.00 |
| 0.23 | 0.50 | 4.10 | 11.50 | 6.50 | 5.09 | 0.48 | 3.60 | 0.04 | 8.10 | 7.14 | 2.00 |
| 0.30 | 0.61 | 20.00 | 11.50 | 6.50 | 5.09 | 0.48 | 3.60 | 0.04 | 8.71 | 7.29 | 6.00 |
| 0.17 | 0.42 | 1.50 | 11.50 | 6.50 | 5.09 | 0.48 | 3.60 | 0.04 | 7.65 | 6.98 | 0.00 |
| | | 4.10 | | | | | | | | | |

INTERIM
COMPARATIVE
OPERATING
STATEMENTS

City of Pooler, Georgia

For the Five Months Ended May 31, 2023

*Prepared by:
Finance Department*



CITY OF POOLER, GEORGIA

Interim Comparative Operating Statements (*Unaudited*)

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For the Five Months Ended May 31, 2023

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COMPARATIVE FINANCIAL STATEMENTS

(UNAUDITED)



CITY OF POOLER, GEORGIA

Fund 100 - General Fund

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

For the Five Months Ended May 31, 2023 and 2022

| | <u>2023</u> | <u>2022</u> | | |
|---|------------------------|------------------------|--------------|---------|
| REVENUES | | | | |
| Taxes..... | \$ 7,934,494.98 | \$ 7,066,871.73 | | |
| Licenses and permits..... | 467,607.37 | 768,204.64 | | |
| Intergovernmental..... | 387,655.49 | 518,120.61 | | |
| Charges for services..... | 1,241,819.23 | 1,087,494.03 | | |
| Fines and forfeitures..... | 362,003.91 | 306,962.26 | | |
| Investment earnings..... | 236,191.17 | 9,001.09 | | |
| Contributions and donations..... | 71,542.27 | 187,932.35 | | |
| Miscellaneous..... | 59,849.43 | 70,234.99 | | |
| Total revenues..... | <u>10,761,163.85</u> | <u>10,014,821.70</u> | 746,342.15 | 7.45% |
| EXPENDITURES | | | | |
| Current | | | | |
| General government..... | 1,354,389.24 | 1,717,236.99 | | |
| Judicial..... | 201,940.20 | 164,913.52 | | |
| Public safety..... | 5,256,872.42 | 5,183,380.42 | | |
| Public works..... | 2,235,293.58 | 3,100,896.83 | | |
| Health and welfare..... | 69,296.45 | 54,600.40 | | |
| Culture and recreation..... | 700,970.63 | 706,855.28 | | |
| Housing and development..... | 450,191.24 | 308,706.37 | | |
| Debt service | | | | |
| Principal..... | 581,248.58 | 323,574.25 | | |
| Interest..... | 83,279.82 | 51,769.66 | | |
| Total expenditures..... | <u>10,933,482.16</u> | <u>11,611,933.72</u> | (678,451.56) | -5.84% |
| Excess (deficiency) of revenues over (under) expenditures..... | <u>(172,318.31)</u> | <u>(1,597,112.02)</u> | | |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfers in..... | 522,772.38 | 413,901.72 | | |
| Transfers out..... | (544,329.43) | - | | |
| Sale of general capital assets..... | 286,770.00 | 93,310.00 | | |
| Insurance recoveries..... | 52,885.14 | 24,127.53 | | |
| Total other financing sources (uses) | <u>318,098.09</u> | <u>531,339.25</u> | (213,241.16) | -40.13% |
| Net changes in fund balances..... | 145,779.78 | (1,065,772.77) | | |
| Fund balances at beginning of year..... | 33,000,105.87 | 27,820,097.95 | | |
| Fund balances at end of year..... | <u>\$33,145,885.65</u> | <u>\$26,754,325.18</u> | | |

CITY OF POOLER, GEORGIA

Fund 201 - Tree Fund

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

For the Five Months Ended May 31, 2023 and 2022

| | <u>2023</u> | <u>2022</u> | | |
|--------------------------------------|------------------------|------------------------|--------------|---------|
| REVENUES | | | | |
| Contributions..... | \$ 359,975.00 | \$ 731,613.50 | | |
| Investment earnings..... | 1,672.55 | 365.54 | | |
| Total revenues..... | <u>361,647.55</u> | <u>731,979.04</u> | (370,331.49) | -50.59% |
| EXPENDITURES | | | | |
| Current | | | | |
| Parks..... | 61,867.73 | 68,633.64 | | |
| Total expenditures..... | <u>61,867.73</u> | <u>68,633.64</u> | (6,765.91) | -9.86% |
| Net change in fund balance..... | 299,779.82 | 663,345.40 | | |
| Fund balance, beginning of year..... | 2,581,923.20 | 2,026,513.14 | | |
| Fund balance, end of year..... | <u>\$ 2,881,703.02</u> | <u>\$ 2,689,858.54</u> | | |

CITY OF POOLER, GEORGIA

Fund 210 - Forfeiture Fund
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Five Months Ended May 31, 2023 and 2022

| | <u>2023</u> | <u>2022</u> | | |
|---|----------------------|----------------------|------------|---------|
| REVENUES | | | | |
| Fines and forfeitures..... | \$ 564.75 | \$ 7,500.00 | | |
| Investment earnings..... | <u>126.14</u> | <u>23.76</u> | | |
| Total revenues..... | <u>690.89</u> | <u>7,523.76</u> | (6,832.87) | -90.82% |
| EXPENDITURES | | | | |
| Current | | | | |
| Public safety..... | <u>1,606.25</u> | <u>-</u> | | |
| Total expenditures..... | <u>1,606.25</u> | <u>-</u> | 1,606.25 | |
| Excess (deficiency) of revenues over (under) expenditures..... | <u>(915.36)</u> | <u>7,523.76</u> | | |
| Fund balance, beginning of year..... | <u>120,812.07</u> | <u>109,758.62</u> | | |
| Fund balance, end of year..... | <u>\$ 119,896.71</u> | <u>\$ 117,282.38</u> | | |

CITY OF POOLER, GEORGIA

Fund 230 - American Rescue Plan Local Fiscal Recovery Fund
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Five Months Ended May 31, 2023 and 2022

| | <u>2023</u> | <u>2022</u> | | |
|---|---------------------|--------------------|----------|---------|
| REVENUES | | | | |
| Intergovernmental grants..... | \$ - | \$ - | | |
| Investment earnings..... | <u>5,612.62</u> | <u>680.29</u> | | |
| Total revenues..... | <u>5,612.62</u> | <u>680.29</u> | 4,932.33 | 725.03% |
| EXPENDITURES | | | | |
| Current | | | | |
| Health and welfare..... | <u>-</u> | <u>-</u> | | |
| Total expenditures..... | <u>-</u> | <u>-</u> | - | |
| Excess (deficiency) of revenues over (under) expenditures..... | <u>5,612.62</u> | <u>680.29</u> | | |
| Fund balance, beginning of year..... | <u>7,675.69</u> | <u>1,132.84</u> | | |
| Fund balance, end of year..... | <u>\$ 13,288.31</u> | <u>\$ 1,813.13</u> | | |

CITY OF POOLER, GEORGIA

Fund 275 - Accommodation Excise Tax Fund
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Five Months Ended May 31, 2023 and 2022

| | <u>2023</u> | <u>2022</u> | | |
|---|---------------------|---------------------|--------------|--------|
| REVENUES | | | | |
| Taxes..... | \$ 1,045,544.78 | \$ 827,803.45 | | |
| Total revenues..... | <u>1,045,544.78</u> | <u>827,803.45</u> | 217,741.33 | 26.30% |
| EXPENDITURES | | | | |
| Intergovernmental: | | | | |
| Assistance..... | 522,772.39 | 413,901.73 | | |
| Total expenditures..... | <u>522,772.39</u> | <u>413,901.73</u> | 108,870.66 | 26.30% |
| Excess (deficiency) of revenues over (under) expenditures..... | <u>522,772.39</u> | <u>413,901.72</u> | | |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfers out..... | <u>(522,772.39)</u> | <u>(413,901.72)</u> | (108,870.67) | 26.30% |
| Total other financing sources (uses) | <u>(522,772.39)</u> | <u>(413,901.72)</u> | | |
| Net change in fund balance..... | - | - | | |
| Fund balance, beginning of year..... | - | - | | |
| Fund balance, end of year..... | <u>\$ -</u> | <u>\$ -</u> | | |

CITY OF POOLER, GEORGIA

Fund 320 - Special Purpose Local Option Sales Tax (SPLOST) Fund
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Five Months Ended May 31, 2023 and 2022

| | <u>2023</u> | <u>2022</u> | | |
|---|------------------------|------------------------|----------------|---------|
| REVENUES | | | | |
| Intergovernmental..... | \$ 1,155,087.15 | \$ 2,284,853.51 | | |
| Investment earnings..... | <u>100,095.86</u> | <u>1,357.48</u> | | |
| Total revenues..... | <u>1,255,183.01</u> | <u>2,286,210.99</u> | (1,031,027.98) | -45.10% |
| EXPENDITURES | | | | |
| Capital outlay | | | | |
| Public works..... | 255,537.74 | - | | |
| Recreation..... | <u>326,950.95</u> | <u>-</u> | | |
| Total expenditures..... | <u>582,488.69</u> | <u>-</u> | 582,488.69 | |
| Excess (deficiency) of revenues over (under) expenditures..... | <u>672,694.32</u> | <u>2,286,210.99</u> | | |
| Fund balance, beginning of year..... | <u>7,698,715.93</u> | <u>4,420,409.33</u> | | |
| Fund balance, end of year..... | <u>\$ 8,371,410.25</u> | <u>\$ 6,706,620.32</u> | | |

CITY OF POOLER, GEORGIA

Fund 350 - Local Resources Fund

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

For the Five Months Ended May 31, 2023 and 2022

| | <u>2023</u> | <u>2022</u> | |
|---|---------------------|-------------|------------|
| REVENUES | | | |
| Intergovernmental..... | \$ - | \$ - | |
| Investment earnings..... | - | - | |
| Total revenues..... | <u>-</u> | <u>-</u> | - |
| EXPENDITURES | | | |
| Capital outlay | | | |
| General government..... | 294,293.00 | - | |
| Public safety..... | 47,145.00 | - | |
| Public works..... | 174,042.24 | - | |
| Recreation..... | 28,849.19 | - | |
| Total expenditures..... | <u>544,329.43</u> | <u>-</u> | 544,329.43 |
| Excess (deficiency) of revenues over (under) expenditures..... | <u>(544,329.43)</u> | <u>-</u> | |
| OTHER FINANCING SOURCES (USES) | | | |
| Transfers in..... | 544,329.43 | - | 544,329.43 |
| Total other financing sources (uses) | <u>544,329.43</u> | <u>-</u> | |
| Net change in fund balance..... | - | - | |
| Fund balance, beginning of year..... | - | - | |
| Fund balance, end of year..... | <u>\$ -</u> | <u>\$ -</u> | |

CITY OF POOLER, GEORGIA

Fund 505 - Water and Sewer Fund
 Comparative Statement of Revenues, Expenses, and Changes in Net Position
 For the Five Months Ended May 31, 2023 and 2022

| | <u>2023</u> | <u>2022</u> | | |
|---|------------------------|------------------------|----------------|----------|
| OPERATING REVENUES | | | | |
| Water fees..... | \$ 1,538,502.20 | \$ 1,399,574.89 | | |
| Sewer fees..... | 1,832,588.26 | 1,816,141.81 | | |
| Miscellaneous fees..... | 122,308.25 | 52,431.57 | | |
| Total operating revenues..... | <u>3,493,398.71</u> | <u>3,268,148.27</u> | 225,250.44 | 6.89% |
| OPERATING EXPENSES | | | | |
| <u>Sewer and Wastewater Treatment Plant</u> | | | | |
| Purchased and contracted services..... | 997,462.23 | 754,496.08 | | |
| Materials and supplies..... | 901,378.48 | 474,748.58 | | |
| Total sewer and wastewater treatment plant..... | <u>1,898,840.71</u> | <u>1,229,244.66</u> | 669,596.05 | 54.47% |
| <u>Water</u> | | | | |
| Personnel services and employee benefits..... | 259,768.81 | 280,975.78 | | |
| Purchased and contracted services..... | 311,543.66 | 183,999.60 | | |
| Materials and supplies..... | 756,313.75 | 616,888.19 | | |
| Total water..... | <u>1,327,626.22</u> | <u>1,081,863.57</u> | 245,762.65 | 22.72% |
| Total operating expenses..... | <u>3,226,466.93</u> | <u>2,311,108.23</u> | 915,358.70 | 39.61% |
| Operating income (loss)..... | <u>266,931.78</u> | <u>957,040.04</u> | (690,108.26) | -72.11% |
| NONOPERATING REVENUES (EXPENSES) | | | | |
| Interest income..... | 187,055.50 | 6,804.85 | | |
| Interest expense..... | (124,213.15) | (198,466.94) | | |
| Total nonoperating revenues (expenses)..... | <u>62,842.35</u> | <u>(191,662.09)</u> | 254,504.44 | -132.79% |
| Income (loss) before capital contributions..... | <u>329,774.13</u> | <u>765,377.95</u> | (435,603.82) | -56.91% |
| CAPITAL CONTRIBUTIONS | | | | |
| Tap fees..... | 410,376.60 | 293,640.48 | | |
| Capital cost recovery charges..... | 1,966,867.24 | 4,935,781.78 | | |
| Total capital contributions..... | <u>2,377,243.84</u> | <u>5,229,422.26</u> | (2,852,178.42) | -54.54% |
| Change in net position..... | 2,707,017.97 | 5,994,800.21 | (3,287,782.24) | -54.84% |
| Net position, beginning of year..... | 63,204,310.41 | 54,822,228.61 | | |
| Net position, end of year..... | <u>\$65,911,328.38</u> | <u>\$60,817,028.82</u> | | |



City of Pooler Fire-Rescue Services

Fire-Rescue Report May 1st – 31st, 2023

| MAJOR INCIDENT TYPE | # INCIDENTS May 2023 | % Of TOTAL May 2023 | YEAR to Date 2023 | YEAR to Date 2022 |
|------------------------------------|-------------------------|------------------------|----------------------|----------------------|
| Fires | 11 | 2.77% | 60 | 81 |
| ❖ Structure Fires | 3 | - | 16 | 24 |
| Emergency Medical Service | 196 | 49.25% | 1105 | 1265 |
| Motor Vehicle Collisions | 41 | 10.30% | 243 | 204 |
| Technical Rescues | 16 | 4.02% | 48 | 48 |
| Hazardous Condition (No Fire) | 7 | 1.76% | 33 | 31 |
| Service Call | 51 | 12.81% | 220 | 256 |
| Good Intent Call | 35 | 8.79% | 192 | 188 |
| False Alarm & False Call | 40 | 10.05% | 172 | 148 |
| Severe Weather & Natural Disaster | 1 | 0.25% | 5 | 3 |
| Special Incident/Citizen Complaint | 0 | 0 | 0 | 1 |
| TOTAL | 398 | 100% | 2078 | 2225 |

*May Call Volume **Decreased** from 452 in 2022 to 398 in 2023, **(11% decrease)***

*For the year, call volume has decreased by **147** calls or **6.61%**.*

Total Fire Loss Year to Date 2023 - \$368,754

Total Fire Loss Year to Date 2022 - \$263,941

| | <u>May</u> | <u>Year to Date</u> |
|--------------------------|------------|---------------------|
| 1. Child Locked in Auto | 3 | 13 |
| 2. Animal Locked in Auto | 4 | 14 |
| 3. Blood Draws | 16 | 57 |

Significant Incidents

1. Apartment Fire – 285 Park Ave – 5/17
2. Vehicle Extrication – S. Rogers Street – 5/12
3. Structure Fire – Mutual Aid to Port Wentworth – 5/15



Pooler Police Department



Council Report
Tuesday June 20, 2023
May 2023

- A total of **70 Part 1 crimes** were reported in the month of May.
- From the prior year 2022, there is an **increase of 12%**
- A total of **28 shopliftings** were reported in the month of May.
- From the prior year 2022, this is an **increase of 45%**.
- **Total Calls for service** in May were **2,193**.
- From the prior year 2022, this is a **decrease of 10%**.
- A total of **1,327 citations** were issued in the month of May.
- From prior year 2022, this is a **decrease of 9%**
- A total of **142 arrests** were made in the month of May.
- From the prior year 2022, this is a **decrease of 12%**.
- A total of **30 DUI arrests** were made in the month of May.
- From the prior year 2022, this is a **decrease of 3%**.

| Activity | Time Period 5/1-5/31/2023 | Year to Date 2023 | Year to Date 2022 | Percentage Change from 22 - 23 |
|-------------------|------------------------------|----------------------|----------------------|--------------------------------------|
| Part 1 crimes | 70 | 345 | 308 | 12% |
| Shopliftings | 28 | 139 | 96 | 45% |
| Calls for service | 2,193 | 10,412 | 11,523 | -10% |
| Citation | 1,327 | 6,866 | 7,548 | -9% |
| Arrests | 142 | 598 | 679 | -12% |
| DUI arrests | 30 | 139 | 144 | -3% |

Pooler Parks & Recreation



Monthly Report: May 2023

Recreation Department

- 1 Youth baseball, softball, teeball, spring soccer and spring volleyball seasons played thru May. The activities utilized both locations multiple days each week. All star teams were selected.
- 2 Gymnastics, dance and tennis classes continued in May. Registrations for new sessions are open.
- 3 Registration for youth summer basketball, as well as high school summer basketball continued.
- 4 The community center was rented each weekend in May. The monthly TVIP class was held at the community center.
- 5 The boy scouts cleaned Gleason Park and assisted with shaping up the flower beds, in celebration of Arbor Day on May 6. (rain date)
- 6 The Pooler Gaelic Athletic Association continued with practices at the Rec Complex.
- 7 The Rec Dept hosted an SGA baseball tournament at the complex May 20 and 21.

Senior Center

- 1 All regularly scheduled classes continued in May.
- 2 Seniors had the opportunity to participate in outings to Statesboro, Hilton Head and St Augustine, Fl.
- 3 The American Legion sponsored a fish fry at the center for the seniors
- 4 Center celebrated Mother's Day with monthly party
- 5 Seniors attended a 'Smart Senior' event at Alee Temple in Savannah
- 6

Parks

- 1 Parks performed routine maintenance at all 5 parks, the community and senior centers, and the cemetery.
- 2
- 3

City of Pooler
 Planning & Zoning Minutes
June 12, 2023

CALL TO ORDER:

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

| Attendee Name | Title | Status |
|----------------------|---------------------------------|---------------|
| Kimberly Dyer | Zoning Admin./Secretary | Present |
| Matt Saxon | Chairman | Present |
| Chelsea Henneman | Commissioner | Present |
| Shirlenia Daniel | Commissioner | Present |
| Falgun Patel | Commissioner | Absent |
| Wade Simmons | Commissioner | Present |
| Mark Williams | Commissioner | Present |
| Ashley Brown | Commissioner | Present |
| John Winn | Commissioner | Absent |
| Pete Chaison | Alternate | Absent |
| Brian Crooks | City Planner | Present |
| Nicole Dixon | Planning & Development Director | Present |

APPROVAL OF MINUTES

The minutes of the May 22, 2023, Pooler Planning and Zoning Commission were reviewed, and no corrections or amendments were noted.

Result: *Approved*

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

NEW BUSINESS:

1. Posting of Maintenance Bond/Sidewalk Performance Bond/Final Plat for Ellis Park, Phase 4

Nicole Dixon, Director of Planning & Development, presented the plat to the Board for their review and recommendation. This phase will consist of 64 lots on 19.34 acres. The Public Works Department completed the final inspection on May 15, 2023, and all punch list items have been addressed. Therefore, the developer has posted a maintenance bond in the amount of \$512,322.85 and a sidewalk performance bond in the amount of \$ 173,487.60 to record the plat.

Result: *A motion was made to recommend approval of posting the bonds and final plat for Ellis Park, Phase 4.*

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

2. Posting of Maintenance Bond/Sidewalk Performance Bond/Final Plat for Telfair Park, Phase 2

Nicole Dixon, Director of Planning & Development, presented the plat to the Board for their review and recommendation. This phase will consist of 37 lots on 10.76 acres. The Public Works Department completed a final inspection on May 15, 2023 and all punch list items have been addressed. Therefore, the developer has posted a maintenance bond in the amount of \$248,722.50 and a sidewalk performance bond in the amount of \$69,154.80 to record the plat.

Result: A motion was made to recommend approval of posting the bonds and final plat for Telfair Park, Phase 2.

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

3. Site Plan/landscape Plan for Barrow Drive Trailer Parking Extension

Patrick Warner, with Coleman Company presented the site plan to the Board for their review and recommendation. The 5.20 acres site is located east of Barrow Drive and will consist of an expansion to existing trailer parking and expansion to the existing trailer parking area and the two on-site ponds, adjacent to the parking area.

Result: A motion was made to recommend approval of site plan/landscape plan for Barrow Drive Trailer Paring Extension, contingent upon the following:

- All development trees approved and bonded by Phase 1, not being relocated, shall be brought into compliance before scheduling the pre-construction meeting for Phase 2 development.
- All development trees being relocated from Phase 1 and planted in the Phase 2 development area shall be installed prior to close-out of the Phase 2 development.
- The maintenance of the existing stormwater management facilities shall be completed, inspected, and approved by the City of Pooler prior to scheduling the Pre-Construction Meeting for Phase 2 development. The Maintenance shall include, but not be limited to, the mitigation of sedimentation in ponds, outlets, and stormwater conveyance features and complete stabilization of the Phase 1 site. If other stormwater maintenance issues are identified by the City of Pooler, these items shall also be mitigated prior to pre-construction meeting.
- The parking surface/work yard associated with the Log Yard shall be brought into compliance through the provision of an acceptable gravel surface. The non-compliant parking surface/work yard associated with Phase 1 shall initiate the maintenance/compliance work within 6 months of the issuance of the Site Plan Approval Letter. The surfacing of the Phase 1 site, bringing it into compliance, shall be completed and found acceptable to the City of Pooler prior to close-out of the Phase 2 development.

- 1- **Motion:** Commissioner Williams
 - 2- **Second:** Commissioner Simmons
- 2

Passed without opposition.

4. Site Plan/Landscape Plan for Towne Place Pooler Hotel

Jay Maupin, with Maupin Engineering, presented the site plan to the Board for their review and recommendation. The project will consist of a 160-room hotel and associated site improvements. The existing lot is part of the Savannah Quarters Master Planned Development. The site is located off Blue Moon Crossing.

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

- A site plan shall be submitted to the City of Pooler prior to the pre-construction meeting, which includes the following modifications:
 - The 8-inch diameter sewer line coming from the building shall not be tied into the grease trap's sampling manhole. Plans shall show this sewer line tying into the on-site system, at a location downstream of the sampling manhole.
 - Remove the name of the private access drive that is currently identified as Hospitality Drive.
 - Provide stop signs located at all locations where stop bars are shown (all driveways and parking lot).
 - Delineate the required 35-ft building setback, which shall be measured from the road centerline.
- The City of Pooler shall be in receipt of the GSWCC Approval of the revised Erosion, Sedimentation, and Erosion Control Plans prior to the pre-construction meeting.
- The proposed traffic improvements, as demonstrated in the plans, are designed to achieve the minimum standard traffic operations. These improvements are being permitted by two separate projects and both must be constructed and accepted by the City prior to close out and issuance of a Certificate of Occupancy for either. The applicable traffic improvements are as follows:
 - A westbound right turn deceleration lane on Blue Moon Crossing being permitted and constructed by 'Walk On's & Vet Center'.

A modification to the southbound approach at Half Moon Way & Blue Moon Crossing intersection is being proposed under this project (Towne Place Pooler). This modification includes a right turn lane and thru/left turn lane on the south bound approach to the intersection.

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

5. Site Plan/Landscape Plan for 2101 Travis Field Road Truck Yard Improvements (Dean Forest Road)

The development will include the improvements to an existing gravel truck yard by adding pavement and installing stormwater drainage structures including bioretention and detention ponds. The total project area is 14.62 acres. The City is in receipt of the Chatham County approval for the well.

Result: A motion was made to recommend approval of the site plan/landscape plan for 2101 Travis Field Road Truck Yard Improvements.

1- Motion: Commissioner Simmons

2- Second: Commissioner Williams

Passed without opposition.

6. Site Plan/Landscape Plan for Tract W-Harmony Amenity Site

The developer is proposing a revision to the Harmony Amenity site project to include the clearing and grading of the Tract W site, with some utility changes. Dirt will be removed from the amenity site and moved to Tract W for storage.

Result: A motion was made to recommend approval of the site plan/landscape plan for Tract W- Harmony Amenity Site, contingent upon the following:

- As it pertains to the Tract W plans for clearing & grading and landscaping, one of the following shall be required:
 - Mitigation for the significant trees identified as being removed shall be provided in the form of payment into the City of Pooler Tree Fund prior to the issuance of the LDA permit; OR,
 - Mitigation for the significant trees identified as being removed shall be provided in the form of planting under the forthcoming development permit associated with Tract W. The required planting shall be subject to all of the applicable requirements outlined in the City's Ordinances and found as acceptable to the City Arborist and applicable City staff

1- Motion: Commissioner Williams

2- Second: Commissioner Daniel

Passed without opposition.

Adjournment

There being no further business, Commissioner Saxon asked for a motion to adjourn at approximately 3:11 p.m.

1- Motion: Commissioner Brown

2- Second: Commissioner Daniel

Adjourned without opposition.

The foregoing minutes are true and correct and approved by me on this 12th day of June 2023.

Kimberly Dyer, Zoning Administrator/P&Z Commission Secretary

City of Pooler
Single Family Detached Permits
May 2023

| Date | Permit # | Subdivision | Address | Contractor | Owner | PIN # | Flood Zone/Flood Way |
|--------------|-----------------|--------------------|------------------------------|-----------------------------|---------------|--------------|-----------------------------|
| 5/4/2023 | 230530 | Westbrook | 729 Blue Moon Xing., Lot 919 | Lennar Carolinas | Same | 51009R03013 | |
| 5/4/2023 | 230531 | Westbrook | 731 Blue Moon Xing., Lot 920 | Lennar Carolinas | Same | 51009R03014 | |
| 5/4/2023 | 230532 | Westbrook | 730 Blue Moon Xing., Lot 934 | Lennar Carolinas | Same | 51009R05009 | |
| 5/4/2023 | 230535 | Westbrook | 103 Holloway Hill, Lot 1024 | Lennar Carolinas | Same | 51009R05091 | |
| 5/4/2023 | 230536 | Westbrook | 110 Holloway Hill, Lot 1029 | Lennar Carolinas | Same | 51009R05097 | |
| 5/18/2023 | 230639 | Westbrook | 139 Puttenham Xing, Lot 25 | Michael Rogers Construction | Harish Karani | 51009G02016 | |
| 5/10/2023 | 230641 | Westbrook | 111 Jepson Way, Lot 373 | Mungo Homes | Same | 51009S02016 | |
| 5/10/2023 | 230642 | Westbrook | 112 Jepson Way, Lot 374 | Mungo Homes | Same | 51009S02017 | |
| 5/10/2023 | 230643 | Westbrook | 114 Jepson Way, Lot 375 | Mungo Homes | Same | 51009S02018 | |
| 5/10/2023 | 230644 | Westbrook | 116 Jepson Way, Lot 376 | Mungo Homes | Same | 51009S02019 | |
| 5/10/2023 | 230645 | Westbrook | 120 Jepson Way, Lot 378 | Mungo Homes | Same | 51009S02021 | |
| 5/15/2023 | 230658 | | 610 N. Rogers St. | Young's Inc. | Larry Young | 5001004003 | |
| 5/22/2023 | 230678 | Westbrook | 105 Holloway Hill, Lot 1023 | Lennar Carolinas | Same | 51009R05090 | |
| 5/22/2023 | 230680 | Westbrook | 101 Holloway Hill, Lot 1025 | Lennar Carolinas | Same | 51009R05092 | |
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| Total | 14 | | | | | | |

**City of Pooler
Townhome Permits
May 2023**

| Date | Permit # | Subdivision | Address | Contractor | Owner | PIN # | Flood Zone/Flood Way |
|-------------|-----------------|--------------------|-------------------------|------------------------------|--------------|--------------|-----------------------------|
| 5/3/2023 | 230595 | Harmony Townhomes | 144 Chorus Loop, Lot 29 | Landmark 24 Homes of Georgia | Same | 51010F11024 | |
| 5/3/2023 | 230596 | Harmony Townhomes | 140 Chorus Loop, Lot 30 | Landmark 24 Homes of Georgia | Same | 51010F11025 | |
| 5/3/2023 | 230597 | Harmony Townhomes | 136 Chorus Loop, Lot 31 | Landmark 24 Homes of Georgia | Same | 51010F11026 | |
| 5/3/2023 | 230598 | Harmony Townhomes | 132 Chorus Loop, Lot 32 | Landmark 24 Homes of Georgia | Same | 51010F11027 | |
| 5/3/2023 | 230599 | Harmony Townhomes | 128 Chorus Loop, Lot 33 | Landmark 24 Homes of Georgia | Same | 51010F11028 | |
| 5/3/2023 | 230600 | Harmony Townhomes | 124 Chorus Loop, Lot 34 | Landmark 24 Homes of Georgia | Same | 51010F11029 | |
| 5/3/2023 | 230604 | Harmony Townhomes | 116 Chorus Loop, Lot 35 | Landmark 24 Homes of Georgia | Same | 51010F11031 | |
| 5/3/2023 | 230605 | Harmony Townhomes | 112 Chorus Loop, Lot 36 | Landmark 24 Homes of Georgia | Same | 51010F11032 | |
| 5/3/2023 | 230606 | Harmony Townhomes | 108 Chorus Loop, Lot 37 | Landmark 24 Homes of Georgia | Same | 51010F11033 | |
| 5/3/2023 | 230607 | Harmony Townhomes | 104 Chorus Loop, Lot 38 | Landmark 24 Homes of Georgia | Same | 51010F11034 | |
| 5/3/2023 | 230608 | Harmony Townhomes | 100 Chorus Loop, Lot 39 | Landmark 24 Homes of Georgia | Same | 51010F11035 | |
| 5/3/2023 | 230609 | Harmony Townhomes | 140 Verse Ln., Lot 40 | Landmark 24 Homes of Georgia | Same | 51010F12001 | |
| 5/3/2023 | 230610 | Harmony Townhomes | 144 Verse Ln., Lot 41 | Landmark 24 Homes of Georgia | Same | 51010F12002 | |
| 5/3/2023 | 230611 | Harmony Townhomes | 148 Verse Ln., Lot 42 | Landmark 24 Homes of Georgia | Same | 51010F12003 | |
| 5/3/2023 | 230612 | Harmony Townhomes | 152 Verse Ln., Lot 43 | Landmark 24 Homes of Georgia | Same | 51010F12004 | |
| 5/3/2023 | 230613 | Harmony Townhomes | 160 Verse Ln., Lot 44 | Landmark 24 Homes of Georgia | Same | 51010F12006 | |
| 5/3/2023 | 230614 | Harmony Townhomes | 164 Verse Ln., Lot 45 | Landmark 24 Homes of Georgia | Same | 51010F12007 | |
| 5/3/2023 | 230616 | Harmony Townhomes | 168 Verse Ln., Lot 46 | Landmark 24 Homes of Georgia | Same | 51010F12008 | |
| 5/3/2023 | 230617 | Harmony Townhomes | 172 Verse Ln., Lot 47 | Landmark 24 Homes of Georgia | Same | 51010F12009 | |
| 5/3/2023 | 230628 | Harmony Townhomes | 101 Chorus Loop, Lot 54 | Landmark 24 Homes of Georgia | Same | 51010F13008 | |
| 5/3/2023 | 230629 | Harmony Townhomes | 105 Chorus Loop, Lot 55 | Landmark 24 Homes of Georgia | Same | 51010F13009 | |
| 5/3/2023 | 230630 | Harmony Townhomes | 109 Chorus Loop, Lot 56 | Landmark 24 Homes of Georgia | Same | 51010F13010 | |
| 5/3/2023 | 230631 | Harmony Townhomes | 113 Chorus Loop, Lot 57 | Landmark 24 Homes of Georgia | Same | 51010F13011 | |
| 5/15/2023 | 230659 | Harmony Townhomes | 172 Chorus Loop, Lot 23 | Landmark 24 Homes of Georgia | Same | 51010F11017 | |
| 5/15/2023 | 230660 | Harmony Townhomes | 168 Chorus Loop, Lot 24 | Landmark 24 Homes of Georgia | Same | 51010F11018 | |
| 5/15/2023 | 230662 | Harmony Townhomes | 164 Chorus Loop, Lot 25 | Landmark 24 Homes of Georgia | Same | 51010F11019 | |
| 5/15/2023 | 230666 | Harmony Townhomes | 160 Chorus Loop, Lot 26 | Landmark 24 Homes of Georgia | Same | 51010F11020 | |
| 5/15/2023 | 230667 | Harmony Townhomes | 156 Chorus Loop, Lot 27 | Landmark 24 Homes of Georgia | Same | 51010F11021 | |
| 5/15/2023 | 230668 | Harmony Townhomes | 152 Chorus Loop, Lot 28 | Landmark 24 Homes of Georgia | Same | 51010F11022 | |
| 5/15/2023 | 230669 | Harmony Townhomes | 221 Chorus Loop, Lot 48 | Landmark 24 Homes of Georgia | Same | 51010F13002 | |
| 5/15/2023 | 230670 | Harmony Townhomes | 217 Chorus Loop, Lot 49 | Landmark 24 Homes of Georgia | Same | 51010F13003 | |
| 5/15/2023 | 230671 | Harmony Townhomes | 213 Chorus Loop, Lot 50 | Landmark 24 Homes of Georgia | Same | 51010F13004 | |

**City of Pooler
Townhome Permits
May 2023**

| | | | | | | | |
|--------------|-----------|-------------------|-------------------------|------------------------------|------|-------------|--|
| 5/15/2023 | 230672 | Harmony Townhomes | 209 Chorus Loop, Lot 51 | Landmark 24 Homes of Georgia | Same | 51010F13005 | |
| 5/15/2023 | 230673 | Harmony Townhomes | 205 Chorus Loop, Lot 52 | Landmark 24 Homes of Georgia | Same | 51010F13006 | |
| 5/15/2023 | 230674 | Harmony Townhomes | 201 Chorus Loop, Lot 53 | Landmark 24 Homes of Georgia | Same | 51010F13007 | |
| Total | 35 | | | | | | |

**City of Pooler
Commercial Permits
May 2023**

| Date | Permit # | Address | Contractor | Owner | Type/Project | PIN # | Flood Zone/Flood Way |
|--------------|-----------------|----------------------------------|------------------------------|-------------------------|-------------------------------------|--------------|-----------------------------|
| 5/1/2023 | 230251 | 880 Towne Center Blvd., Unit 101 | Chin Yo Hi | Tony Yange | Korean BBQ & Hotpot Restaurant | 50017C02054 | |
| 5/2/2023 | 230319 | 5158 Old Louisville Rd. | C. Merrill Construction LLC | HIG Property Management | Office Building | 5098701031 | |
| 5/26/2023 | 230418 | 481 Pooler Pkwy | Cal DeLoach | Chad Weaver | Remodel | 50017A01091 | |
| 5/23/2023 | 230472 | 5250 Old Louisville Rd. Bldg 9 | R Peacock Construction , LLC | Wesley Hobbs | Interior renovation | 5098701008 | |
| 5/23/2023 | 230603 | 2331 Pooler Pkwy Unit B | Barrie Hallem | Moisaic Two | Sub Station/Little Caesars Buildout | 5100901007 | |
| 5/25/2023 | 230625 | 110 Southern Junction Blvd. 102 | MHL Solutions Inc | Harish Kurani | Spa Buildout | 50017A01063 | |
| 5/22/2023 | 230677 | 439 Pooler Pkwy | Infinite Technical Services | Tesla, Inc | Tesla Supercharger Station | 50017A01098 | |
| 5/22/2023 | 230716 | 110 Southern Junction Blvd. 102 | Michael Neal | Harish Kurani | Buildout Vanilla Shell | 50017A01063 | |
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| Total | 8 | | | | | | |

Misc. Permits May 2023

| Date | Permit # | Address | Contractor | Owner | Project Type | PIN # | Flood Zone |
|-----------|----------|-----------------------------------|-------------------------------|-----------------------------|------------------------------|-------------|------------|
| 5/5/2023 | 230527 | 114 E. Tietgen St. | Alpha Foundation Specialists | Glenn Smith | Foundation Repair | 5000502005 | |
| 5/11/2023 | 230567 | 100 Moonlight Ln. | Doug Bean Signs | Moonlight BP Station Inc | 2 Tenant Panel Signs | | |
| 5/1/2023 | 230618 | 121 Post House Trl. | JDH Decks and Fences | Robbin Narciso | Aluminum Fence | 51009G02063 | |
| 5/1/2023 | 230619 | 158 Harvest Hill | JDH Decks and Fences | Bryan & Rebecca Tecklenburg | Aluminum Fence | 5100901027 | |
| 5/1/2023 | 230621 | 204 Chippinwood Cir. | Vinyl Industries | Jamer Aberson | Aluminum Screen Room | 51011E04009 | |
| 5/2/2023 | 230622 | 108 Redfield Dr. | Tuff Shed | Larry Sheppard | Storage Building | | |
| 5/1/2023 | 230623 | 810 Towne Center Blvd Ste 112/113 | Champion Fire Protection Inc | Saiman International LLC | Fire Sprinkler System | | |
| 5/2/2023 | 230632 | 115 Canal St Ste 601 | Advantage Air | Marco Hernandez | Install Hood | | |
| 5/8/2023 | 230634 | 112 Coopers Rise | Express Sunrooms | Colleen Salmond | Screen Room | 51009Q06018 | |
| 5/8/2023 | 230635 | 7 Coronado Ct. | Express Sunrooms | Robert Smith | Covered Patio and Pergola | 51010E03033 | |
| 5/4/2023 | 230636 | 248 Pampas Dr. | Freedom Forever | Doris Mehu | Roof Mounted Solar Panels | | |
| 5/4/2023 | 230637 | 233 Silver Brook Cir. | JDH Decks and Fences | Susan Tutan | 6' Wood Privacy Fence | | |
| 5/5/2023 | 230638 | 1215 E. Hwy 80 Ste. 100 & 200 | Pye Barker Fire | Pie Society | Fire Suppression System | | |
| 5/4/2023 | 230640 | 100 Populus Dr. | Hoffman Electric | Novare Group | Electical | | |
| 5/5/2023 | 230646 | 102 Zoya Ln. | Pye Barker Fire | Zaxby's | Fire Suppression System | | |
| 5/8/2023 | 230651 | 206 Benelli Dr. | Freddy's Services Inc | Korak Marrero | 6' Privacy Fence | | |
| 5/11/2023 | 230652 | 102 Morgan Lakes Industrial Blvd. | Braddy Electric Co Inc | Baker Constructors | Electical | | |
| 5/9/2023 | 230653 | 219 Merganser Dr. | Titanium Solar LLC | Alexis Buentello | Roof Mounted Solar Panels | | |
| 5/10/2023 | 230654 | 1107 Big Bend Rd. | Freedom Forever | Robert Tobin | Roof Mounted Solar Panels | | |
| 5/12/2023 | 230655 | 1242 DJ's Way | Thompson & Thompson | Gloria Johnson | Mechanical | | |
| 5/12/2023 | 230656 | 80 Gateway Dr. | Superior Fence and Rail | Tyler Starnes | Aluminum Fence | | |
| 5/11/2023 | 230661 | 600 W Hwy 80 | Thompson & Thompson | George Jackson | Electical | | |
| 5/11/2023 | 230664 | 400 Southwilde Way | Elvis Rivera | Same | Covered Porch | 51015B03107 | |
| 5/17/2023 | 230679 | 114 Coopers Rise | Express Sunrooms | Naponee Buckmon | Screen Room | 51009Q06017 | |
| 5/17/2023 | 230684 | 1545 Pooler Pkwy | Weeks Eelctrical | Boin US Holdco, Inc | Electical | | |
| 5/22/2023 | 230687 | 95 Melody Dr. | Cargill Fence Contracting | George Kubin | 6' Shadow Box Fence | | |
| 5/19/2023 | 230688 | 151 Old Pond Cir. | EMPWR Solar | Zarah Dimond | Roof Mounted Solar Panels | | |
| 5/31/2023 | 230689 | 1000 Pine Barren Rd. | AAA Sign Co Inc | Pooler Parkway Pine Barren | Wall Sign | | |
| 5/23/2023 | 230693 | 133 Coleman Blvd. (Spec 1) | Champion Fire Protection Inc | Sunport Holdings | Fire Sprinkler System | | |
| 5/23/2023 | 230694 | 133 Coleman Blvd. (Spec 2) | Champion Fire Protection Inc | Sunport Holdings | Fire Sprinkler System | | |
| 5/23/2023 | 230696 | 1702 Pooler Pkwy Unit 111-113 | Champion Fire Protection Inc | Michael Johns | Fire Sprinkler System | | |
| 5/23/2023 | 230697 | 4 Hickory Ct. | Tippins Homes | Jonathon Meek | Extend Existing Porch | 51009G01091 | |
| 5/22/2023 | 230702 | 118 Pickett Fence Ln. | Superior Fence and Rail | Ally Weiler | 6' White Vinyl Privacy Fence | | |
| 5/22/2023 | 230703 | 63 Yellow Jasmine Ct. | Freedom Forever | Sarah Allmaras | Roof Mounted Solar Panels | | |
| 5/22/2023 | 230704 | 338 Southwilde Way | Freedom Forever | Joel Monroy | Roof Mounted Solar Panels | | |
| 5/23/2023 | 230705 | 206 Longleaf Cir | Palmetto Solar LLC | David Illingworth | Roof Mounted Solar Panels | | |
| 5/23/2023 | 230706 | 462 Garden Acres Way | Palmetto Solar LLC | James Ryan | Roof Mounted Solar Panels | | |
| 5/23/2023 | 230707 | 122 Puttenham Xing | Halleluyah Restoration | Gregory and Karen Ganzkow | 4' Black Aluminum Fence | | |
| 5/22/2023 | 230708 | 104 Como Dr. | JDH Decks and Fences | Matthew Weirich | 4' Aluminum Fence | | |
| 5/23/2023 | 230717 | 1013 E. Hwy 80 | Jacobs Telecommunications Inc | FG Living Trust | Cell Tower Collocate | | |
| 5/23/2023 | 230719 | 880 Towne Center Blvd | Signs by Kelli Johns LLC | Pooler Rising Group LLC | Wall Sign | | |
| 5/30/2023 | 230722 | 2120 Pooler Pkwy | Pye Barker Fire | Chipotle | Fire Suppression System | | |
| 5/24/2023 | 230723 | 101 Juliett Low Ln. | JDH Decks and Fences | Angela Holliman | 5' Aluminum Fence | | |
| 5/31/2023 | 230725 | 5212 Old Louisville Rd. | AAA Sign Co Inc | PB/Strategic Pooler LLC | Freestanding Monument Sign | | |

Misc. Permits May 2023

| Date | Permit # | Address | Contractor | Owner | Project Type | PIN # | Flood Zone |
|--------------|-----------------|-------------------------|----------------------|-----------------|------------------------|--------------|-------------------|
| 5/25/2023 | 230726 | 113 Freemont Ln. | Daniel Shanahan | Same | 5' Aluminum Fence | | |
| 5/25/2023 | 230728 | 42 Woodford Reserve Dr. | Premier Pools & Spas | Cory Ott | Inground Swimming Pool | | |
| 5/30/2023 | 230740 | 257 McQueen Dr. | JDH Decks and Fences | Clinton Lagasse | Aluminum Fence | | |
| 5/31/2023 | 230746 | 115 Canal St Ste 601 | Taqueria Los Compas | Same | Temporary Sign | | |
| 5/31/2023 | 230756 | 317 Winchester Dr. | Hector Eide | Same | Storage Building | | |
| 5/31/2023 | 230757 | 115 Beatty St. | Raymond Clough | Same | Storage Building | | |
| | | | | | | | |
| | | | | | | | |
| Total | 50 | | | | | | |

City of Pooler
Certificate of Occupancy
May 2023

| Date | Permit # | Subdivision | Address | Type of Construction | Contractor | Owner |
|-----------|----------|---------------------|---------------------------------|------------------------|-------------------------------|-------------------|
| 5/1/2023 | 230022 | Hunt Club Townhomes | 130 Congo Ct., Lot 518 | Townhome | Beazer Homes | Same |
| 5/1/2023 | 221399 | Westbrook | 131 Holloway Hill, Lot 1093 | Townhome | DR Horton | Same |
| 5/2/2023 | 221392 | Westbrook | 137 Holloway Hill, Lot 1090 | Townhome | DR Horton | Same |
| 5/2/2023 | 221096 | Westbrook | 128 Tupelo St., Lot 222 | Single Family Detached | Logan Homes SC LLC | Same |
| 5/3/2023 | 221387 | Westbrook Glen | 140 Harvest Hill, Lot 831 | Single Family Detached | Pulte Home Company LLC | Same |
| 5/3/2023 | 221032 | Forest Lakes | 3 Superior Ln., Lot 913 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/3/2023 | 220923 | Telfair Park | 1009 Easthaven Blvd., Lot 364 | Single Family Detached | Mungo Homes | Same |
| 5/4/2023 | 221282 | Harmony | 121 Melody Dr., Lot 622 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/5/2023 | 221189 | Harmony | 116 Melody Dr., Lot 601 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/5/2023 | 221400 | Westbrook | 150 Holloway Hill, Lot 1096 | Single Family Detached | DR Horton | Same |
| 5/8/2023 | 220343 | Hunt Club | 309 Serengeti Blvd., Lot 605 | Single Family Detached | Beazer Homes | Same |
| 5/8/2023 | 220342 | Hunt Club | 307 Serengeti Blvd., Lot 604 | Single Family Detached | Beazer Homes | Same |
| 5/8/2023 | 221144 | | 810 Towne Center Blvd. Unit 102 | CBD Store Buildout | Wilson Pickett | Paul Patel |
| 5/9/2023 | 221095 | Westbrook | 130 Tupelo St., Lot 221 | Single Family Detached | Logan Homes SC LLC | Same |
| 5/10/2023 | 220914 | Telfair Park | 1003 Easthaven Blvd., Lot 361 | Single Family Detached | Mungo Homes | Same |
| 5/12/2023 | 220419 | Hunt Club Townhomes | 133 Congo Ct., Lot 502 | Townhome | Beazer Homes | Same |
| 5/12/2023 | 220437 | Hunt Club Townhomes | 135 Congo Ct., Lot 503 | Townhome | Beazer Homes | Same |
| 5/12/2023 | 220439 | Hunt Club Townhomes | 137 Congo Ct., Lot 504 | Townhome | Beazer Homes | Same |
| 5/12/2023 | 221474 | Westwood Reserve | 76 Woodford Reserve Dr., Lot 58 | Single Family Detached | DR Horton | Same |
| 5/12/2023 | 210993 | Westbrook | 210 Park Chase, Lot 712 | Single Family Detached | Village Park Homes LLC | Same |
| 5/13/2023 | 230292 | | 2201 Pooler Pkwy Unit 500 | Nail Salon Addition | Yufei Liu | Delux Nail & Spa |
| 5/15/2023 | 221398 | Westbrook | 133 Holloway Hill, Lot 1092 | Townhome | DR Horton | Same |
| 5/15/2023 | 221185 | Westwood Reserve | 79 Woodford Reserve Dr., Lot 92 | Single Family Detached | DR Horton | Same |
| 5/15/2023 | 220925 | Telfair Park | 1013 Easthaven Blvd., Lot 366 | Single Family Detached | Mungo Homes | Same |
| 5/16/2023 | 220978 | Westwood Reserve | 45 Woodford Reserve Dr., Lot 84 | Single Family Detached | DR Horton | Same |
| 5/16/2023 | 221276 | Harmony | 118 Melody Dr., Lot 602 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/16/2023 | 221349 | Harmony | 123 Melody Dr., Lot 621 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/16/2023 | 221278 | Harmony | 120 Melody Dr., Lot 603 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/16/2023 | 221111 | Telfair Park | 1012 Easthaven Blvd., Lot 432 | Single Family Detached | Mungo Homes | Same |
| 5/16/2023 | 220728 | Westbrook Villas | 151 Mallory Pl., Lot 173 | Single Family Detached | Village Park Homes LLC | Same |
| 5/18/2023 | 221027 | Forest Lakes | 132 Como Dr., Lot 924 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/18/2023 | 221047 | Westbrook | 128 Kent Trl., Lot 541 | Single Family Detached | HD Construction | DJ Desai |
| 5/18/2023 | 221401 | Westbrook | 152 Holloway Hill, Lot 1097 | Townhome | DR Horton | Same |
| 5/18/2023 | 221397 | Westbrook | 135 Holloway Hill, Lot 1091 | Townhome | DR Horton | Same |
| 5/18/2023 | 221275 | Forest Lakes | 120 Como Dr., Lot 918 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/18/2023 | 220451 | | 100 Blue Moon Xing, Unit 117 | Office Buildout | Boomer Homes Inc | Judge Realty, LLC |
| 5/19/2023 | 220341 | Hunt Club | 305 Serengeti Blvd., Lot 603 | Single Family Detached | Beazer Homes | Same |
| 5/19/2023 | 220258 | Hunt Club | 364 Serengeti Blvd., Lot 609 | Single Family Detached | Beazer Homes | Same |
| 5/19/2023 | 210472 | Westbrook | 202 Park Chase, Lot 716 | Single Family Detached | Village Park Homes LLC | Same |

**City of Pooler
Certificate of Occupancy
May 2023**

| Date | Permit # | Subdivision | Address | Type of Construction | Contractor | Owner |
|--------------|-----------------|--------------------|------------------------------------|-----------------------------|-------------------------------|----------------------|
| 5/19/2023 | 221371 | Telfair Park | 101 Juliette Low, Lot 418 | Single Family Detached | Mungo Homes | Same |
| 5/19/2023 | 200232 | Pooler III | 3002 Benton Grove, Bldg 300 | Multi-Family Apartments | Morrow Construction Co | DD Benton LLC |
| 5/22/2023 | 221097 | Westbrook | 113 Quince St., Lot 243 | Single Family Detached | Logan Homes SC LLC | Same |
| 5/22/2023 | 200225 | Pooler III | 3002 Benton Grove | Cabana | Morrow Construction Co | DD Benton LLC |
| 5/22/2023 | 221389 | Westwood Reserve | 74 Woodford Reserve Dr., Lot 59 | Single Family Detached | DR Horton | Same |
| 5/22/2023 | 221297 | Westwood Reserve | 72 Woodford Reserve Dr., Lot 60 | Single Family Detached | DR Horton | Same |
| 5/24/2023 | 220603 | Westbrook | 178 Spanton Crescent, Lot 512 | Single Family Detached | Logan Homes SC LLC | Same |
| 5/24/2023 | 220237 | Morgans Corner | 1000 Pine Barren Rd. Units 107-108 | Sunrise Restaurant Buildout | R Peacock Constrution | Thinh Pham |
| 5/24/2023 | 220729 | Westbrook Villas | 155 Mallory Pl., Lot 175 | Single Family Detached | Village Park Homes LLC | Same |
| 5/24/2023 | 220731 | Westbrook Villas | 142 Mallory Pl., Lot 177 | Single Family Detached | Village Park Homes LLC | Same |
| 5/24/2023 | 221477 | Telfair Park | 101 Jepson Way, Lot 368 | Single Family Detached | Mungo Homes | Same |
| 5/25/2023 | 221494 | | 419 W Hwy 80 | Rita's Italian Ice Buildout | Basin Co. LLC. | Jesse and Tim Andorn |
| 5/26/2023 | 221283 | Harmony | 119 Melody Dr., Lot 623 | Single Family Detached | Landmark 24 Homes of Savannah | Same |
| 5/26/2023 | 221104 | Westwood Reserve | 71 Woodford Reserve Dr., Lot 88 | Single Family Detached | DR Horton | Same |
| | | | | | | |
| | | | | | | |
| Total | 53 | | | | | |

**Monthly Report
May 2023**

INSPECTORS

| | | |
|---------------------------|--------------|----------------------------------|
| Scott MacPherson | 244 | Inspections (Included in Salary) |
| Frank Garza | 839 | Inspections (Included in Salary) |
| Josh Moody | 63 | Inspections |
| Total Inspections: | 1,146 | Inspections |

AGENDA ITEM

Date: June 20, 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
(Second 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 second reading.

ORDINANCE NO. 2023-06.A

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 punishable 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 20, 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 (Second Reading)

Background & Discussion

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

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

Staff recommends approval on second reading.

ORDINANCE NO. 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~~ 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 ~~eCity Planner zoning administrator~~ may serve as chairperson pro tern.

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: _____

AGENDA ITEM

Date: June 20, 2023

Subject: Preliminary construction plans for The Farm at Morgan Lakes, Ph. 2

Background and Discussion:

The preliminary construction plans for The Farm at Morgan Lakes, Phase 2, received approval on July 6, 2020. A preconstruction meeting was never scheduled, with no work beginning. The developer is looking to schedule a preconstruction meeting to begin construction. However, per Appendix B, Article VII, Section 702.06, preliminary plans shall be valid for a period of one year, and if work has not started on a subdivision, the preliminary plan shall be submitted for reapproval to commence construction.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the expired construction plans for The Farm at Morgan Lakes, Phase 2, contingent upon the Stormwater Agreement being recorded prior to a preconstruction meeting.

AGENDA ITEM

Date: June 20, 2023

Subject: Preliminary construction plans for The Farm at Morgan Lakes, Ph. 2

Background and Discussion:

The preliminary construction plans for The Farm at Morgan Lakes, Phase 2, received approval on July 6, 2020. A preconstruction meeting was never scheduled, with no work beginning. The developer is looking to schedule a preconstruction meeting to begin construction. However, per Appendix B, Article VII, Section 702.06, preliminary plans shall be valid for a period of one year, and if work has not started on a subdivision, the preliminary plan shall be submitted for reapproval to commence construction.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the expired construction plans for The Farm at Morgan Lakes, Phase 2, contingent upon the Stormwater Agreement being recorded prior to a preconstruction meeting.



CITY OF POOLER

100 Southwest Highway 80
Pooler, Georgia 31322
(912) 748-7261
www.pooler-ga.gov

Robert H. Byrd, Jr. - City Manager
Steve Scheer - City Attorney

Mayor
Rebecca C. Benton

CITY COUNCIL

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

July 7, 2020

Morgan Lakes Property, LLC
70 Shirley B. James Drive
Savannah, GA 31408

RE: Preliminary Construction Plans for The Farm at Morgan Lakes, Phase 2

Dear Sir:

During their regularly scheduled meeting on Monday, July 6, 2020, Mayor and Council approved the preliminary construction plans for The Farm at Morgan Lakes, Phase 2.

The following information applies for an approved site plan and/or once all above contingencies are met. **A pre-construction meeting is required for all construction projects.** Please contact Tara Duff in the Public Works Department at (912) 330-8650 to schedule this meeting prior to beginning any land development activities.

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

Sincerely,

Kimberly Classen
Zoning Administrator

cc: Michael Hughes ~ Thomas & Hutton Engineering
Shannon Kirby ~ Inspections Coordinator
Tara Duff ~ Public Works Coordinator
File



PLAN REVIEW # kak509

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

| | | |
|---|---|-------------------------------------|
| <u>1/14/19 revised 3/3/20 & 5/4/20</u> DATE ON PLANS | <u>City of Pooler</u> LIA | <u>5/7/2020</u> DATE RECEIVED |
| <u>23.1</u> TOTAL PROJECT ACRES | <u>23.1</u> TOTAL DISTURBED ACRES | |
| <u>The Farm At Morgan Lakes - Phase 2</u> NAME OF PROJECT | <u>Jimmy Deloach Parkway, Pooler, GA (Chatham County)</u> ADDRESS (INCLUDING COUNTY) | |
| <u>32.110435 -81.164017</u> SPECIFIC INFORMATION ON PROJECT (GPS Location) | | |
| <u>Michael S. Hughes, P.E.</u> DESIGN PROFESSIONAL | <u>12460/07-01-2021</u> LEVEL II CERTIFICATION/EXPIRATION DATE | <u>Oj, Ok, Waf</u> SOIL SERIES |
| <u>Morgan Lakes Property, LLC</u> c/o Stoy Marlow APPLICANT | <u>70 Shirley B. James Drive, Savannah, GA 31408</u> ADDRESS | <u>912-964-6513</u> PHONE NUMBER |

REPORT OF TECHNICAL REVIEW

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

The Erosion Sediment and Pollution Control Plan for the above named project or activity does not meet the requirements in the City of Pooler through failure to include the following:

Contingent upon addressing the following:

- | |
|--|
| 7/38/50 Please be sure the entire Co is within the LOD on the situational lots on pg. EC4.3 & the Co must be entirely within the LOD on the initial phase (pgs. EC1.1 & EC1.3). The GPS location of the Co must be shown on cover sheet & may also be shown on ES&PC Plan sheets & ES&PC notes & it must match the NOI |
| 48/52 Please label both the St's on Lagoon #3 & provide calculations on all pgs. (like on pg. EC2.3, or do both the St's on that Lagoon have the same calculations?) & label the double row Sd1-S on pgs. EC2.2 & EC2.3 near Lagoon #3 (like on ph1) |
| 51. Please provide the disturbed acreage & required storage calculations (presumably with silt fence) for phase 1. The calculations for the required sediment storage for all phases (especially if they vary by disturbed acreage per phase) have to be provided so the reviewer can determine if the drained/disturbed acres on ph1 (in particular) are being met. How many acres are being distributed on ph1 & how much silt fence is being provided? Even though it would appear there is sufficient storage being provided on ph1 (as alluded to on the cover letter addressing comments, with some of the Bacs (537cy) not accounted for in lagoon calculations), those calculations nor, a valid rationale for lack of traditional sediment storage usage on that phase, are on the plan to verify requirement has been met & rationale is valid |
| 45/46/51 Please delineate & label on the pre/post drainage basin map(s) the: total project/disturbed acreage (23.1acs) LOD, the portions of the Bacs that are not directly attributed to 1 of the lagoons being treated by the silt fence & the portion that drains to part of the drainage system that can go to the lagoons in this phase or the existing ponds that can go to the lagoons in this phase or the existing ponds ("basin borrow pit" and "basin lagoon 2" on the post development drainage exhibit) as part of the interconnected drainage system |

> Approvals are contingent upon providing all necessary permits and variances. Any questions, comments, or concerns regarding this plan review should be addressed to:

| | |
|---|------------------------|
| Technical review by: | <u>Kari Ann Kleist</u> |
| Level II Certification #/Expiration Date: | <u>88064/8.29.22</u> |
| Organization: | <u>GSWCC</u> |
| Date: | <u>05/28/20</u> |

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

DISTRICT SUPERVISOR

06/01/2020
DATE



June 30, 2020

VIA EMAIL

Ms. Kimberly Classen
Planning & Zoning Department
CITY OF POOLER
100 Southwest Highway 80
Pooler, GA 31322

Re: The Farms at Morgan Lakes Phase 2 – Thomas & Hutton

Dear Ms. Classen:

ISE has reviewed the site development plans for the above referenced project. Please note that this constitutes a general review in accordance with local ordinances and guidelines. We *recommend approval of the Site Development Plans subject to* concurrence by City staff that their comments have been addressed.

Approval of the Site Development Construction Plans and the eventual issuance of a Land Disturbance Permit does not relieve the Owner/Developer from complying with all Ordinances of the City of Pooler, and State and Federal Regulations that apply. The Developer and Engineer may proceed with the steps required to obtain a Land Disturbance Permit after the pending items are furnished to the City, and should not commence construction until the Land Disturbance Permit is issued by the City.

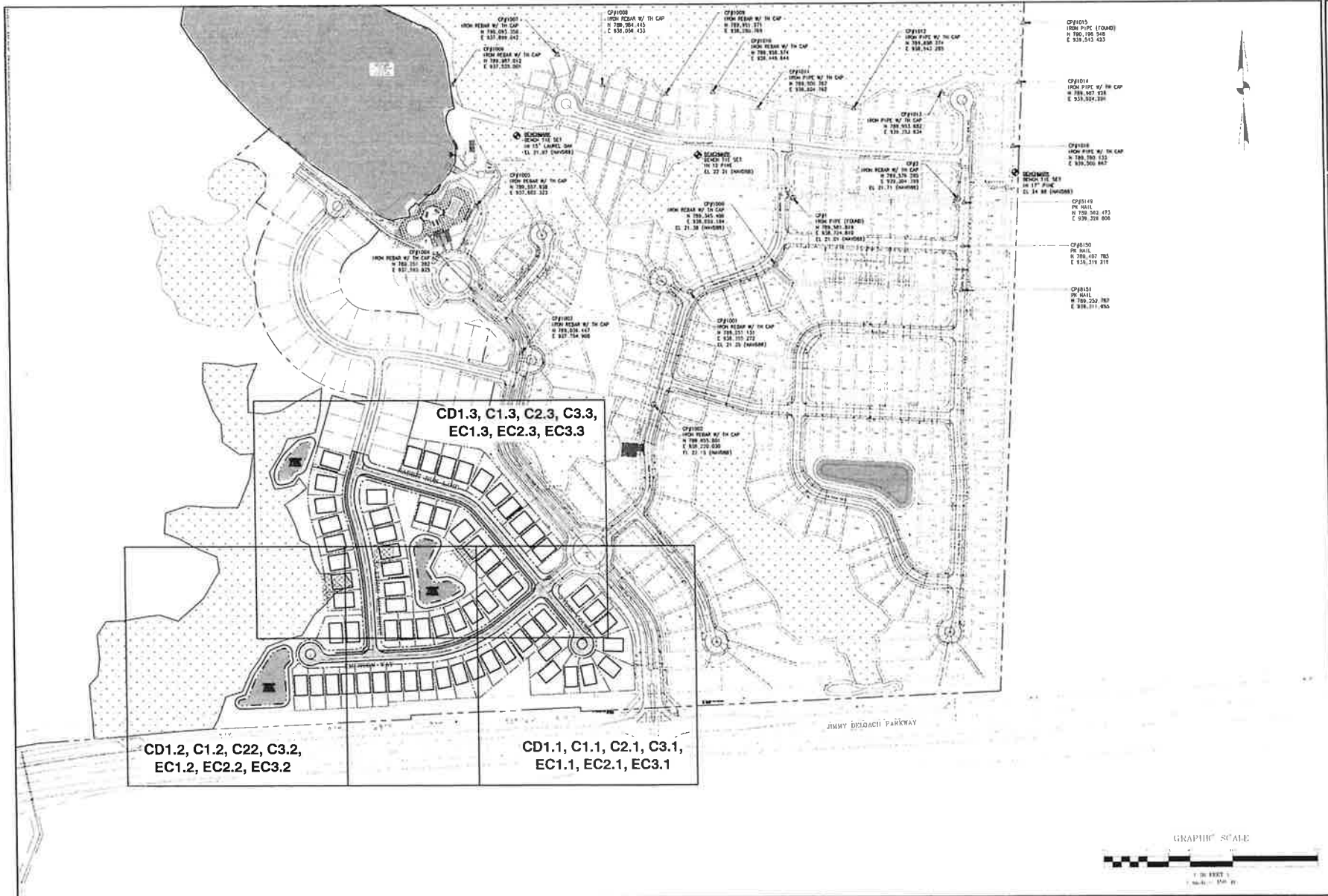
We appreciate the opportunity to assist the City of Pooler with this review, and remain available at any time to offer additional assistance with this project during construction or project closeout. If you have any questions or comments, or require any additional information, please feel free to contact the undersigned.

Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "L.H. Davis, Jr.".

L.H. (Dan) Davis, Jr., PE / Principal

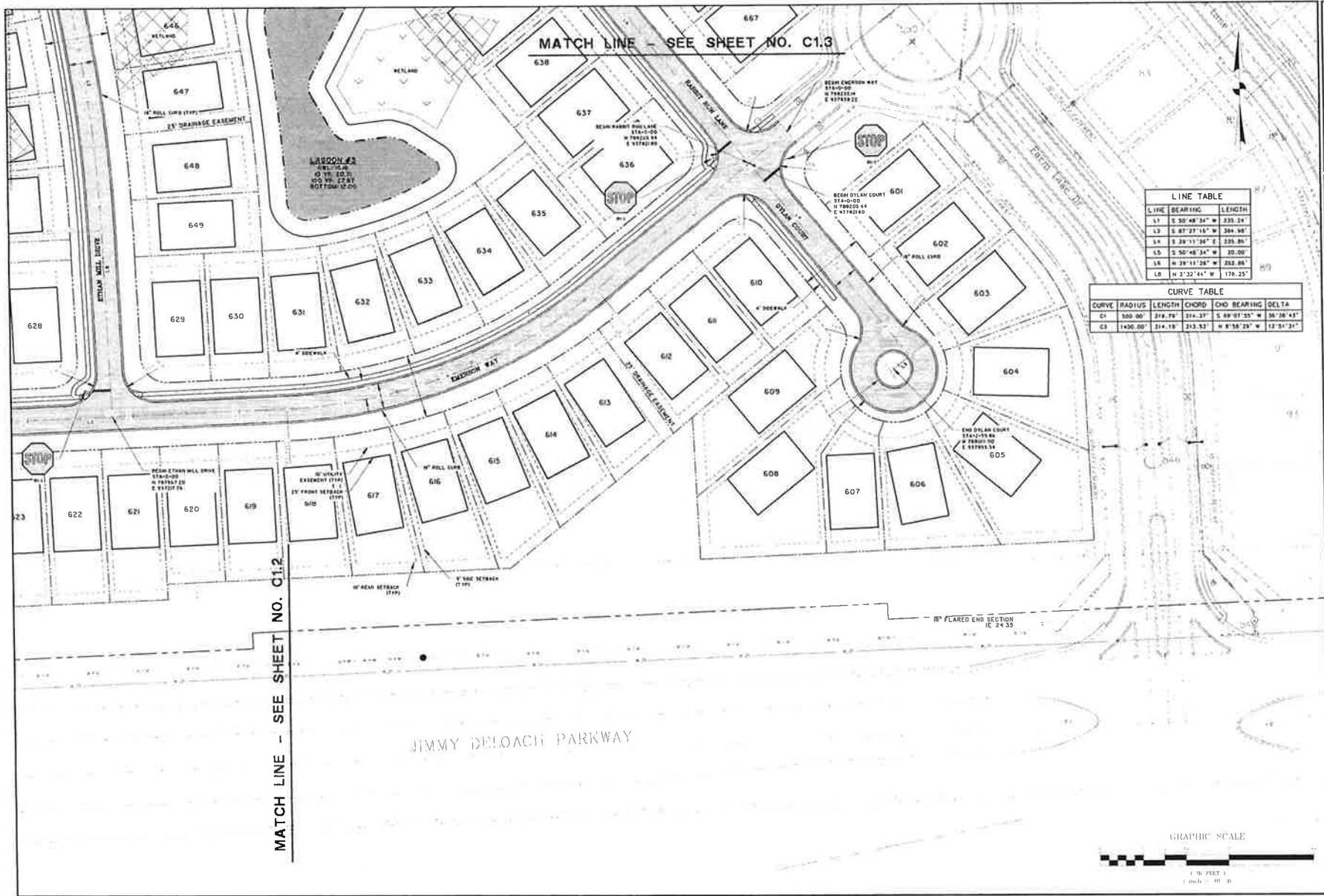


| | |
|----------|--|
| DATE | |
| BY | |
| REVISION | |

THOMAS & HUTTON
 50 Pate of Commerce Way
 Savannah, GA 31403 • 912.234.5300
 www.thomasthutton.com

MORGAN LAKES PROPERTY, LLC.
 FIDELITY & BOND
 THE FARMS AT MORGAN LAKES - PHASE 2
 SHEET INDEX & SURVEY CONTROL PLAN

G1.1



LINE TABLE

| LINE | BEARING | LENGTH |
|------|---------------|---------|
| L1 | S 50°48'34" W | 233.24' |
| L2 | S 87°27'15" W | 364.98' |
| L4 | S 38°11'36" E | 335.85' |
| L5 | S 50°48'34" W | 23.00' |
| L6 | N 28°11'28" W | 232.88' |
| L8 | N 2°32'44" W | 176.25' |

CURVE TABLE

| CURVE | RADIUS | LENGTH | CHORD | CHD BEARING | DELTA |
|-------|----------|---------|---------|---------------|-----------|
| C1 | 500.00' | 214.79' | 374.37' | S 49°01'55" W | 36°38'43" |
| C3 | 1400.00' | 214.19' | 213.53' | N 8°58'29" W | 12°51'21" |

THOMAS & HUTTON
 PROFESSIONAL ENGINEERS
 50 Park of Commerce Way
 Savannah, GA 31403 • 912.234.5500
 www.thomashutton.com

MORGAN LAKES PROPERTY, LLC.
 PEOPLE, GEORGIA

THE FARMS AT MORGAN LAKES - PHASE 2

SITE LAYOUT

DATE: _____

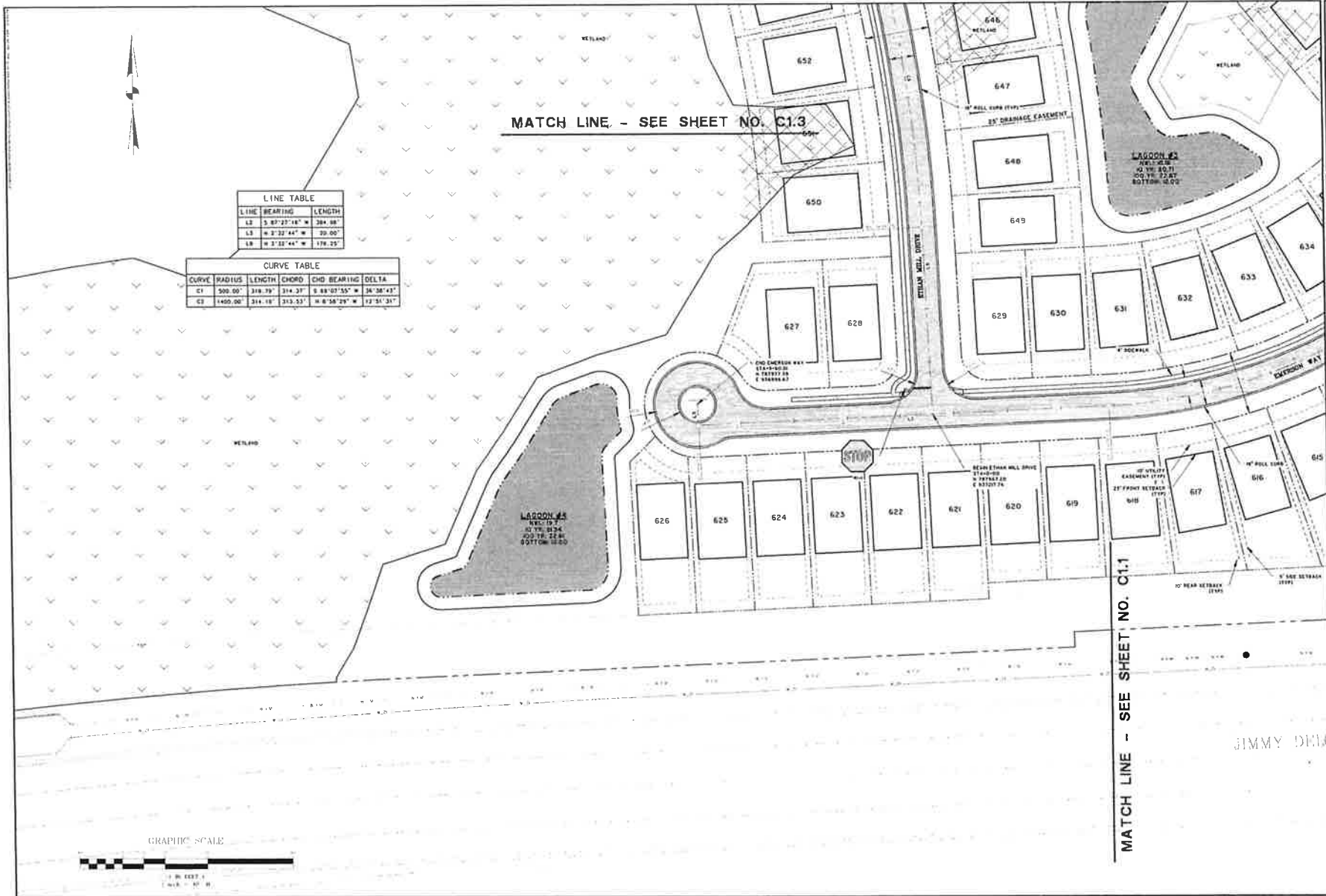
REVISIONS:

NO. _____

DATE: _____

JOB NO. P 2534-000
 DATE: 07/24/19
 DRAWN: MHL
 CHECKED: MHL
 REVIEWED: MHL
 APPROVED: MHL
 DATE: _____

C1.1



LINE TABLE

| LINE | BEARING | LENGTH |
|------|---------------|---------|
| L2 | S 87°27'48" W | 384.88' |
| L3 | N 2°32'44" W | 30.00' |
| L8 | N 2°32'44" W | 178.25' |

CURVE TABLE

| CURVE | RADIUS | LENGTH | CHORD | CHD BEARING | DELTA |
|-------|----------|---------|---------|---------------|-----------|
| C1 | 500.00' | 318.79' | 314.37' | S 88°07'55" W | 34°38'43" |
| C2 | 1400.00' | 314.18' | 313.53' | N 6°38'29" W | 12°51'31" |

THOMAS & HUTTON
 50 P.O. of Commerce Way
 Savannah, GA 31405 • 912.234.5300
www.thomashutton.com

MORGAN LAKES PROPERTY, LLC.
 FIDELITY, GEORGIA
 THE FARMS AT MORGAN LAKES - PHASE 2
 SITE LAYOUT

DATE: 08/19/2019
 DRAWN: JML
 CHECKED: JML
 APPROVED: JML
 TITLE:

C1.2



GEORGIA
PLANNED
PROGRESS

THOMAS & HUTTON
INCORPORATED
SURVEYORS

MORGAN LAKES PROPERTY, LLC.
PO BOX 18
ROSELLE, GEORGIA

THE FARMS AT MORGAN LAKES - PHASE 2
LAYOUT

C1.3

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

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

**PLANNING AND ZONING DEPARTMENT
STAFF REPORT**

Barrow Drive Trailer Parking Extension – Site Development Plan

| | |
|---------------------------------|--|
| Project Number: | #220174 |
| P&Z Meeting Date: | June 12, 2023 |
| Council Meeting Date: | June 20, 2023 |
| Applicant and Authorized Agent: | Patrick Warner |
| Location (Address): | Barrow Drive |
| Parcel (PIN): | 51010 03013 |
| Acreage: | 15.81 total – 5.2 disturbed |
| Zoning: | I-1, Light Industrial w/ conditions |
| Staff Recommendation: | Approval w/ contingencies |
| P&Z Recommendation: | Agree w/ staff for Approval w/ contingencies as written |
| Site Plan Criteria: | <ol style="list-style-type: none">Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;Whether the site plan provides for adequate pedestrian and traffic access;Whether the site plan provides for adequate space for off-street parking and loading/unloading zones where applicable;Whether the site plan provides for the appropriate location, arrangement, size, and design of buildings, lighting, and signs, giving due consideration to the applicable zoning district(s);Whether the site plan is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties; |

6. Whether the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
7. Whether the proposed development site is adequately served by other public services to account for current or projected needs;
8. Whether the site plan provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
9. Whether the site plan provide adequate landscaping, including type and arrangement of trees, shrubs, and other landscaping, which may provide a visual or noise-detering buffer between adjacent properties; and,
10. Whether the site plan provides for improvements in accordance with all applicable federal, state, and local laws, including without limitation the Code of Ordinances for the City of Pooler.

Conclusion:

The submitted site plan addresses the site plan approval criteria per the following:

1. The site plan is consistent with the recommendations and policies of the 2040 Comprehensive Plan FLUM.
2. The site plan complies generally with the provisions of Sec. 5(E) of App. A, Art. III for access and circulation; Sec. 11 of App. A, Art. V related to traffic impacts; and Sec. 2 of App. A, Art. III for traffic access, with the exceptions noted in the contingencies.
3. The site plan complies with the provisions of Sec. 5(E) of App. A, Art. III for parking and loading standards.
4. The site plan complies with the provisions Sec. 6 of Art. III, App. A. and Art. IV, App. A related to development standards for industrial development, including setbacks and height and Chapter 74, Art. VI for lighting.
5. The site plan complies with the provisions of Sec. 27 of Art. III, App. A for buffer standards.
6. The site plan complies generally with Sec. 606 of App. B, Art. VI; Chapter 74, Art. V; and Chapter 42, Art. V related to servicing of utilities and infrastructure, with the exceptions noted in the contingencies.
7. The site is adequately served by any other public services for current or projected needs.

8. The site plan complies with the provisions of Sec. 27, Art. III, App. A related to buffer and screening standards.
9. The site plan complies generally with the provisions of Chapter 42, Art. VI for tree and landscaping requirements, in general, and related buffers, with the exceptions noted in the contingencies.
10. The site plan generally complies with the provisions of the City of Pooler Code of Ordinances, specifications, or standards, and all other applicable laws, with the exceptions noted in the contingencies.

As such, staff recommends **approval** of this site plan, *subject to the following contingencies*:

- All development trees approved and bonded by Phase 1, not being relocated, shall be brought into compliance before scheduling the pre-construction meeting for Phase 2 development.
- All development trees being relocated from Phase 1 and planted in the Phase 2 development area shall be installed prior to close-out of the Phase 2 development.
- The maintenance of the existing stormwater management facilities shall be completed, inspected, and approved by the City of Pooler prior to scheduling the pre-construction meeting for Phase 2 development. The maintenance shall include, but not be limited to, the mitigation of sedimentation in ponds, outlets, and stormwater conveyance features and complete stabilization of the Phase 1 site. If other stormwater maintenance issues are identified by the City of Pooler, these items shall also be mitigated prior to pre-construction meeting.
- The parking surface/work yard associated with the Log Yard shall be brought into compliance through the provision of an acceptable gravel surface. The non-compliant parking surface/work yard associated with Phase 1 shall initiate the maintenance/compliance work within 6 months of the issuance of the Site Plan Approval Letter. The surfacing of the Phase 1 site, bringing it into compliance, shall be completed and found acceptable to the City of Pooler prior to close-out of the Phase 2 development.

Attachments:

1. Application and Submittal Documentation
2. Review Approval Letter
3. Site Map A

4. Site Map B



Application and Submittal Documentation

RECEIVED

JUN 08 2022

ZONING DEPARTMENT

Project # 220714

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

| | |
|---------------------------|--|
| Applicant Information | Applicant <u>Coleman Company</u> Mailing address <u>480 Chatham Parkway, Suite 100</u> City <u>Savannah</u> State <u>GA</u> Zip <u>31405</u> Telephone <u>(912)200-3041</u> Fax () _____ |
| Property Ownership | Property Owner(s) <u>BG Bazemore Holdings LLC</u> Mailing address <u>122 Pipemakers Cir STE 207</u> City <u>Pooler</u> State <u>GA</u> Zip <u>31322</u> Telephone <u>(912)965-0111</u> Fax () _____ |
| Contact Person | Contact Person(s) <u>Coleman Company - Patrick Warner</u> Mailing address <u>1480 Chatham Parkway, Suite,100</u> City <u>Savannah</u> State <u>GA</u> Zip <u>31405</u> Telephone <u>(912)200-3041</u> Fax () _____ E-mail <u>pwarner@cci-sav.com</u> |
| Request | Location address <u>Barrow Drive</u> <u>5-1010, 03-013</u> Current Zoning <u>L-1 Light Industrial</u> Parcel Identification Number <u>51010 030713</u> Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property: <u>Trailer Parking Extension</u> |
| Participating Contractors | Please list the name and address of all participating contractors: (Surveyor, engineer, architect, installer, developer, etc.) Name _____ License # _____ Mailing address _____ City _____ State _____ Zip _____ Telephone () _____ Fax () _____ E-mail _____ |

RECEIVED

JUN 08 2022

ZONING DEPARTMENT

File # 220714

SITE PLAN APPLICATION (cont.)

| Participating Contractors | <p>Please list the name and address of all participating contractor below: (Including surveyor, engineer, architect, installer, developer, etc.)</p> <p>Name _____ License # _____</p> <p>Mailing address _____</p> <p>City _____ State _____ Zip _____</p> <p>Telephone (____) _____ Fax (____) _____ E-mail _____</p> | | | | | | | | | | | | | | | | |
|---------------------------|--|------------------|---------------------|------------------|---------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| Previous Zoning Actions | <p>Please list any previous zoning actions within the past three years. If possible, please include application number, date of application and action taken on all prior applications filed for the zoning action of the whole or part of the land proposed under this application.</p> <table border="1"> <thead> <tr> <th>Application#</th> <th>Date</th> <th>Action Requested</th> <th>Action Taken</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Application# | Date | Action Requested | Action Taken | | | | | | | | | | | | |
| Application# | Date | Action Requested | Action Taken | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | |
| Campaign Contributions | <p>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?</p> <p><input checked="" type="checkbox"/> No. I have not made campaign contributions to any Pooler City Official(s).</p> <p><input type="checkbox"/> Yes. I have made campaign contributions to one or more Pooler City Official(s).</p> <table border="1"> <thead> <tr> <th>City Official</th> <th>Title</th> <th>Dollar Value</th> <th>Description of gift</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>If more space is needed for either contractors or campaign contributions, attach another copy of this form.</p> | City Official | Title | Dollar Value | Description of gift | | | | | | | | | | | | |
| City Official | Title | Dollar Value | Description of gift | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | |
| Signature & Date | <p>I attest that all the information provided is true to fact: _____ (Applicants Signature)</p> <p>Please check if NRCS Approval is needed _____ or EPD Approval _____ and date submitted.</p> <p>Date: 05 / 25 / 2022 <u>6/8/22</u> Attest: <u>Kiri Classen</u> (Zoning Administrator or Agent thereof)</p> | | | | | | | | | | | | | | | | |



RECEIVED

JUN 08 2022

ZONING DEPARTMENT

City of Pooler

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning, Conditional Use, Variance, Site Plans & Subdivision Submittals

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Chatham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance, conditional use, rezoning of property or a site plan submittal.

Name of applicant: Coleman Company

Address: 480 Chatham Parkway, Suite 100

City & State: Savannah, GA Zip 31405

Telephone number: 912 200-3041

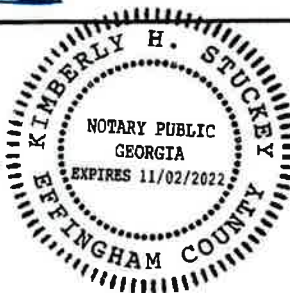
[Handwritten Signature]
Signature of owner

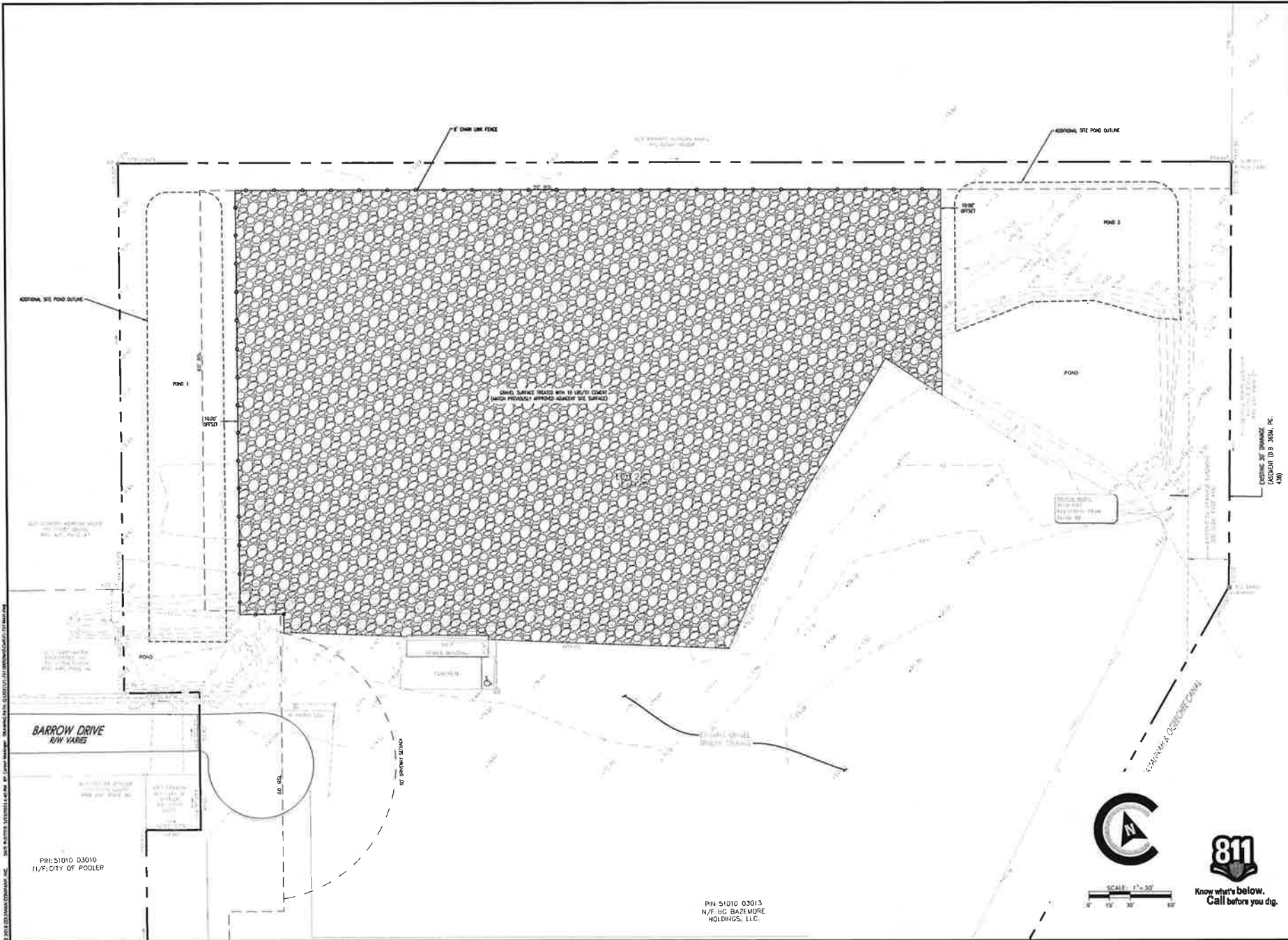
Personally appeared before me Brent G. Bazemore

Who swears that the information contained in this authorization is true and correct to the best his/her knowledge and belief.

[Handwritten Signature]
Notary Public

May 25, 2022
Date





NOT FOR CONSTRUCTION

REVISIONS:

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CIVIL CONSTRUCTION PLANS FOR
**BARROW DRIVE TRAILER PARKING
 EXTENSION**
 LOCATED IN POOLER, GA
 PREPARED FOR GRIFFIN CONTRACTING, INC.

JOB NUMBER: 21-737
 DATE: 05/22/23
 DRAWN BY: CLM
 CHECKED BY: PJW
 SCALE: AS NOTED

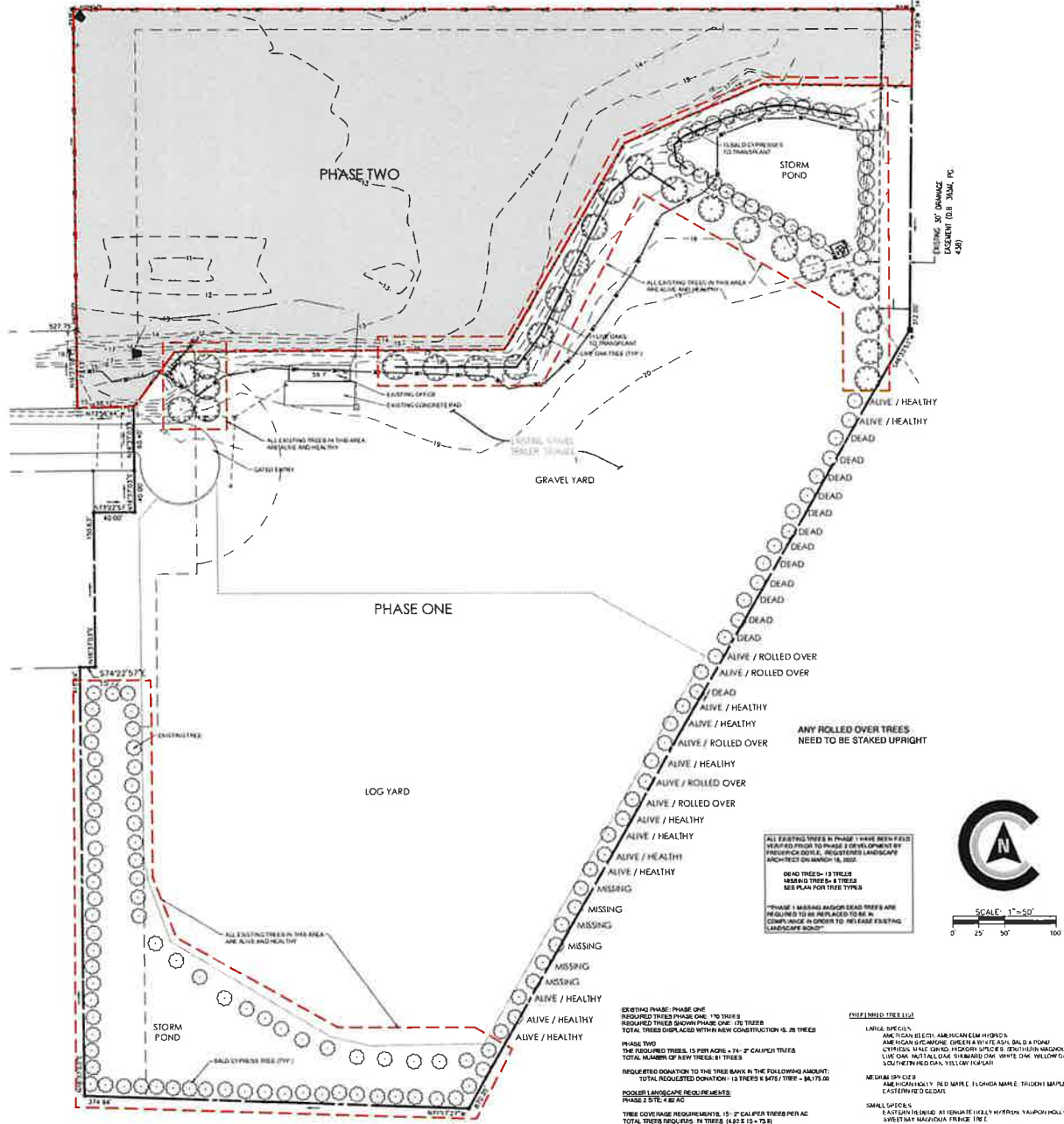
STAKING PLAN

SHEET:
C3.0



PN: 51010 03013
 N/F: HC BAZEMORE
 HOLDINGS, LLC.

- CONTINGENCES**
1. ALL DEVELOPMENT TREES APPROVED & BANNED FOR PHASE 1, NOT BEING RELOCATED, SHALL BE BROUGHT INTO COMPLIANCE BEFORE SCHEDULING THE PRE-CONSTRUCTION MEETING FOR PHASE 2 DEVELOPMENT. ALSO ANY TREES NOT UPRIGHT SHALL BE CORRECTED AND STAKED.
 2. ALL DEVELOPMENT TREES BANNED FROM PHASE 1 & PLANTED IN PHASE 2 AREA SHALL BE INSTALLED PRIOR TO THE CLOSE OUT OF PHASE 1 DEVELOPMENT.
 3. THE MAINTENANCE OF THE EXISTING STORMWATER MANAGEMENT FACILITIES SHALL BE COMPLETED, INSPECTED & APPROVED BY THE CITY OF POOLER PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING FOR PHASE 2 DEVELOPMENT. THE MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, THE REPAIR OF DISBURTMENT IN POOLS, OUTLETS & STORMWATER CONDUIT FEATURES & COMPLETE STABILIZATION OF THE PHASE 1 DEVELOPMENT. IF STORMWATER MAINTENANCE ISSUES ARE IDENTIFIED BY THE CITY OF POOLER, THESE TREES SHALL NEED BE RELOCATED PRIOR TO THE CONSTRUCTION MEETING.
 4. THE PARKING SURFACE WORK ASSOCIATED WITH THE LOG YARD SHALL BE BROUGHT INTO COMPLIANCE THROUGH THE PROVISION OF AN ACCEPTABLE GRAVEL SURFACE. THE NON-COMPACT PARKING SURFACE WORK ASSOCIATED WITH PHASE 1 DEVELOPMENT SHALL MAINTAIN THE MAINTENANCE COMPLIANCE WORK WITHIN A MARGIN OF THE BOUNDARY OF THE SITE PLAN APPROVAL LETTER. THE SURFACING OF THE PHASE 1 DEVELOPMENT, INCLUDING ANY COMPLIANCE, SHALL BE COMPLETED AND FOUND ACCEPTABLE TO THE CITY OF POOLER PRIOR TO THE CLOSE OUT OF PHASE 2 DEVELOPMENT.



ALL EXISTING TREES IN PHASE 1 HAVE BEEN FIELD MEASURED PRIOR TO PHASE 2 DEVELOPMENT BY PROFESSIONAL LANDSCAPE ARCHITECTS ON MARCH 18, 2023.

ORIG TREES - 13 TREES
 MISSING TREES - 8 TREES
 SEE PLAN FOR TREE TYPES

PHASE 1 MISSING AND/OR DEAD TREES ARE REQUIRED TO BE RELOCATED TO BE IN COMPLIANCE IN ORDER TO RELEASE EXISTING LANDSCAPE BOND

EXISTING PHASE 1 PHASE ONE
 REQUIRED TREES PHASE ONE: 70 TREES
 TOTAL TREES DISPLACED WITHIN NEW CONSTRUCTION IS 28 TREES

PHASE TWO
 THE REQUIRED TREES IS PER ACRE = 74 - 2" CALIPER TREES
 TOTAL NUMBER OF NEW TREES IS 74 TREES

REQUIRED DONATION TO THE TREE BANK IN THE FOLLOWING AMOUNT:
 TOTAL REQUESTED DONATION: 13 TREES @ \$75 / TREE = \$975.00

POOLER LANDSCAPE REQUIREMENTS:
 PHASE 2 SITE: 4 @ 2" CALIPER
 TREE COVERAGE REQUIREMENTS: 15 - 2" CALIPER TREES PER ACRE
 TOTAL TREES REQUIRED: 14 TREES (4 @ 2" IS = 7.5)

PROPOSED TREE LIST

LARGE SPECIES
 AMERICAN BEECH, AMERICAN ELM HYBRIDS, AMERICAN BIRCH, GREY & WHITE BSA, BALD PINE, CYPRESS, HALE, GRAY, HEDGECOCK, OAK, JUNIPER, MAGNOLIA, LIVE OAK, NORTHERN WHITE PINE, WHITE OAK, YELLOW CUP, SOUTHERN RED OAK, YELLOW LOCUST

MEDIUM SPECIES
 AMERICAN BIRCH, RED MAPLE, FLORIDA MAPLE, TRIDENT MAPLE, EASTERN RED CEDAR

SMALL SPECIES
 EASTERN REDBUD, BURNING BUSH, HYDRANGEA, YUCCA, YUCCA, SWEETBAY, MAGNOLIA, FRAXINO, etc.



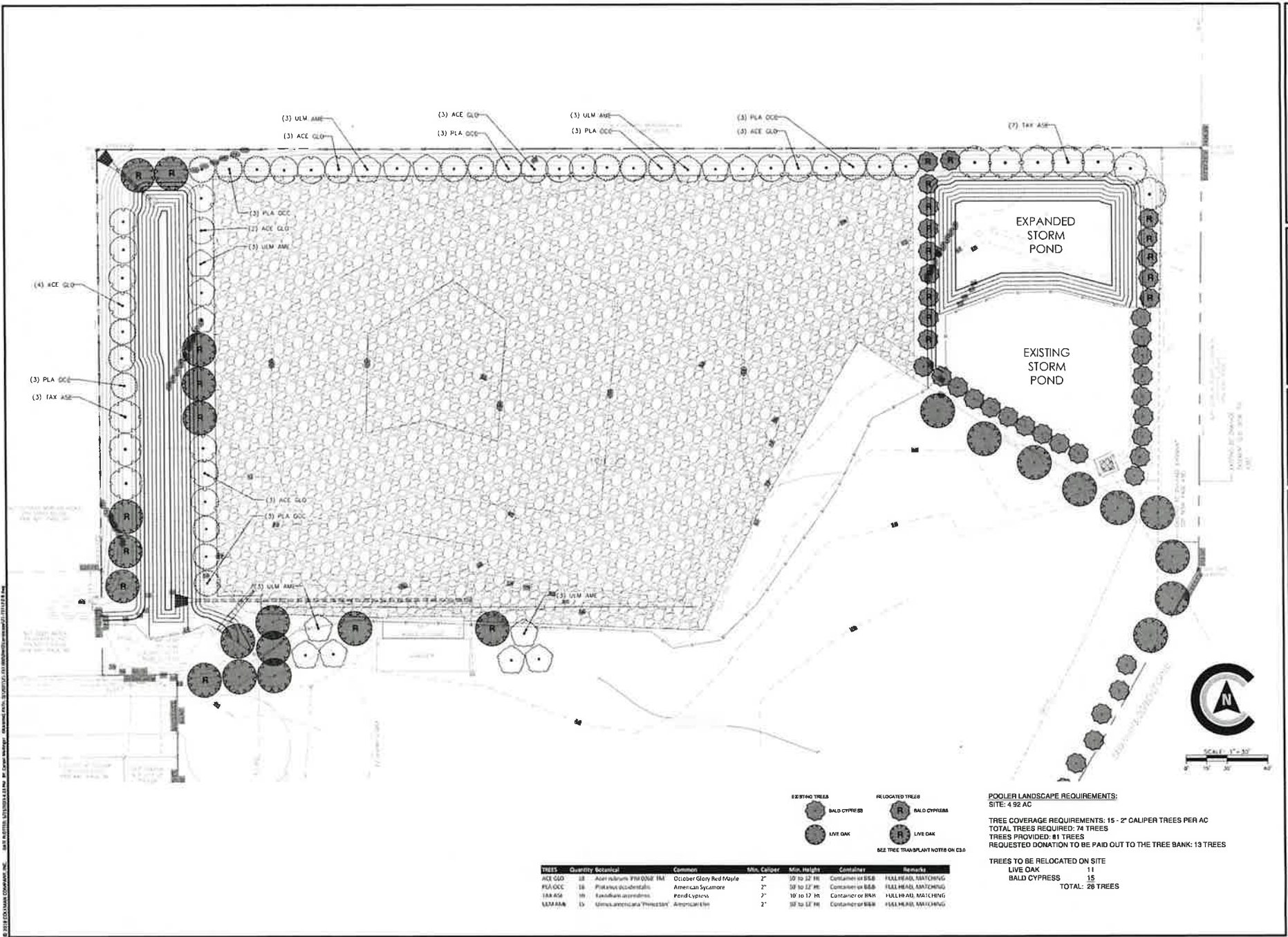
REVISIONS:

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LANDSCAPE PLAN
BARROW DRIVE TRAILER PARKING EXTENSION
 LOCATED IN POOLER, GEORGIA

JOB NUMBER: 21-737.000
 DATE: 05/22/2023
 DRAWN BY: JFG
 CHECKED BY: JMG
 SCALE: AS NOTED

EXISTING CONDITIONS
 SHEET:
L1.0



COLEMAN COMPANY
ENGINEERS • SURVEYORS
Member, Georgia Society of Professional Engineers

NOT FOR CONSTRUCTION

REVISIONS:

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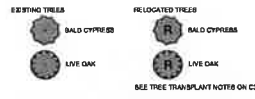
LANDSCAPE PLAN
BARROW DRIVE TRAILER PARKING EXTENSION
LOCATED IN POOLER, GEORGIA

| | |
|-------------|------------|
| JOB NUMBER: | 21-737.000 |
| DATE: | 05/22/2023 |
| DRAWN BY: | FCD |
| CHECKED BY: | JMG |
| SCALE: | AS NOTED |

LANDSCAPE PLAN

SHEET:

L2.0



| TREES | Quantity | Botanical | Common | Min. Caliper | Min. Height | Container | Remarks |
|---------|----------|--------------------------------|-------------------------|--------------|-------------|------------------|---------------------|
| ACE GLO | 18 | <i>Asplenium Platyneurum</i> | October Glory Red Maple | 2" | 30 to 32 FT | Container or B&B | FALL HEAD, MATCHING |
| PLA OCC | 18 | <i>Pinus strobus</i> | American Sycamore | 2" | 30 to 32 FT | Container or B&B | FALL HEAD, MATCHING |
| TAX ASE | 10 | <i>Liquidambar styraciflua</i> | Florida Cypress | 2" | 10 to 17 FT | Container or B&B | FALL HEAD, MATCHING |
| ULM AVE | 5 | <i>Ulmus americana</i> | American Elm | 2" | 30 to 32 FT | Container or B&B | FALL HEAD, MATCHING |

POOLER LANDSCAPE REQUIREMENTS:
SITE: 4.92 AC
TREE COVERAGE REQUIREMENTS: 15 - 2" CALIPER TREES PER AC
TOTAL TREES REQUIRED: 74 TREES
TREES PROVIDED: 81 TREES
REQUESTED DONATION TO BE PAID OUT TO THE TREE BANK: 13 TREES

| | |
|-------------------------------|----|
| TREES TO BE RELOCATED ON SITE | |
| LIVE OAK | 11 |
| BALD CYPRESS | 15 |
| TOTAL: 26 TREES | |

© 2023 COLEMAN COMPANY, INC. BARROW DRIVE TRAILER PARKING EXTENSION - POOLER, GEORGIA. SHEET L2.0 OF 2.0. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

Review Approval Letter



May 26th, 2023

Patrick J. Warner, P.E.
Coleman Company
1480 Chatham Pkwy, Suite 100
Savannah, GA 31405

Dear Mr. Warner,

I am pleased to provide you with a recommendation for Approval of the site development plans for Barrow Drive Trailer Parking Extension, which is provided below.

Site Plan Review

| | | |
|-----------------------------|---------------------------------------|-----------|
| <u>Submittal Documents:</u> | Site Development Plans (Revised)..... | May. 2023 |
| | Stormwater Management Report..... | Aug. 2022 |
| | Stormwater Maintenance Agreement..... | Aug. 2022 |
| | Wetland Determination..... | Aug. 2022 |
| | ES&PC Plan Approval (GSWCC)..... | Aug. 2022 |

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

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





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

1. All development trees approved & bonded by Phase 1, not being relocated, shall be brought into compliance before scheduling the pre-construction meeting for phase 2 development.
2. All development trees being relocated from Phase 1, and planted in the phase 2 development area shall be installed prior to the close-out of Phase 2 development.
3. The maintenance of the existing stormwater management facilities shall be completed, inspected, and approved by the City of Pooler prior to scheduling the Pre-Construction Meeting for Phase 2 development. The Maintenance shall include, but not be limited to, the mitigation of sedimentation in ponds, outlets, and stormwater conveyance features and complete stabilization of the Phase 1 site. If other stormwater maintenance issues are identified by the City of Pooler, these items shall also be mitigated prior to pre-construction meeting.
4. The parking surface/work yard associated with the Log Yard shall be brought into compliance through the provision of an acceptable gravel surface. The non-compliant parking surface/work yard associated with Phase 1 shall initiate the maintenance/compliance work within 6 months of the issuance of the Site Plan Approval Letter. The surfacing of the Phase 1 site, bringing it into compliance, shall be completed and found acceptable to the City of Pooler prior to close-out of the Phase 2 development.

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

Sincerely,

Trevor Shoemaker

Trevor Shoemaker

Project Manager

EOM

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



Site Map A



CITY OF POOLER
GEORGIA
A great place to Live, Work and Play

Project #220714 - Barrow Drive Trailer Parking Extension

06/07/2023

Parcels



Site Map B



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

**PLANNING AND ZONING DEPARTMENT
STAFF REPORT**

Tract W and Harmony Amenity – Site Development Plan

| | |
|---------------------------------|--|
| Project Number: | #230384 |
| P&Z Meeting Date: | June 12, 2023 |
| Council Meeting Date: | June 20, 2023 |
| Applicant and Authorized Agent: | Neil McKenzie |
| Location (Address): | Melody Drive / Crosscreek Drive |
| Parcel (PIN): | 51010 01046 |
| Acreage: | 19 total and disturbed |
| Zoning: | Jabot PUD |
| Staff Recommendation: | Approval w/ contingencies |
| P&Z Recommendation: | Agree w/ staff for Approval w/ contingencies as written |
| Site Plan Criteria: | <ol style="list-style-type: none">Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;Whether the site plan provides for adequate pedestrian and traffic access;Whether the site plan provides for adequate space for off-street parking and loading/unloading zones where applicable;Whether the site plan provides for the appropriate location, arrangement, size, and design of buildings, lighting, and signs, giving due consideration to the applicable zoning district(s);Whether the site plan is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties; |

6. Whether the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
7. Whether the proposed development site is adequately served by other public services to account for current or projected needs;
8. Whether the site plan provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
9. Whether the site plan provides adequate landscaping, including type and arrangement of trees, shrubs, and other landscaping, which may provide a visual or noise-detering buffer between adjacent properties; and,
10. Whether the site plan provides for improvements in accordance with all applicable federal, state, and local laws, including without limitation the Code of Ordinances for the City of Pooler.

Conclusion:

The submitted site plan addresses the site plan approval criteria per the following:

1. The site plan is consistent with the recommendations and policies of the 2040 Comprehensive Plan FLUM.
2. The site plan complies with the provisions of Sec. 5(E) of App. A, Art. III for access and circulation; Sec. 11 of App. A, Art. V related to traffic impacts; and Sec. 2 of App. A, Art. III for traffic access, as applicable.
3. The site plan complies with the provisions of Sec. 5(E) of App. A, Art. III for parking and loading standards, as applicable.
4. The site plan complies generally with the provisions of the Jabot PUD related to development standards for residential development, including setbacks and height, and Chapter 74, Art. VI for lighting, as applicable.
5. The site plan complies with the provisions of Sec. 27 of Art. III, App. A for buffer standards, as applicable.
6. The site plan complies with Sec. 606 of App. B, Art. VI; Chapter 74, Art. V; and Chapter 42, Art. V related to servicing of utilities and infrastructure, as applicable.
7. The site is adequately served by any other public services for current or projected needs, as applicable.

8. The site plan complies with the provisions of Sec. 27, Art. III, App. A related to buffer and screening standards, as applicable.
9. The site plan complies generally with the provisions of Chapter 42, Art. VI for tree and landscaping requirements, in general, and related buffers, with the exceptions noted in the contingencies, as applicable.
10. The site plan complies generally with the provisions of the City of Pooler Code of Ordinances, specifications, or standards, and all other applicable laws, with the exceptions noted in the contingencies.

As such, staff recommends **approval** of this site plan, *subject to the following contingencies:*

- As it pertains to the Tract W plans for clearing & grading and landscaping, one of the following shall be required:
 - Mitigation for the significant trees identified as being removed shall be provided in the form of payment into the City of Pooler Tree Fund prior to the issuance of the LDA permit; OR,
 - Mitigation for the significant trees identified as being removed shall be provided in the form of planting under the forthcoming development permit associated with Tract W. The required planting shall be subject to all of the applicable requirements outlined in the City's Ordinances and found as acceptable to the City Arborist and applicable City staff.

Attachments:

1. Application and Submittal Documentation
2. Review Approval Letter
3. Site Map A
4. Site Map B

Application and Submittal Documentation



Revision

230384

Project# 20-593.000

Site Plan Application (page 1 of 3)

3/2/23

Applicant COLEMAN COMPANY INC, NEIL P. MCKENZIE

Mailing address 1480 CHATHAM PARKWAY, SUITE 100

City SAVANNAH State GEORGIA Zip 31405

Telephone (912) 200-3041 Fax ()

Property Owner(s) HARMONY PARTNERS, LLC

Mailing address 2702 WHATLEY AVE., SUITE B-1

City SAVANNAH State GEORGIA Zip 31404

Telephone (912) 354-7995 Fax ()

Contact Person(s) COLE CHENOWITH

Mailing address 2702 WHATLEY AVE., SUITE B-1

City SAVANNAH State GEORGIA Zip 31404

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

Location address 0 CROSSCREEK Drive

Current Zoning PUD Parcel Identification Number 51010 01046

Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property: THE CLEARING AND GRADING ONLY OF TRACT W FOR THE USE OF SOIL STORAGE REMOVED FROM THE HARMONY AMENITY SITE (21-976.000).

|

SITE PLAN APPLICATION (page 2 OF 3)

Please list the name and address of all participating contractor below:
(Including surveyor, engineer, architect, installer, developer, etc.)

Name _____ License# _____

Mailing address _____

City _____ State _____ Zip _____

Telephone(____) _____ E-mail _____

Please list any previous zoning actions within the past three years. If possible, please include application number, date of application and action taken on all prior applications filed for the zoning action of the whole or part of the land proposed under this application.

| Allil,lication# | Date | Action Reg_usted | Action Taken |
|-----------------|------|------------------|--------------|
| | | | |
| | | | |
| | | | |

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).

Yes. I have made campaign contributions to one or more Pooler City Official(s).

| City Official | Title | Dollar Value | Description of aift |
|---------------|-------|--------------|---------------------|
| | | | |
| | | | |
| | | | |

If more space is needed for either contractors or campaign contributions, attach another copy of this form.

I attest that all the information provided is true to fact:

Please check if NRCS Approval is needed YES or EPD Approval YES and date submitted.

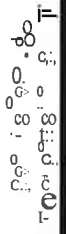


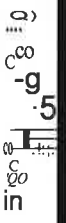
(Applicants Signature)

Please Note: If this information is left blank, the application will not be processed.

Date: 3 / 2 / 20 Attest: [Signature]
(Zoning Administrator or Agent thereof)

sent to PW

SITE PLAN APPLICATION (page 3 of 3)

| | |
|---|---|
|  | <p>All applications in which property being subdivided/developed that require an entrance onto a State or Federal Highway, a permit is required by the Georgia Department of Transportation. Applicants are required to submit a plat to GDOT for review. The application will not be considered by the Pooler Planning & Zoning Commission until GDOT has commented. If applicable, the comments must accompany the application.</p> |
|  | <p><u>Please check one:</u></p> <p><input type="checkbox"/> A copy of all existing deed restrictions or subdivision covenants applicable to this property are attached.</p> <p><input type="checkbox"/> There are no added restrictions or subdivision covenants on this property.</p> |
|  | <p><u>1.</u> I hereby certify that this proposed subdivision/site plan does not violate any covenants or deed restrictions currently in effect for the property being subdivided/developed.</p> <p><u>2.</u> I hereby certify that all taxes applicable to this property have been paid and that there are no delinquent taxes outstanding. (Attach a copy of receipt)</p> <p><u>3.</u> I hereby certify that I am the owner of the property being proposed for subdivision/development.</p> <p><u>4.</u> I hereby certify that all the information pertained in this application is true and correct.</p> <p>Signature of Owner _____ Date _____</p> |
|  | <p>Signature: _____ Date: _____</p> <p>_____</p> |



TRANSMITTAL

RECEIVED

MAR 02 2023

Date: 02/16/2023

To: Mr. Trevor Shoemaker, Project Manager
City of Pooler
100 SW Highway 80
Pooler, GA 31322

ZONING DEPARTMENT

From: Shanee' Ferguson [sferguson@cci-sav.com]
Coleman Company, Inc.
1480 Chatham Parkway, Suite 100
Savannah, GA 31405

CCI Project #: 20-593.000

Project Name: Tract W (Submitting as a revision to approved Harmony Amenity Plan; 21-976.000)

Project Location: 0 Crosscreek Drive, Pooler, GA

This Package includes:

- (1) Project Narrative and associated Exhibit
- (3) 24 x 36 Tract W Clearing & grading Plans
- (3) Revised Utility Sheets for Harmony Amenity
- (1) LDA Application and the associated Fee
- (1) Revisions to Approved Site Plan Fee
- (1) ES&PC Checklist
- (1) GSWCC Approval

Remarks:

Your time and effort are greatly appreciated. Should you have any questions or require additional information, please contact me @ 912-200-3041.

Thank you,
Shanee' C. Ferguson
Coleman Company. Inc.



PLAN REVIEW #: SA-255

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

1/11/2023 DATE ON PLANS Pooler LIA 1/13/2023 DATE RECEIVED

19.00 TOTAL PROJECT ACRES 19.00 TOTAL DISTURBED ACRES

Tract W Townhomes NAME OF PROJECT 0 Cross Creek Drive, Pooler, GA 31322 (Chatham Co.) ADDRESS (INCLUDING COUNTY)

Lat: 32.082 Long: -81.247 SPECIFIC INFORMATION ON PROJECT (GPS Location)

Neil P. McKenzie DESIGN PROFESSIONAL #44944 9/11/2025 LEVEL II CERTIFICATION/EXPIRATION DATE As, BP, CC, Ok, OJ, Mn, W SOIL SERIES

Cole Chenowith APPLICANT 2702 Whatley Ave, Suite B1, Savannah, GA 31404 ADDRESS 912-925-3440 PHONE NUMBER

REPORT OF TECHNICAL REVIEW

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

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

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

Technical review by: Abby Foster
Level II Certification #/Expiration Date: #87061 05/14/2024
Organization: GSWCC
Date: 01/31/23

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

DISTRICT SUPERVISOR DATE

Comments:

- 9 Provide a better delineation of the nature of construction activities and the nature of the existing conditions.
46 Provide St chart for St on site.

RECEIVED

MAR 02 2023

ZONING DEPARTMENT



City of Pooler
Attn.: Trevor Shoemaker, Project Manager
100 SW Highway 80
Pooler, Georgia, 31322

Re: Plan Revision Submittal to Harmony Amenity

Mr. Shoemaker,

Harmony Partners is proposing a revision to the Harmony Amenity project to include the clearing and grading of the Tract W Site, in addition to a few utility changes. Harmony Partners proposes removing dirt from the Harmony Amenity Site to be hauled to the Tract W site, as a storage place. The current Tract W site consists of an undeveloped wooded area. Additionally, the Utility sheet for Harmony Amenity, has been updated to show the public easement only up to the property line. Resulting in the 6" water line from the property line back being private, along with the hydrant. Furthermore, the 2" water meter, RPZ, and fire hydrant will remain as shown.

Included in this submittal are the (3) full sets of Tract W Clearing and Grading plans, (3) Revised utility sheets for Harmony Amenity, (1) LDA Application and the associated fee, (1) Fee for revisions to an approved site plan, (1) ESPC Checklist, and (1) GSWCC approval letter for Tract W. Should you have any questions or require additional information, please contact us.

Sincerely,

Neil McKenzie, PE

Coleman Company, Inc.

912-200-3041

APPROVED
HARMONY
AMENITY SITE

DIRT

DIRT

TRACT W
SITE

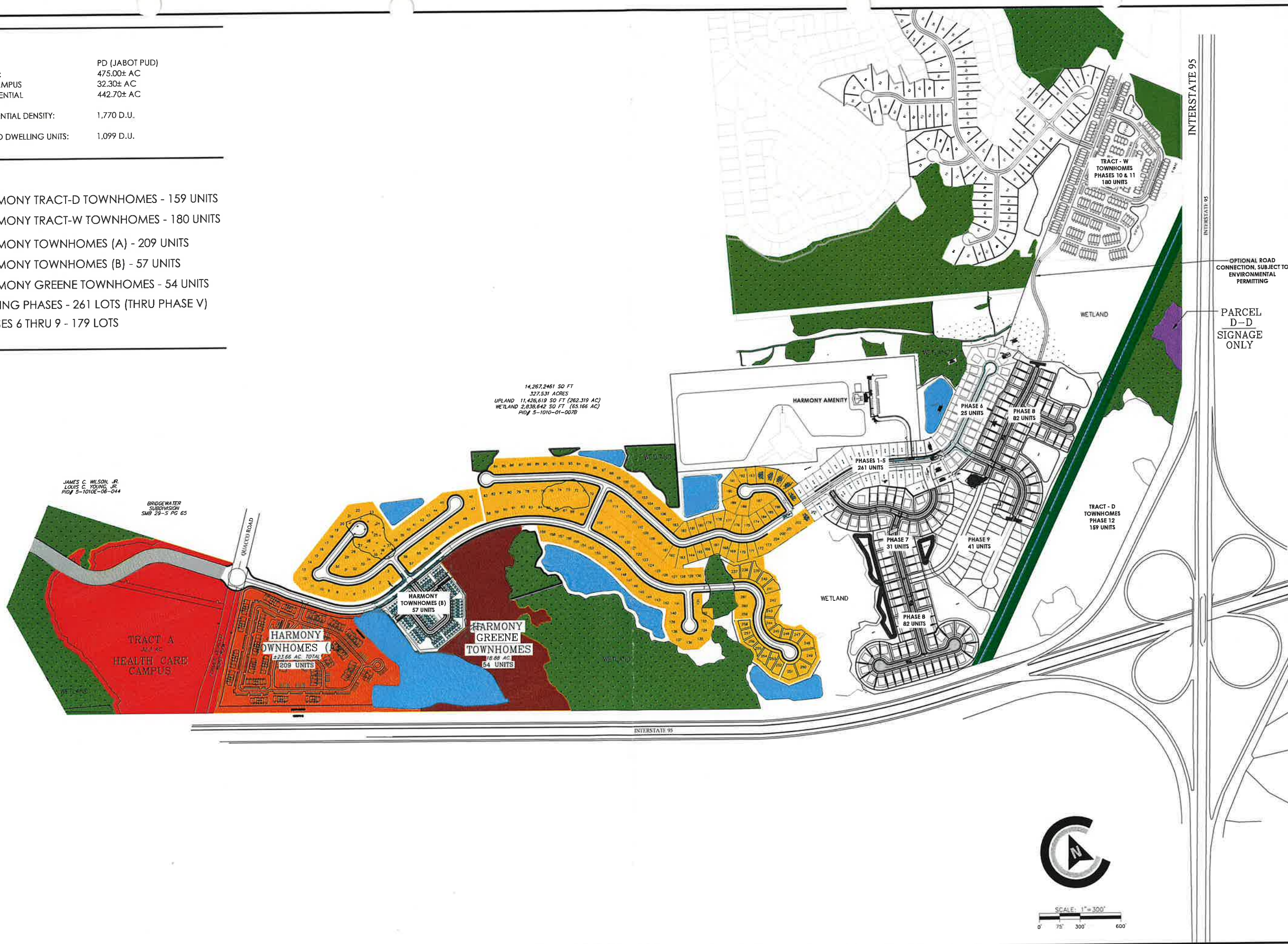
DEVELOPER OWNS BOTH PROPERTIES.
DEVELOPER WANTS TO PLACE THE
REMOVED DIRT FROM THE APPROVED SITE,
TO THE TRACT W LOCATION. TRACT W WILL
ONLY BE CLEARED AND GRADED FOR NOW.

SITE DATA

| | |
|--------------------------------|----------------|
| ZONING: | PD (JABOT PUD) |
| TOTAL ACREAGE: | 475.00± AC |
| HEALTH CARE CAMPUS | 32.30± AC |
| HARMONY RESIDENTIAL | 442.70± AC |
| ALLOWED RESIDENTIAL DENSITY: | 1,770 D.U. |
| TOTAL PROPOSED DWELLING UNITS: | 1,099 D.U. |

LOT DATA

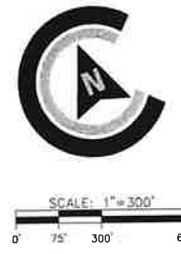
- HARMONY TRACT-D TOWNHOMES - 159 UNITS
- HARMONY TRACT-W TOWNHOMES - 180 UNITS
- HARMONY TOWNHOMES (A) - 209 UNITS
- HARMONY TOWNHOMES (B) - 57 UNITS
- HARMONY GREENE TOWNHOMES - 54 UNITS
- EXISTING PHASES - 261 LOTS (THRU PHASE V)
- PHASES 6 THRU 9 - 179 LOTS



JAMES C. WILSON, JR.
LOUIS C. YOUNG, JR.
FIG# 5-1010E-08-044

BRIDGEWATER
SUBDIVISION
SMB 29-5 PG 65

14,267,2461 SQ FT
327,531 ACRES
UPLAND 11,426,619 SQ FT (262.319 AC)
WETLAND 2,839,642 SQ FT (65.166 AC)
FIG# 5-1010-01-007B

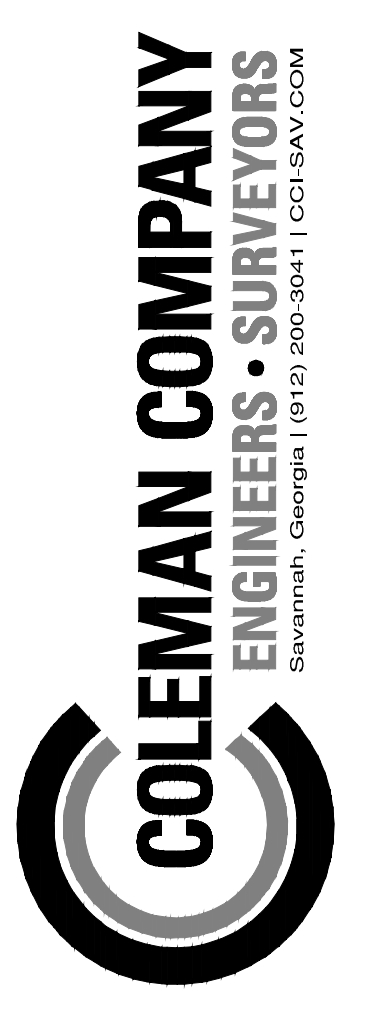


MASTER PLAN EXHIBIT
HARMONY SUBDIVISION
LOCATED IN: POOLER, GA
PREPARED FOR: HARMONY PARTNERS, LLC

JOB NUMBER: 19-679
DATE: 03.14.23
DRAWN BY: MLF
CHECKED BY: NPM
SCALE: AS NOTED

EROSION, SEDIMENT & POLLUTION CONTROL PLANS FOR TRACT W TOWNHOMES EARLY CLEARING & GRADING

PREPARED FOR HARMONY PARTNERS, LLC



RELEASED FOR CONSTRUCTION

REVISIONS:

| |
|-------------------------|
| 5.31.23: ADD TREE PROT. |
| |
| |
| |

ES&PC PLANS FOR TRACT W TOWNHOMES EARLY CLEARING & GRADING
 LOCATED IN POOLER, GEORGIA
 PREPARED FOR HARMONY PARTNERS, LLC

JOB NUMBER: 20-593.000
 DATE: 04/11/2023
 DRAWN BY: SCF
 CHECKED BY: NPM
 SCALE: AS NOTED

COVER SHEET

SHEET:
COV

DESIGN PROFESSIONAL'S CREDENTIALS:
 ENGINEER'S NAME (PRINTED): NEIL P. MCKENZIE, PE
 GEORGIA PE NUMBER: PE036652
 GSWCC LEVEL II CERTIFICATION NUMBER: 44944

© 2018 COLEMAN COMPANY, INC. DATE PLOTTED: 6/6/2023 4:15 PM BY: NEIL MCKENZIE DRAWING PATH: O:\2023\20-593.000\DWG\Civil\Tract W ES&PC Plans.dwg

VICINITY MAP (N.T.S.)

REVISIONS

PROJECT SITE DATA

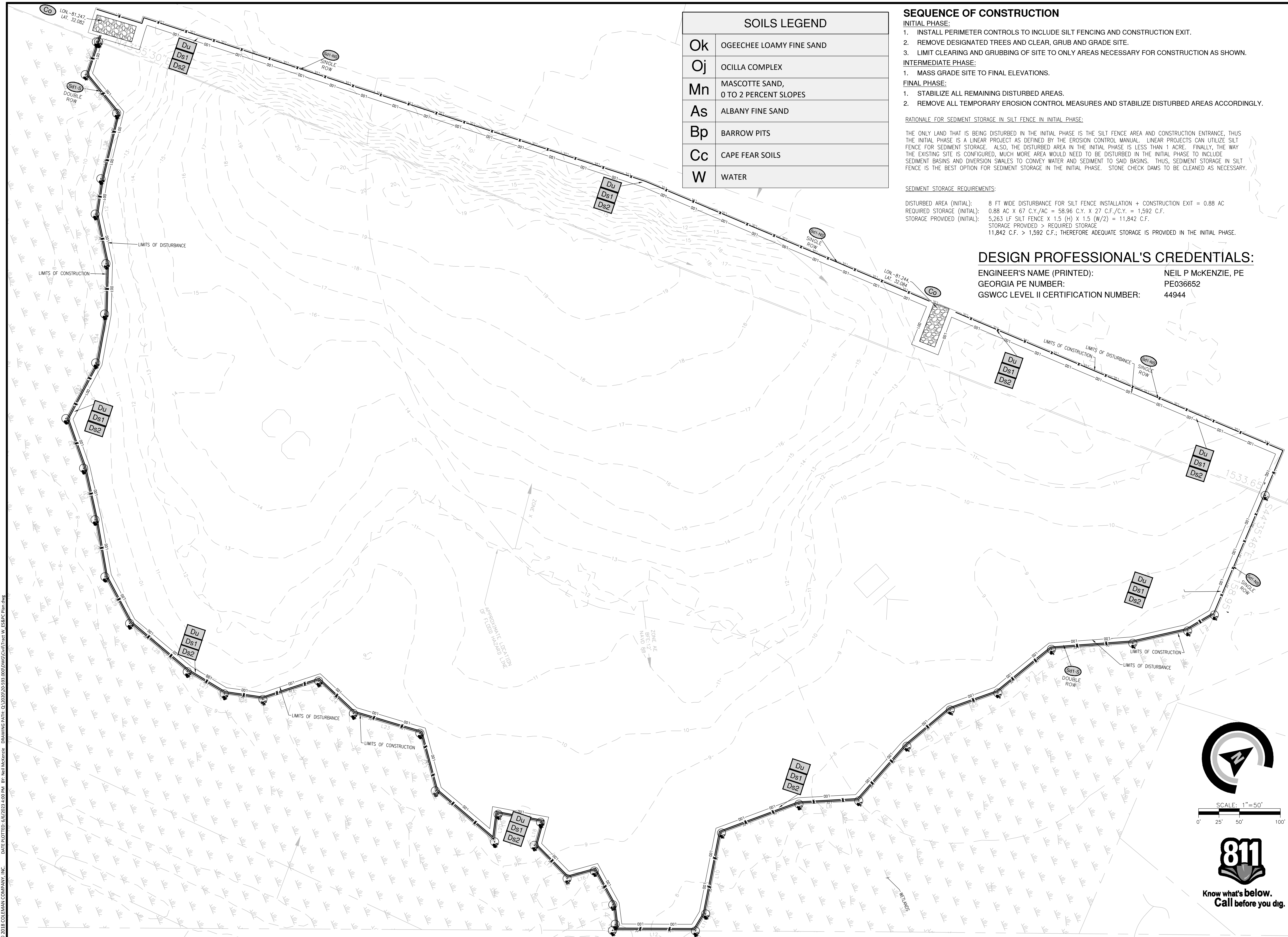
SHEET INDEX



| No. | Description |
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| | |
|-----------------------------|-----------------------------------|
| PROJECT ADDRESS: | 0 CROSSCREEK DRIVE |
| PROJECT CITY, STATE: | POOLER, GEORGIA |
| OWNER/REPRESENTATIVE: | HARMONY PARTNERS, LLC |
| PROPERTY AREA: | ±19.00 AC |
| DISTURBED AREA: | ±19.00 AC |
| ZONING: | PUD |
| VERTICAL DATUM: | NAVD 88 |
| HORIZONTAL DATUM: | NAD 83 |
| FLOOD ZONE: | AE,X |
| WATER & SEWER PROVIDER: | N/A |
| PINS: | 51010 01046 |
| SURVEY PREPARED BY: | COLEMAN COMPANY, INC. |
| GEOTECHNICAL BY: | ---- |
| ARCHITECT: | ---- |
| CONSTRUCTION EXIT LOCATION: | 32.080, -81.247 & 32.084, -81.244 |

| Sheet Number | Sheet Title |
|--------------|-------------------------|
| COV | COVER SHEET |
| CE1.0 | INITIAL ES&PC PLAN |
| CE2.0 | INTERM ES&PC PLAN |
| CE3.0 | FINAL ES&PC PLAN |
| CE4.0 | EROSION CONTROL DETAILS |
| CE4.1 | EROSION CONTROL DETAILS |
| CE5.0 | NPDES PERMIT NOTES |
| CE5.1 | NPDES PERMIT NOTES |



| SOILS LEGEND | |
|--------------|---|
| Ok | OGEECHEE LOAMY FINE SAND |
| Oj | OCILLA COMPLEX |
| Mn | MASCOTTE SAND, 0 TO 2 PERCENT SLOPES |
| As | ALBANY FINE SAND |
| Bp | BARROW PITS |
| Cc | CAPE FEAR SOILS |
| W | WATER |

SEQUENCE OF CONSTRUCTION

- INITIAL PHASE:**
1. INSTALL PERIMETER CONTROLS TO INCLUDE SILT FENCING AND CONSTRUCTION EXIT.
 2. REMOVE DESIGNATED TREES AND CLEAR, GRUB AND GRADE SITE.
 3. LIMIT CLEARING AND GRUBBING OF SITE TO ONLY AREAS NECESSARY FOR CONSTRUCTION AS SHOWN.
- INTERMEDIATE PHASE:**
1. MASS GRADE SITE TO FINAL ELEVATIONS.
- FINAL PHASE:**
1. STABILIZE ALL REMAINING DISTURBED AREAS.
 2. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND STABILIZE DISTURBED AREAS ACCORDINGLY.

RATIONALE FOR SEDIMENT STORAGE IN SILT FENCE IN INITIAL PHASE:

THE ONLY LAND THAT IS BEING DISTURBED IN THE INITIAL PHASE IS THE SILT FENCE AREA AND CONSTRUCTION ENTRANCE, THUS THE INITIAL PHASE IS A LINEAR PROJECT AS DEFINED BY THE EROSION CONTROL MANUAL. LINEAR PROJECTS CAN UTILIZE SILT FENCE FOR SEDIMENT STORAGE. ALSO, THE DISTURBED AREA IN THE INITIAL PHASE IS LESS THAN 1 ACRE. FINALLY, THE WAY THE EXISTING SITE IS CONFIGURED, MUCH MORE AREA WOULD NEED TO BE DISTURBED IN THE INITIAL PHASE TO INCLUDE SEDIMENT BASINS AND DIVERSION SWALES TO CONVEY WATER AND SEDIMENT TO SAID BASINS. THUS, SEDIMENT STORAGE IN SILT FENCE IS THE BEST OPTION FOR SEDIMENT STORAGE IN THE INITIAL PHASE. STONE CHECK DAMS TO BE CLEANED AS NECESSARY.

SEDIMENT STORAGE REQUIREMENTS:

DISTURBED AREA (INITIAL): 8 FT WIDE DISTURBANCE FOR SILT FENCE INSTALLATION + CONSTRUCTION EXIT = 0.88 AC
 REQUIRED STORAGE (INITIAL): 0.88 AC X 67 C.Y./AC = 58.96 C.Y. X 27 C.F./C.Y. = 1,592 C.F.
 STORAGE PROVIDED (INITIAL): 5,263 LF SILT FENCE X 1.5 (H) X 1.5 (W/2) = 11,842 C.F.
 STORAGE PROVIDED > REQUIRED STORAGE
 11,842 C.F. > 1,592 C.F.; THEREFORE ADEQUATE STORAGE IS PROVIDED IN THE INITIAL PHASE.

DESIGN PROFESSIONAL'S CREDENTIALS:

ENGINEER'S NAME (PRINTED): NEIL P MCKENZIE, PE
 GEORGIA PE NUMBER: PE036652
 GSWCC LEVEL II CERTIFICATION NUMBER: 44944

COLEMAN COMPANY
 ENGINEERS • SURVEYORS
 LICENSE # 10129, 800, 3041 | CCI.SAV.COM

RELEASED FOR CONSTRUCTION

REVISIONS:

| |
|-------------------------|
| 5.31.23: ADD TREE PROT. |
| |
| |
| |

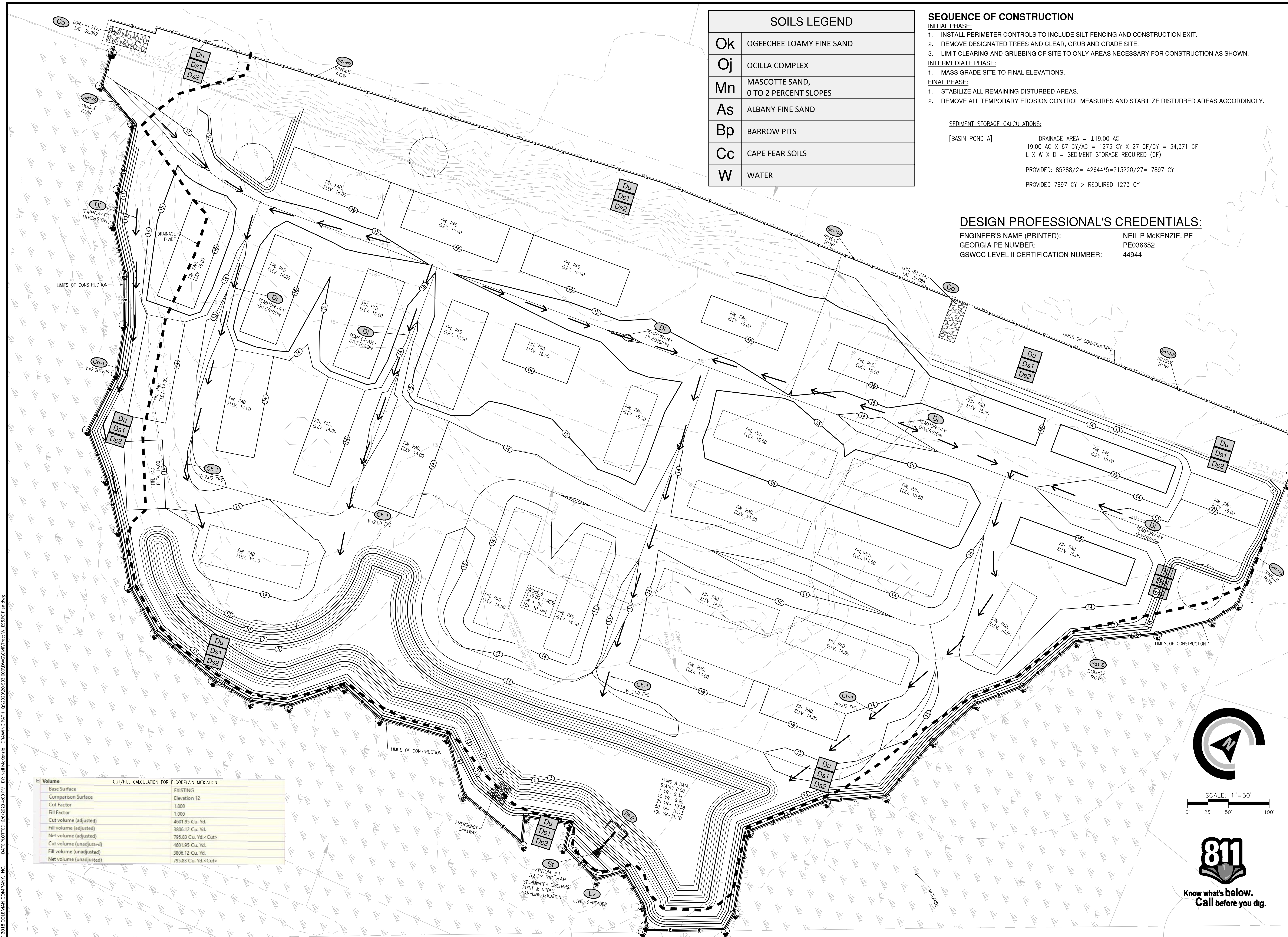
ES&PC CONTROL PLANS FOR
**TRACT W TOWNHOMES EARLY
 CLEARING & GRADING**
 LOCATED IN POOLER, GEORGIA
 PREPARED FOR HARMONY PARTNERS, LLC

JOB NUMBER: 20-593.000
 DATE: 04/11/2023
 DRAWN BY: SCF
 CHECKED BY: NPM
 SCALE: AS NOTED

INITIAL ES&PC PLAN

SHEET:
CE1.0

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| SOILS LEGEND | |
|--------------|---|
| Ok | OGEECHEE LOAMY FINE SAND |
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| Cc | CAPE FEAR SOILS |
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1. MASS GRADE SITE TO FINAL ELEVATIONS.

FINAL PHASE:

1. STABILIZE ALL REMAINING DISTURBED AREAS.
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SEDIMENT STORAGE CALCULATIONS:

[BASIN POND A]: DRAINAGE AREA = ±19.00 AC
 19.00 AC X 67 CF/AC = 1273 CY X 27 CF/CY = 34,371 CF
 L X W X D = SEDIMENT STORAGE REQUIRED (CF)
 PROVIDED: 85288/2= 42644*5=213220/27= 7897 CY
 PROVIDED 7897 CY > REQUIRED 1273 CY

DESIGN PROFESSIONAL'S CREDENTIALS:

ENGINEER'S NAME (PRINTED): NEIL P MCKENZIE, PE
 GEORGIA PE NUMBER: PE036652
 GSWCC LEVEL II CERTIFICATION NUMBER: 44944

| Volume | CUT/FILL CALCULATION FOR FLOODPLAIN MITIGATION |
|--------------------------|--|
| Base Surface | EXISTING |
| Comparison Surface | Elevation 12 |
| Cut Factor | 1.000 |
| Fill Factor | 1.000 |
| Cut volume (adjusted) | 4601.95 Cu. Yd. |
| Fill volume (adjusted) | 3806.12 Cu. Yd. |
| Net volume (adjusted) | 795.83 Cu. Yd. < Cut > |
| Cut volume (unadjusted) | 4601.95 Cu. Yd. |
| Fill volume (unadjusted) | 3806.12 Cu. Yd. |
| Net volume (unadjusted) | 795.83 Cu. Yd. < Cut > |

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COLEMAN COMPANY
 ENGINEERS • SURVEYORS
 Savannah, Georgia | (912) 900-3041 | CCI.SAV.GCOM

RELEASED FOR CONSTRUCTION

REVISIONS:

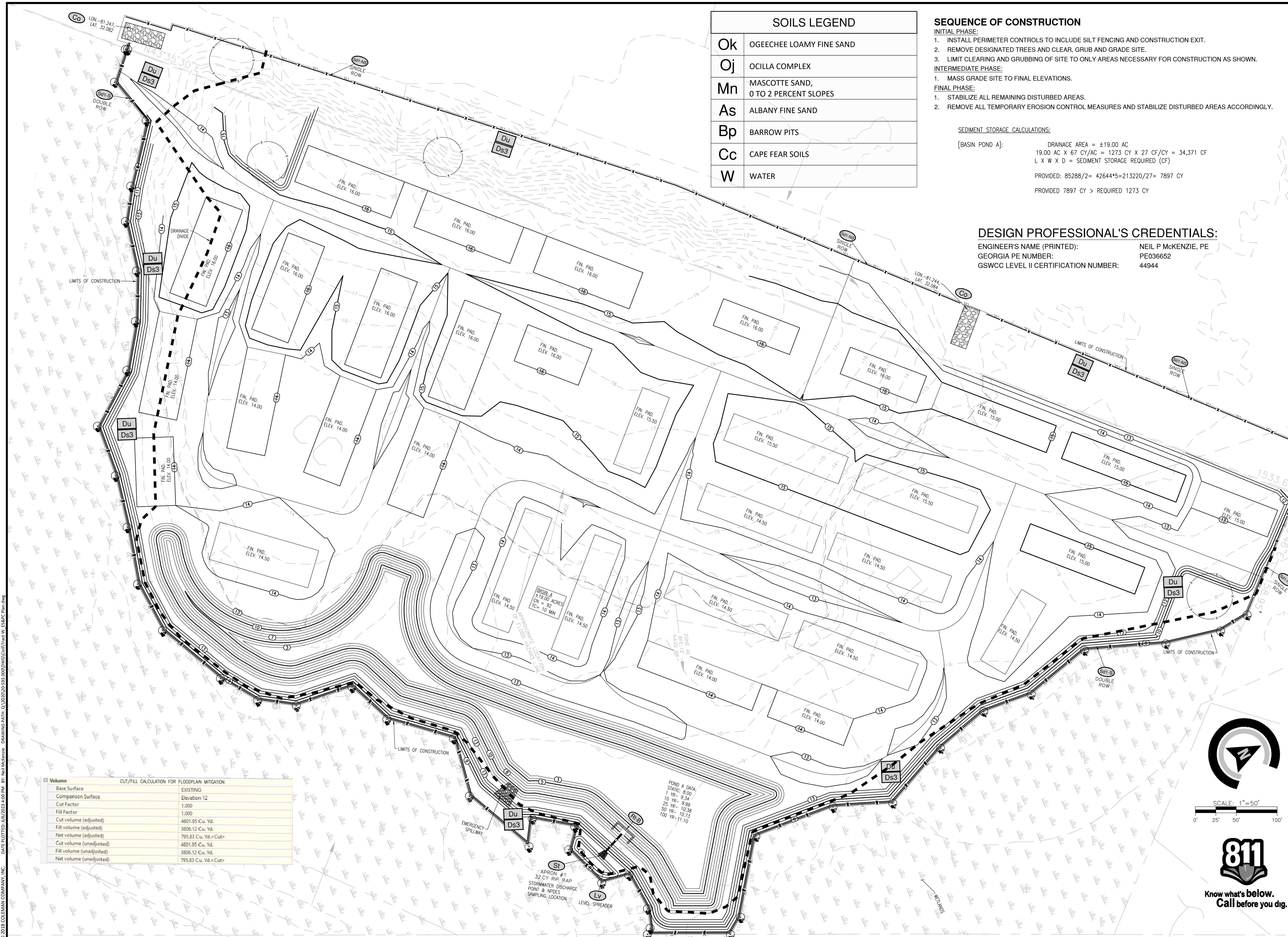
5.31.23: ADD TREE PROT.

ES&PC CONTROL PLANS FOR
**TRACT W TOWNHOMES EARLY
 CLEARING & GRADING**
 LOCATED IN POOLER, GEORGIA
 PREPARED FOR HARMONY PARTNERS, LLC

JOB NUMBER: 20-593.000
 DATE: 04/11/2023
 DRAWN BY: SCF
 CHECKED BY: NPM
 SCALE: AS NOTED

INTERM ES&PC PLAN

SHEET:
CE2.0



| SOILS LEGEND | |
|--------------|---|
| Ok | OGEECHEE LOAMY FINE SAND |
| Oj | OCILLA COMPLEX |
| Mn | MASCOTTE SAND, 0 TO 2 PERCENT SLOPES |
| As | ALBANY FINE SAND |
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 PROVIDED: 85288/2= 42644*5=213220/27= 7897 CY
 PROVIDED 7897 CY > REQUIRED 1273 CY

DESIGN PROFESSIONAL'S CREDENTIALS:

ENGINEER'S NAME (PRINTED): NEIL P MCKENZIE, PE
 GEORGIA PE NUMBER: PE036652
 GSWCC LEVEL II CERTIFICATION NUMBER: 44944

| CUT/FILL CALCULATION FOR FLOODPLAIN MITIGATION | |
|--|------------------------|
| Base Surface | EXISTING |
| Comparison Surface | Elevation 12 |
| Cut Factor | 1.000 |
| Fill Factor | 1.000 |
| Cut volume (adjusted) | 4601.95 Cu. Yd. |
| Fill volume (adjusted) | 3806.12 Cu. Yd. |
| Net volume (adjusted) | 795.83 Cu. Yd. < Cut > |
| Cut volume (unadjusted) | 4601.95 Cu. Yd. |
| Fill volume (unadjusted) | 3806.12 Cu. Yd. |
| Net volume (unadjusted) | 795.83 Cu. Yd. < Cut > |

POND A DATA:
 STATIC: 8.00
 1 YR- 9.34
 10 YR- 9.99
 25 YR- 10.38
 50 YR- 10.75
 100 YR- 11.10



SCALE: 1"=50'
 0' 25' 50' 100'



Know what's below.
 Call before you dig.

COLEMAN COMPANY
 ENGINEERS • SURVEYORS
 Savannah, Georgia | (912) 900-3041 | CCI.SAV.GA.COM

RELEASED FOR CONSTRUCTION

REVISIONS:

| |
|-------------------------|
| 5.31.23: ADD TREE PROT. |
| |
| |

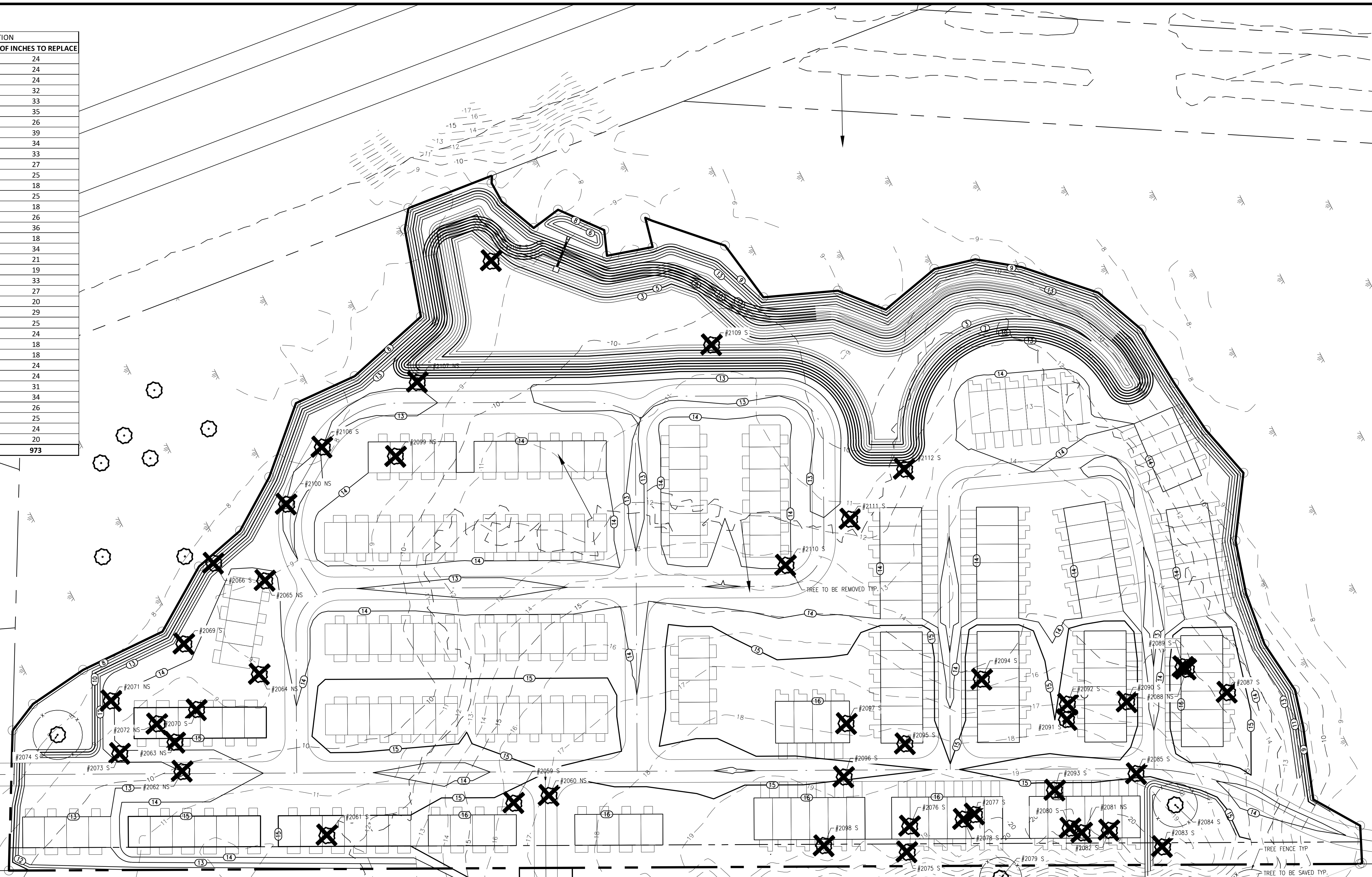
ES&PC CONTROL PLANS FOR
**TRACT W TOWNHOMES EARLY
 CLEARING & GRADING**
 LOCATED IN POOLER, GEORGIA
 PREPARED FOR HARMONY PARTNERS, LLC

JOB NUMBER: 20-593.000
 DATE: 04/11/2023
 DRAWN BY: SCF
 CHECKED BY: NPM
 SCALE: AS NOTED

FINAL ES&PC PLAN

SHEET:
CE3.0

| TREE # | DBH | TYPE | # OF INCHES TO REPLACE |
|-------------------------------|-----|-------------------|------------------------|
| 2112 | 24 | SWAMP WHITE OAK | 24 |
| 2111 | 24 | DARLINGTON OAK | 24 |
| 2110 | 24 | SOUTHERN MAGNOLIA | 24 |
| 2109 | 32 | LAUREL OAK | 32 |
| 2108 | 33 | SWAMP WHITE OAK | 33 |
| 2106 | 35 | LAUREL OAK | 35 |
| 2105 | 26 | BALD CYPRESS | 26 |
| 2104 | 39 | LAUREL OAK | 39 |
| 2103 | 34 | BALD CYPRESS | 34 |
| 2102 | 33 | BALD CYPRESS | 33 |
| 2101 | 27 | BALD CYPRESS | 27 |
| 2098 | 25 | LIVE OAK | 25 |
| 2097 | 18 | LIVE OAK | 18 |
| 2096 | 25 | LIVE OAK | 25 |
| 2095 | 18 | LIVE OAK | 18 |
| 2094 | 26 | SOUTHERN MAGNOLIA | 26 |
| 2093 | 36 | LIVE OAK | 36 |
| 2092 | 18 | LIVE OAK | 18 |
| 2091 | 34 | LIVE OAK | 34 |
| 2090 | 21 | LIVE OAK | 21 |
| 2089 | 19 | LIVE OAK | 19 |
| 2087 | 33 | LIVE OAK | 33 |
| 2085 | 27 | LIVE OAK | 27 |
| 2083 | 20 | LIVE OAK | 20 |
| 2082 | 29 | LIVE OAK | 29 |
| 2080 | 25 | LIVE OAK | 25 |
| 2078 | 24 | HICKORY | 24 |
| 2077 | 18 | LIVE OAK | 18 |
| 2076 | 18 | LIVE OAK | 18 |
| 2075 | 24 | LIVE OAK | 24 |
| 2073 | 24 | WATER OAK | 24 |
| 2070 | 31 | WILLOW OAK | 31 |
| 2069 | 34 | WILLOW OAK | 34 |
| 2067 | 26 | BALD CYPRESS | 26 |
| 2066 | 25 | RED MAPLE | 25 |
| 2061 | 24 | WILLOW OAK | 24 |
| 2059 | 20 | LIVE OAK | 20 |
| TOTAL # OF REPLACEMENT | | | 973 |



CITY OF POOLER LANDSCAPE REQUIREMENTS

TOTAL AREA: 19.0 AC
 TOTAL AREA OF DEVELOPMENT FOR TREE REPLACEMENT: 19.0 ACS
 TREE REPLACEMENT REQUIREMENT: (15) TREES PER ACRE = 15 x 19.0 = 285 TREES REQUIRED
 TREES PROVIDED: TBD

SIGNIFICANT TREES TO BE REMOVED
 MINIMUM 6" CAL. TREES USED FOR MITIGATION
 973" CAL. TREES / 6" CAL. REPLACEMENT TREE MIN. = 162 TREES

TOTAL TREES REQUIRED
 (285) TREES REQUIRED FOR SITE + (162) MITIGATION TREES = 447 TOTAL TREES

PLANTED TREES PROPOSED
 TBD - 2" CAL. (MIN.) PREFERRED TREES
 TBD - 6" CAL. (MIN.) PREFERRED MITIGATION TREES
 TBD - PROPOSED TREES < (149) TREES REQUIRED
 6" CAL. MIN. TREES MUST BE PLANTED BEFORE 2" CAL. MIN. TREES ON SITE

REQUEST A PAYMENT TO THE CITY OF POOLER TREE BANK IN THE AMOUNT OF:
 TBD - 6" CAL. MITIGATION TREES @ \$2000 / TREE = TBD
 TBD - 2" CAL. TREES @ \$475 / TREE = TBD
 TOTAL TREE FUND AMOUNT REQUESTED = TBD

PLANTED TREES SHALL BE "HARDWOOD TREES NO LESS THAN TWO-INCH DBH AND A MINIMUM HEIGHT REQUIREMENT OF EIGHT FEET. THE TREES TO BE PLANTED MUST BE PREFERRED HARDWOODS THAT CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK. PLANTED OR RELOCATED TREES SHOULD BE APPROPRIATELY PLACED SO AS TO ENHANCE THE OVERALL LANDSCAPING OF THE SITE. ALL TREES PLANTED OR RELOCATED ON THE SITE MUST BE PROTECTED AND NURTURED UNTIL FINAL INSPECTION AND APPROVAL OF IMPROVEMENTS BY THE CITY BUILDING OFFICIAL." POOLER, GEORGIA, CODE OF ORDINANCES >> PART II - CODE OF ORDINANCES >> CHAPTER 42 - ENVIRONMENT >> ARTICLE VI. TREE PROTECTION >> SEC. 42-199. REPLACEMENT.

PREFERRED TREE LIST
 FOR MULTI-FAMILY, COMMERCIAL AND INDUSTRIAL REQUIREMENT:
 A RESIDENTIAL LOT SHALL HAVE A MINIMUM OF THREE PREFERRED TREES, OF WHICH ONE SHALL BE LOCATED IN THE FRONT OF THE RESIDENCE OR BUSINESS AND SELECTED FROM THE LARGE OR MEDIUM TREE SPECIES FROM THE PREFERRED LIST.

LARGE SPECIES: AMERICAN BEECH, AMERICAN ELM HYBRIDS, AMERICAN SYCAMORE, GREEN ASH, WHITE ASH, BALD CYPRESS, POND CYPRESS, GINKGO (MALE), HICKORY SPECIES, SOUTHERN MAGNOLIA, LIVE OAK, NUTTALL OAK, OVERCUP OAK, SHUMARD OAK, WHITE OAK, WILLOW OAK, SOUTHERN RED OAK, AND YELLOW POPLAR.

MEDIUM SPECIES: AMERICAN HOLLY, RED MAPLE, FLORIDA MAPLE, TRIDENT MAPLE, EASTERN RED CEDAR

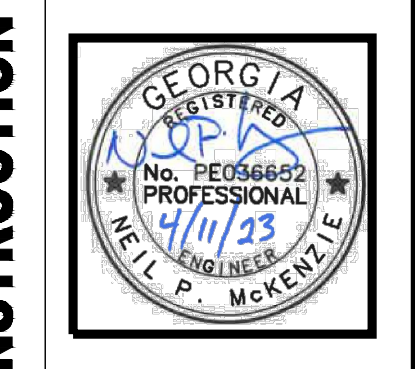
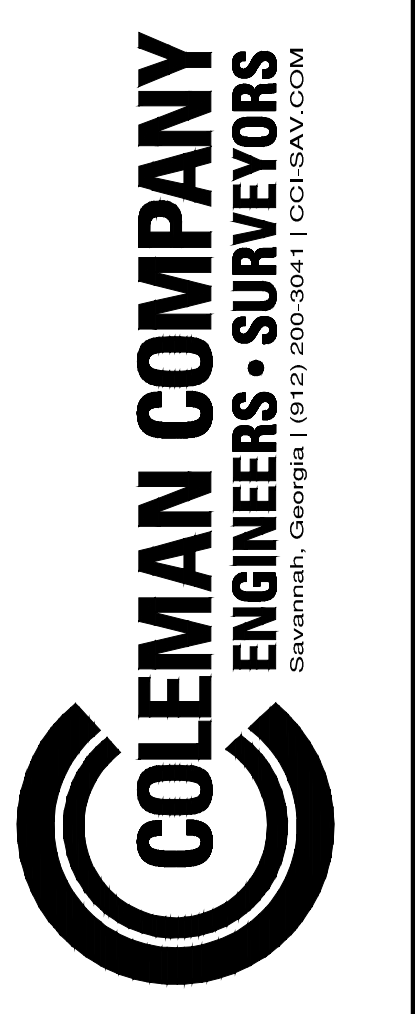
SMALL SPECIES: EASTERN REDBUD, ATTENUATA HYBRIDS HOLLY, YAUPON HOLLY, SWEETBAY, MAGNOLIA, FRINGE TREE

NO MORE THAN 30% OF SMALL SPECIES CAN BE USED FOR TREE REPLACEMENT. MINIMUM 500 SF OF PLANTING AREA PER TREE

- NO MORE THAN 30% OF REPLACEMENT TREES SHALL BE ONE SPECIES
- IRRIGATION AND MAINTENANCE NOTES**
- ADEQUATE WATER SOURCES FOR PROPOSED LANDSCAPING SHALL BE PROVIDED FOR AT LEAST ONE YEAR.
 - ANY TREE REQUIRED TO MEET MINIMUM TREE COVERAGE REQUIREMENTS THAT IS LOST AFTER 12 MONTHS OF FINAL APPROVAL BY THE CITY BUILDING OFFICIAL SHALL BE REPLACED WITH A TWO AND ONE-HALF-INCH DBH TREE OF THE SAME TYPE.
- SITE FOLLOWS LANDSCAPING GUIDELINE OF TANGER OUTLETS**
- PLANTS SELECTED FROM THE OUTPARCEL DESIGN CONTROL GUIDELINES MASTER PLANT LIST FOR THE OUTLET MALL OF POOLER, GEORGIA
 - ALSO FOLLOWS THE TANGER OUTLETS SAVANNAH OUTPARCELS REGULATION MANUAL.
 - ACCOMMODATES THE CAMBRIA HOTEL REGULATIONS ALONG THE WAY.



SCALE: 1"=50'



NOT FOR CONSTRUCTION

REVISIONS:

| | |
|--|--|
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| | |

LANDSCAPE PLAN FOR
TRACT W
 LOCATED IN POOLER, GEORGIA
 PREPARED FOR HARMONY PARTNERS, LLC.

JOB NUMBER: 20-593
 DATE: 05/12/23
 DRAWN BY: MRC
 CHECKED BY: JMG
 SCALE: AS NOTED

TREE PROTECTION PLAN

SHEET:
L1.0

Ossabaw Consulting, LLC

P.O. Box 30012 • Savannah, GA 31410 • ossabawconsulting@gmail.com • (912) 658 8833

Arborist Site Report

Coleman Company, Inc.
1480 Chatham Parkway, Suite 100
Savannah, GA 31405

March 21, 2023

Location:

Proposed Tract W – Cross Creek Drive
Pooler, GA

General Information:

Documented trees were assessed to determine if they are healthy, per City of Pooler code for "significant tree". The trees were assessed during March of 2023 at a Level 2 Assessment, as defined by the International Society of Arboriculture (ISA). The inspecting arborist is under contract with the City of Pooler and this report will be the official opinion of the City of Pooler Arborist.

Detailed Findings and Recommendations*:

The following trees were identified by the inspecting arborist have structural or health related issues that would impact their potential to be a "significant tree", per City of Pooler code, and the supporting information is provided.

| Tag Number | DBH | Common Name | Scientific Name | Tree Comments |
|------------|-----|------------------|---------------------------|--|
| 2107 | 33 | Laurel oak | <i>Quercus laurifolia</i> | This tree has a decay seam. |
| 2100 | 36 | Willow oak | <i>Quercus phellos</i> | This tree is decayed. |
| 2099 | 26 | Willow oak | <i>Quercus phellos</i> | This tree is decayed. |
| 2088 | 32 | Southern red oak | <i>Quercus falcata</i> | This tree is decayed. |
| 2081 | 26 | Water oak | <i>Quercus nigra</i> | This tree is leaning. |
| 2072 | 29 | Water oak | <i>Quercus nigra</i> | This tree has poor growth development. |

| | | | | |
|------|----|------------------|------------------------|--|
| 2071 | 29 | Red maple | <i>Acer rubrum</i> | This tree is decayed and has a broken top. |
| 2068 | 28 | Blackgum | <i>Nyssa sylvatica</i> | This tree has massive decay. |
| 2065 | 33 | Water oak | <i>Quercus nigra</i> | This tree is decayed. |
| 2064 | 37 | Water oak | <i>Quercus nigra</i> | This tree is decayed. |
| 2063 | 29 | Water oak | <i>Quercus nigra</i> | This tree is decayed and has prominent lean. |
| 2062 | 28 | Water oak | <i>Quercus nigra</i> | This tree is decayed. |
| 2060 | 28 | Southern red oak | <i>Quercus falcata</i> | This tree has included bark and decay. |

In the opinion of the inspecting arborist, the following trees would have the potential to be a "significant tree", per City of Pooler code.

| Tag Number | DBH | Common Name | Scientific Name |
|------------|-----|-------------------|------------------------------|
| 2112 | 24 | Swamp white oak | <i>Quercus bicolor</i> |
| 2111 | 24 | Darlington oak | <i>Quercus hemisphaerica</i> |
| 2110 | 24 | Southern magnolia | <i>Magnolia grandiflora</i> |
| 2109 | 32 | Laurel oak | <i>Quercus laurifolia</i> |
| 2108 | 33 | Swamp white oak | <i>Quercus bicolor</i> |
| 2106 | 35 | Laurel oak | <i>Quercus laurifolia</i> |
| 2105 | 26 | Baldcypress | <i>Taxodium distichum</i> |
| 2104 | 39 | Laurel oak | <i>Quercus laurifolia</i> |
| 2103 | 34 | Baldcypress | <i>Taxodium distichum</i> |
| 2102 | 33 | Baldcypress | <i>Taxodium distichum</i> |
| 2101 | 27 | Baldcypress | <i>Taxodium distichum</i> |
| 2098 | 25 | Live oak | <i>Quercus virginiana</i> |
| 2097 | 18 | Live oak | <i>Quercus virginiana</i> |
| 2096 | 25 | Live oak | <i>Quercus virginiana</i> |
| 2095 | 18 | Live oak | <i>Quercus virginiana</i> |
| 2094 | 26 | Southern magnolia | <i>Magnolia grandiflora</i> |
| 2093 | 36 | Live oak | <i>Quercus virginiana</i> |
| 2092 | 18 | Live oak | <i>Quercus virginiana</i> |

| | | | |
|------|----|----------------|---------------------------|
| 2091 | 34 | Live oak | <i>Quercus virginiana</i> |
| 2090 | 21 | Live oak | <i>Quercus virginiana</i> |
| 2089 | 19 | Live oak | <i>Quercus virginiana</i> |
| 2087 | 33 | Live oak | <i>Quercus virginiana</i> |
| 2086 | 27 | Pecan | <i>Carpa illinoensis</i> |
| 2085 | 27 | Live oak | <i>Quercus virginiana</i> |
| 2084 | 25 | Live oak | <i>Quercus virginiana</i> |
| 2083 | 20 | Live oak | <i>Quercus virginiana</i> |
| 2082 | 29 | Live oak | <i>Quercus virginiana</i> |
| 2080 | 25 | Live oak | <i>Quercus virginiana</i> |
| 2079 | 24 | Live oak | <i>Quercus virginiana</i> |
| 2078 | 24 | Hickory | <i>Carpa species</i> |
| 2077 | 18 | Live oak | <i>Quercus virginiana</i> |
| 2076 | 18 | Live oak | <i>Quercus virginiana</i> |
| 2075 | 24 | Live oak | <i>Quercus virginiana</i> |
| 2074 | 28 | Cherrybark Oak | <i>Quercus pagoda</i> |
| 2073 | 24 | Water oak | <i>Quercus nigra</i> |
| 2070 | 31 | Willow oak | <i>Quercus phellos</i> |
| 2069 | 34 | Willow oak | <i>Quercus phellos</i> |
| 2067 | 26 | Baldcypress | <i>Taxodium distichum</i> |
| 2066 | 25 | Red maple | <i>Acer rubrum</i> |
| 2061 | 24 | Willow oak | <i>Quercus phellos</i> |
| 2059 | 20 | Live oak | <i>Quercus virginiana</i> |

It is recommended that if any trees remain on site, that they have a tree protection zone to the drip line or at least 1.25ft in radii around the tree for every diameter inch of the trunk, if possible. Tree protection zones must meet City of Pooler Code. Mulch should be added within the tree protection zone and should be shredded hardwood and not exceed 4 inches in depth; if possible, irrigation should also be installed within the tree protection zone. Trees should be fertilized twice annually for three years to lessen the stress effects of the construction and trees should also be treated to prevent the infestation of wood boring insects.

It is also recommended that all trees that remain on site should be pruned to eliminate any hazardous limbs and improve overall safety. Pruning should be conducted under the supervision of an ISA Certified Arborist and should adhere to the most recent ANSI A300 standards and ISA Best Management Practices for tree pruning. It is also recommended that no cutting or pruning of tree roots be conducted, however if there is a need for such a practice, an ISA Certified Arborist should direct and supervise the cutting or pruning. In addition to the pruning, all trees that remain on site should be inspected annually by an ISA Certified Arborist.

Inspector's information:

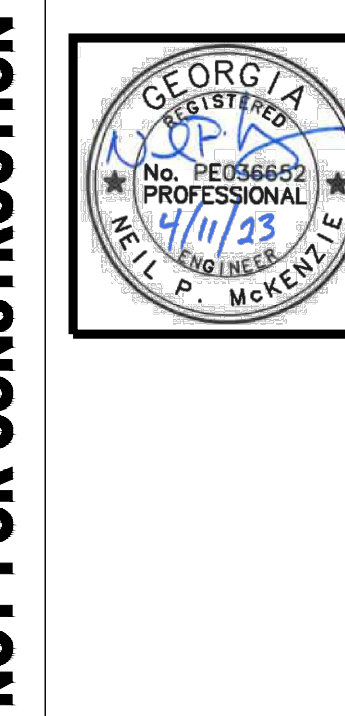
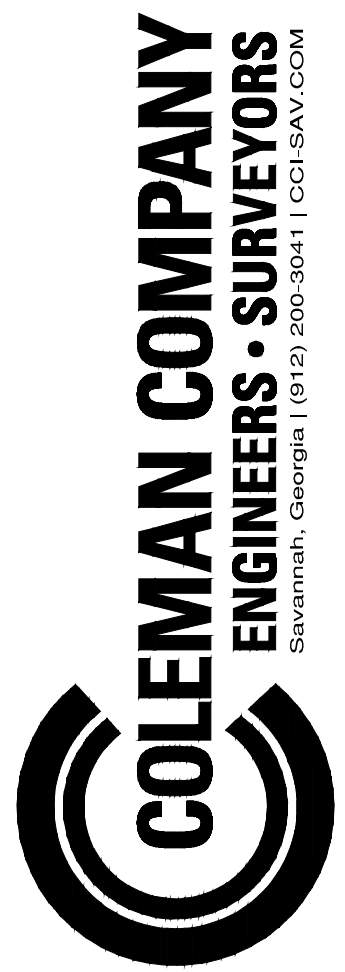
Michael W. Pavlis, BS, MS
ISA Certified Arborist, SO-5588A
ISA Tree Risk Qualification

Thank you for your consideration,



Michael W. Pavlis
Ossabaw Consulting, LLC

*Trees are a living organism and are undergoing constant change. Recommendations are based on current and ideal conditions. Conditions may change as time progresses. While we strive for complete diagnosis there some defects that are not visible and failure of in or of a tree may occur, unless otherwise stated by Ossabaw Consulting, LLC.



NOT FOR CONSTRUCTION

| REVISIONS: |
|------------|
| |
| |
| |
| |

LANDSCAPE PLAN FOR
TRACT W
LOCATED IN POOLER, GEORGIA
PREPARED FOR HARMONY PARTNERS, LLC.

| | |
|-------------|----------|
| JOB NUMBER: | 20-593 |
| DATE: | 05/12/23 |
| DRAWN BY: | MRC |
| CHECKED BY: | JMG |
| SCALE: | AS NOTED |

EXISTING
CONDITIONS

SHEET:
L1.1

Review Approval Letter



June 7th, 2023

Neil P. McKenzie, P.E.
Coleman Company
1480 Chatham Parkway, Suite 100
Savannah, GA 31405

Dear Mr. McKenzie,

I am pleased to provide you with a recommendation for Conditional Approval of the site development plans for Tract W – Harmony Amenity (Revised Plan), which is provided below.

Site Plan Review

| | | |
|-----------------------------|---|------------------|
| <u>Submittal Documents:</u> | Site Plan – Tract W (C&G Plan)..... | <i>Jun. 2023</i> |
| | Tree Survey Report..... | <i>Apr. 2023</i> |
| | Site Plan – Harmony Amenity (Revised Plan)..... | <i>Mar. 2023</i> |
| | Stormwater Management Plan..... | <i>Apr. 2023</i> |
| | GSWCC Approval (Tract W)..... | <i>Mar. 2023</i> |
| | Project Narrative..... | <i>Mar. 2023</i> |

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

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





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

1. As it pertains to the Tract W plans for clearing & grading and landscaping, one of the following shall be required:
 - a. Mitigation for the significant trees identified as being removed shall be provided in the form of payment into the City of Pooler tree fund prior to the issuance of the LDA Permit. OR
 - b. Mitigation for the significant trees identified as being removed shall be provided in the form of planting under the forthcoming development permit associated with this tract of land. The required planting shall be subject to the all of the applicable requirements outlined in the City's Ordinance and found as acceptable to the City Arborist and applicable City Staff.

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

Sincerely,

Trevor Shoemaker

Trevor Shoemaker
Project Manager
EOM

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



Site Map A



CITY OF POOLER
GEORGIA
A great place to Live, Work and Play

Project # 230384 - Tract W / Harmony Amenity

06/08/2023

Site Map B



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

**PLANNING AND ZONING DEPARTMENT
STAFF REPORT**

2101 Travis Field Rd (Dean Forest Truck Yard) – Site Development Plan

| | |
|---------------------------------|--|
| Project Number: | #230243 |
| P&Z Meeting Date: | June 12, 2023 |
| Council Meeting Date: | June 20, 2023 |
| Applicant and Authorized Agent: | Marc Liverman |
| Location (Address): | 2101 Travis Field Rd |
| Parcel (PIN): | 50986 01003 |
| Acreage: | 14.62 total – 14.3 disturbed |
| Zoning: | I-1, Light Industrial |
| Staff Recommendation: | Approval |
| P&Z Recommendation: | Agree w/ staff for Approval |
| Site Plan Criteria: | <ol style="list-style-type: none">Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;Whether the site plan provides for adequate pedestrian and traffic access;Whether the site plan provides for adequate space for off-street parking and loading/unloading zones where applicable;Whether the site plan provides for the appropriate location, arrangement, size, and design of buildings, lighting, and signs, giving due consideration to the applicable zoning district(s);Whether the site plan is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties; |

6. Whether the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
7. Whether the proposed development site is adequately served by other public services to account for current or projected needs;
8. Whether the site plan provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
9. Whether the site plan provides adequate landscaping, including type and arrangement of trees, shrubs, and other landscaping, which may provide a visual or noise-detering buffer between adjacent properties; and,
10. Whether the site plan provides for improvements in accordance with all applicable federal, state, and local laws, including without limitation the Code of Ordinances for the City of Pooler.

Conclusion:

The submitted site plan addresses the site plan approval criteria per the following:

1. The site plan is consistent with the recommendations and policies of the 2040 Comprehensive Plan FLUM.
2. The site plan complies with the provisions of Sec. 5(E) of App. A, Art. III for access and circulation; Sec. 11 of App. A, Art. V related to traffic impacts; and Sec. 2 of App. A, Art. III for traffic access.
3. The site plan complies with the provisions of Sec. 5(E) of App. A, Art. III for parking and loading standards.
4. The site plan complies with the provisions Sec. 6 of App. A, Art. III, and Art. IV, App. A related to development standards for industrial development, including setbacks and height and Chapter 74, Art. VI for lighting, as well as the provisions of Sec. 30 of App. A, Art. III related to trailer parking yards.
5. The site plan complies with the provisions of Sec. 27 of Art. III, App. A for buffer standards.
6. The site plan complies with Sec. 606 of App. B, Art. VI; Chapter 74, Art. V; and Chapter 42, Art. V related to servicing of utilities and infrastructure.
7. The site is adequately served by any other public services for current or projected needs.

8. The site plan complies with the provisions of Sec. 27, Art. III, App. A related to buffer and screening standards.
9. The site plan complies with the provisions of Chapter 42, Art. VI for tree and landscaping requirements, in general, and related buffers.
10. The site plan complies with the provisions of the City of Pooler Code of Ordinances, specifications, or standards, and all other applicable laws.

As such, staff recommends **approval** of this site plan.

Attachments:

1. Application and Submittal Documentation
2. Review Approval Letter
3. Site Map A
4. Site Map B

Application and Submittal Documentation



RECEIVED

FEB 13 2023

ZONING DEPARTMENT

Project # 230243

Site Plan Application (page 1 of 3)

Applicant Marc Liverman, P.E.

Mailing address 7414 Hodgson Memorial Dr. Suite 2B

City Savannah State GA Zip 31406

Telephone (912) 236-3471 Fax () N/A

Property Owner(s) 2101 Travis Partners, LLC (Jon Cordingley)

Mailing address 414 S. 16th St. Suite 100

City Philadelphia State PA Zip 19146

Telephone (281) 989-6266 Fax () N/A

Contact Person(s) Marc Liverman and Jon Cordingley

Mailing address (same as above)

City _____ State _____ Zip _____

Telephone () _____ Fax () _____ E-mail _____

Location address 2101 Travis Field Road (Dean Forrest), Savannah, GA 31408

Current Zoning I-1 - Light Industrial Parcel Identification Number 50986 01003

Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property: The project will focus on the improvements to an existing gravel truck yard by adding pavement and constructing stormwater management facilities to current City of Pooler standards defined in Ordinance No 02022-10.A.

SITE PLAN APPLICATION (page 2 of 3)

| Participating Contractors | <p>Please list the name and address of all participating contractor below: (Including surveyor, engineer, architect, installer, developer, etc.)</p> <p>Name (see attached) _____ License # _____</p> <p>Mailing address _____</p> <p>City _____ State _____ Zip _____</p> <p>Telephone () _____ E-mail _____</p> | | | | | | | | | | | | | | | | |
|--|--|------------------|---------------------|------------------|---------------------|-----|--|--|--|--|--|--|--|--|--|--|--|
| Previous Zoning Actions | <p>Please list any previous zoning actions within the past three years. If possible, please include application number, date of application and action taken on all prior applications filed for the zoning action of the whole or part of the land proposed under this application.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Application#</th> <th style="width: 20%;">Date</th> <th style="width: 30%;">Action Requested</th> <th style="width: 30%;">Action Taken</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Application# | Date | Action Requested | Action Taken | N/A | | | | | | | | | | | |
| Application# | Date | Action Requested | Action Taken | | | | | | | | | | | | | | |
| N/A | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Campaign Contributions | <p>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?</p> <p><input checked="" type="checkbox"/> No. I have not made campaign contributions to any Pooler City Official(s).</p> <p><input type="checkbox"/> Yes. I have made campaign contributions to one or more Pooler City Official(s).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">City Official</th> <th style="width: 20%;">Title</th> <th style="width: 20%;">Dollar Value</th> <th style="width: 30%;">Description of gift</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>If more space is needed for either contractors or campaign contributions, attach another copy of this form.</p> | City Official | Title | Dollar Value | Description of gift | | | | | | | | | | | | |
| City Official | Title | Dollar Value | Description of gift | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Signature & Date (required) | <p>I attest that all the information provided is true to fact: _____ (Applicants Signature)</p> <p>Please check if NRCS Approval is needed <input checked="" type="checkbox"/> or EPD Approval <input type="checkbox"/> N/A and date submitted.</p> <p><input type="checkbox"/> Please Note: If this information is left blank, the application will not be processed.</p> <p>Date: <u>2/17/2023</u> Attest: <u>[Signature]</u> (Zoning Administrator or Agent thereof)</p> | | | | | | | | | | | | | | | | |

2/21/23

RECEIVED

FEB 13 2023

ZONING DEPARTMENT

Project #

230243

SITE PLAN APPLICATION (page 3 of 3)

| | |
|--|---|
| Georgia Dept. of Transportation (GDOT) | All applications in which property being subdivided/developed that require an entrance onto a State or Federal Highway, a permit is required by the Georgia Department of Transportation. Applicants are required to submit a plat to GDOT for review. The application will not be considered by the Pooler Planning & Zoning Commission until GDOT has commented. If applicable, the comments must accompany the application. |
| Covenants/Deed Restrictions | <p>Please check one:</p> <p><input type="checkbox"/> A copy of all existing deed restrictions or subdivision covenants applicable to this property are attached.</p> <p><input checked="" type="checkbox"/> There are no added restrictions or subdivision covenants on this property.</p> |
| Certifications | <p>1. I hereby certify that this proposed subdivision/site plan does not violate any covenants or deed restrictions currently in effect for the property being subdivided/developed.</p> <p>2. I hereby certify that all taxes applicable to this property have been paid and that there are no delinquent taxes outstanding. (Attach a copy of receipt)</p> <p>3. I hereby certify that I am the owner of the property being proposed for subdivision/development.</p> <p>4. I hereby certify that all the information pertained in this application is true and correct.</p> <p>Signature of Owner _____ Date <u>2/7/2023</u></p> |
| Signature & Date (required) | <p>Signature: _____ Date: <u>2/7/2023</u></p> |

City of Pooler

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning, Conditional Use, Variance, Site Plans & Subdivision Submittals

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Chatham County, Georgia.

and/or

I authorize the person named below to act as applicant in the pursuit of a variance, conditional use, rezoning of property or a site plan submittal.

Name of applicant: Marc Liverman, P.E.

Address: 7414 Hodgson Memorial Dr. Suite 2B

City & State: Savannah, GA Zip 31406

Telephone number: 912-236-3471


Signature of owner

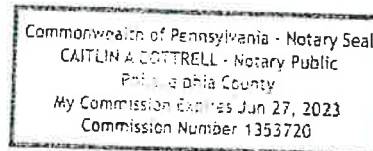
2/7/2023
Date

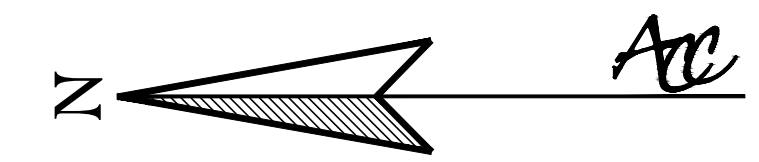
Personally appeared before me JONATHAN CORDINGLEY

Who swears that the information contained in this authorization is true and correct to the best his/her knowledge and belief.


Notary Public

2/7/2023
Date





ATLANTIC COAST
CONSULTING, INC.
770-594-5998
www.atlcc.net
Roswell, GA
Savannah, GA
Knoxville, TN



06930
LEVEL II CERTIFICATION

PROJECT:
**TRAVIS FIELD ROAD
TRUCK YARD**

P.I.N. 5-0986-01-003
DISTRICT 050-POOLER
CHATHAM COUNTY, GA

**2101 TRAVIS
PARTNERS, LLC**

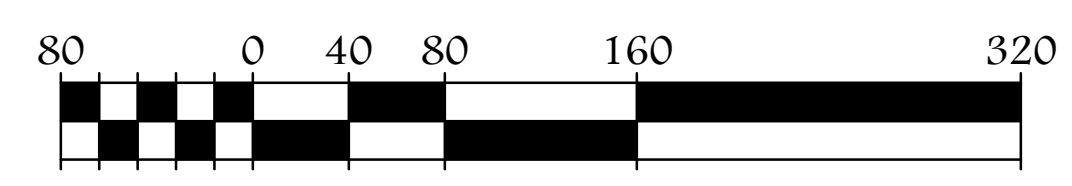
720 FAYETTE ST.
STE 720
CONSHOHOCKEN, PA 19428
215-667-6830

REVISIONS

| | |
|------------------------------|------------|
| 0. Issued for Permitting | 02/09/2023 |
| 1. Revised Per City Comments | 04/24/2023 |
| 2. Revised Per City Comments | 06/07/2023 |



Know what's below.
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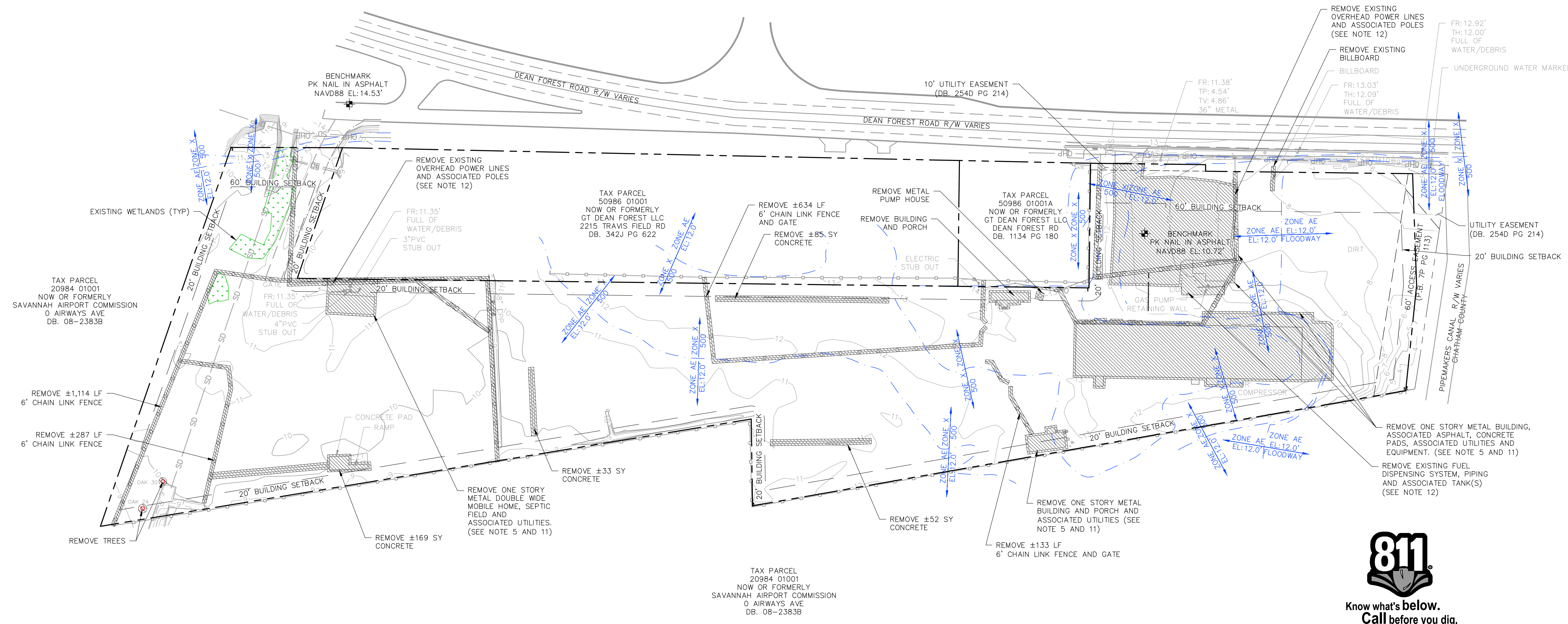
SCALE (IN FEET)

Drawn by: AA/MJS
Checked by: Q/C by:

PROJECT NUMBER:
1080-101
February 2023

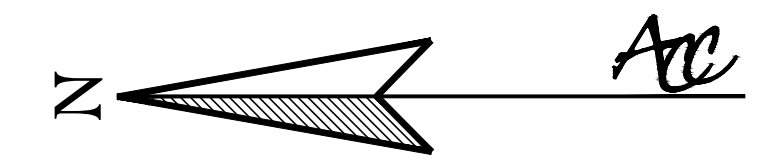
EXISTING
CONDITIONS AND
DEMOLITION PLAN

C-101

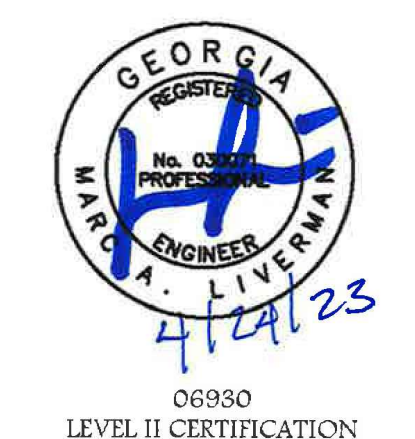


NOTES:

- EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED AUGUST 4, 2022.
- ADJACENT DRIVEWAYS AND DECEL LANES DERIVED FROM AERIAL PHOTOS AND GIS DATA.
- WETLAND FIELD DELINEATED BY RESOURCE LAND CONSULTANTS PRIOR TO THE AUGUST 4, 2022 SURVEY PERFORMED BY BREWER LAND SURVEYING.
- ACCORDING TO THE FLOOD INSURANCE RATE MAP 1305100127H (MAP REVISED AUGUST 16, 2018), THIS PARCEL LIES PARTIALLY IN A ZONE X AND ZONE AE (EL:12.0).
- ALL EXISTING UTILITIES TO REMAIN SHALL BE LOCATED AND PROTECTED. ANY DAMAGE TO EXISTING UTILITIES TO REMAIN SHALL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF ALL MISCELLANEOUS ITEMS WITHIN THE LIMITS OF CONSTRUCTION THAT MAY INTERFERE WITH NEW CONSTRUCTION. CONTRACTOR SHALL COORDINATE THIS WORK WITH OWNER. THESE INCLUDE, BUT ARE NOT LIMITED TO, SHRUBBERY, TREES, BURIED DEBRIS AND MISCELLANEOUS UTILITIES.
- PROJECT SITE MAY CONTAIN UTILITIES THAT WERE UNKNOWN OR UNIDENTIFIABLE DURING THE FIELD SURVEY. THE CONTRACTOR SHALL EMPLOY THE FOLLOWING METHODS WHEN UNKNOWN OR UNIDENTIFIED UTILITIES ARE DISCOVERED:
 - IDENTIFY UTILITY OWNER AND ESTABLISH IF UTILITY PROVIDES SERVICE TO ON-SITE FACILITIES TO REMAIN OR ADJACENT PROPERTY OWNERS.
 - PROTECT ALL UTILITIES THAT PROVIDE SERVICE TO ON-SITE FACILITIES TO REMAIN AND ADJACENT PROPERTY OWNERS.
 - ALL UTILITIES AND ASSOCIATED APPURTENANCES THAT ARE NO LONGER IN SERVICE SHALL BE REMOVED TO THE EXTENT POSSIBLE EXCEPT FOR THOSE LOCATED WITHIN THE CRITICAL ROOT ZONE(S) OF EXISTING TREES TO REMAIN. THE UTILITIES THAT CANNOT BE REMOVED WITHOUT DAMAGE TO EXISTING TREE TO REMAIN SHALL BE FILLED WITH FLOWABLE FILL, CAPPED AND ABANDONED IN-PLACE.
- CONTRACTOR SHALL TAKE CARE WHEN REMOVING ROOT SYSTEMS THAT MAY INTERFERE WITH EXISTING UTILITIES TO REMAIN. CONTRACTOR SHALL REPAIR DAMAGE TO EXISTING UTILITIES AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR SHALL COORDINATE DEMOLITION SCHEDULE WITH OWNER PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT AT NEAREST JOINT IF PRACTICAL. CONTRACTOR SHALL VERIFY SAW CUT LOCATION WITH OWNER PRIOR TO BEGINNING DEMOLITION.
- CONTRACTOR SHALL COORDINATE DEMOLITION OF EXISTING OVERHEAD OR UNDERGROUND ELECTRIC SERVICE WITH GA POWER.
- CONTRACTOR SHALL ABANDON EXISTING DOMESTIC WATER WELL(S) SERVICING EXISTING BUILDING IN ACCORDANCE WITH THE STATE OF GEORGIA'S WELL STANDARDS ACT (OCGA 12-5-120--12-5-137). ABANDONMENT SHALL BE PERFORMED AND DOCUMENTED BY THE STATE OF GEORGIA CERTIFIED WELL DRILLER.
- CONTRACTOR SHALL REMOVE UNDERGROUND STORAGE TANK(S) (UST) AND UNDERGROUND PIPING ASSOCIATED WITH THE EXISTING FUEL DISPENSING SYSTEM IN ACCORDANCE WITH THE STATE OF GEORGIA'S UNDERGROUND STORAGE TANK MANAGEMENT PROGRAM (USTMP).



AC
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 Savannah, GA
 Knoxville, TN



PROJECT:
**TRAVIS FIELD ROAD
 TRUCK YARD**
 P.I.N. 5-0986-01-003
 DISTRICT 050-POOLER
 CHATHAM COUNTY, GA

**2101 TRAVIS
 PARTNERS, LLC**

 720 FAYETTE ST.
 STE 720
 CONSHOCKEN, PA 19428
 215-667-6830

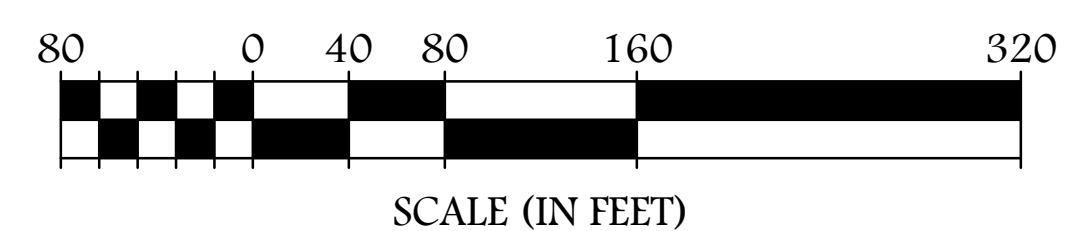
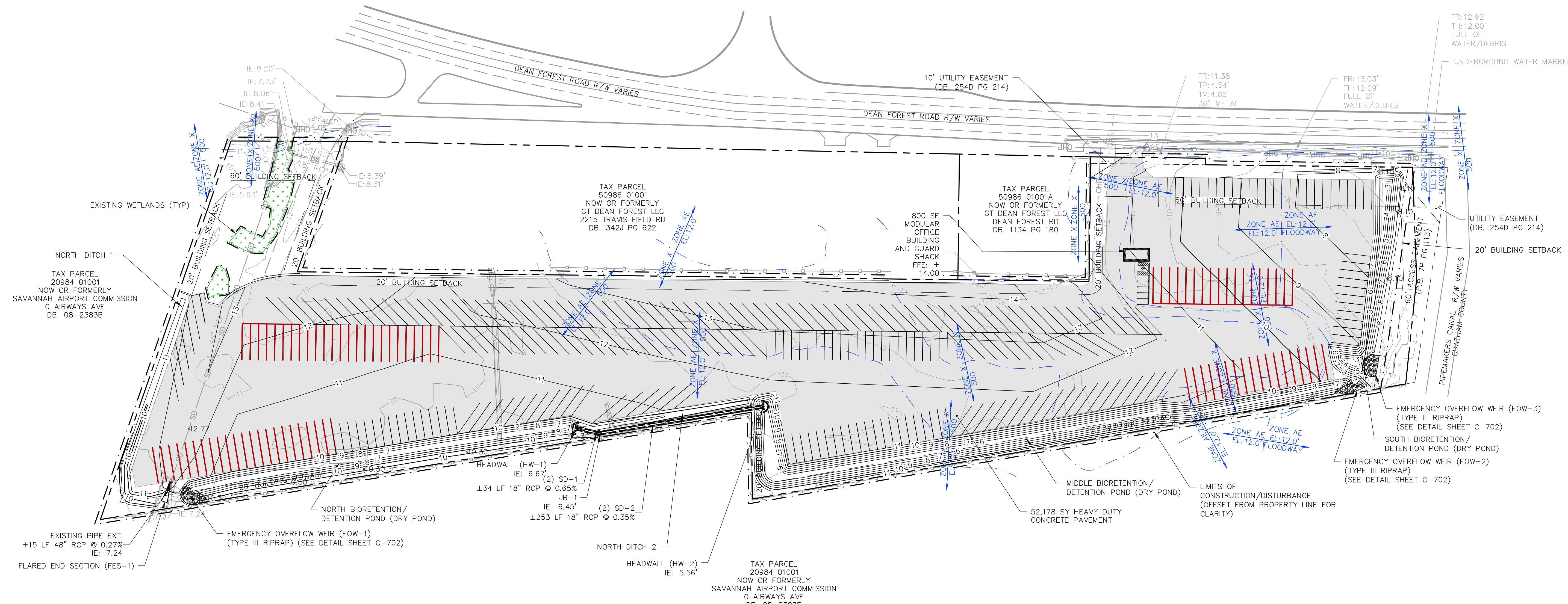
REVISIONS

| | |
|------------------------------|------------|
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Drawn by: AA/MJS
 Checked by: Q/C by:

PROJECT NUMBER:
I080-101
 February 2023

**OVERALL PAVING,
 GRADING, AND
 DRAINAGE PLAN**
C-200



BIORETENTION / DETENTION POND DATA

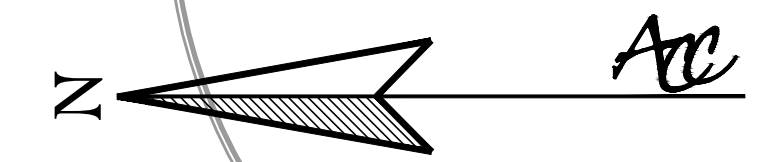
| | 25 YR EL. | 50 YR EL. | 100 YR EL. | BOTTOM EL. | TOP EL. |
|--------|-----------|-----------|------------|------------|---------|
| NORTH | 9.08 | 9.18 | 9.28 | 6.67 | 10.30 |
| MIDDLE | 8.84 | 8.94 | 9.04 | 5.67 | 10.10 |
| SOUTH | 6.87 | 6.94 | 7.01 | 2.67 | 8.10 |

PARKING TABLE

| | |
|--|-----|
| 45' TRUCK PARKING SPACES AVAILABLE | 244 |
| 55' TRUCK PARKING SPACES AVAILABLE | 81 |
| TOTAL TRUCK/TRAILER PARKING SPACES AVAILABLE | 325 |
| EMPLOYEE VEHICLE SPACES | 5 |
| EMPLOYEE ACCESSIBLE VEHICLE SPACES | 1 |

NOTES:

- EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY OF 14.82 ACRES OF THE STEVENS SHIPPING COMPANY PROPERTY PERFORMED BY BREWER LAND SURVEYING DATED AUGUST 4, 2022.
- CONTRACTOR SHALL CONNECT TO EXISTING 48" RCP AT NEAREST EXISTING JOINT.



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06930
LEVEL II CERTIFICATION

PROJECT:
**TRAVIS FIELD ROAD
TRUCK YARD**

P.I.N. 5-0986-01-003
DISTRICT 050-POOLER
CHATHAM COUNTY, GA

**2101 TRAVIS
PARTNERS, LLC**



720 FAYETTE ST.
STE 720
CONSHOCKEN, PA 19428
215-667-6830

REVISIONS

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Drawn by: AA/MJS
Checked by: Q/C by:

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I080-101
February 2023

SITE AND UTILITY
PLAN A

C-301

DEAN FOREST ROAD R/W VARIES

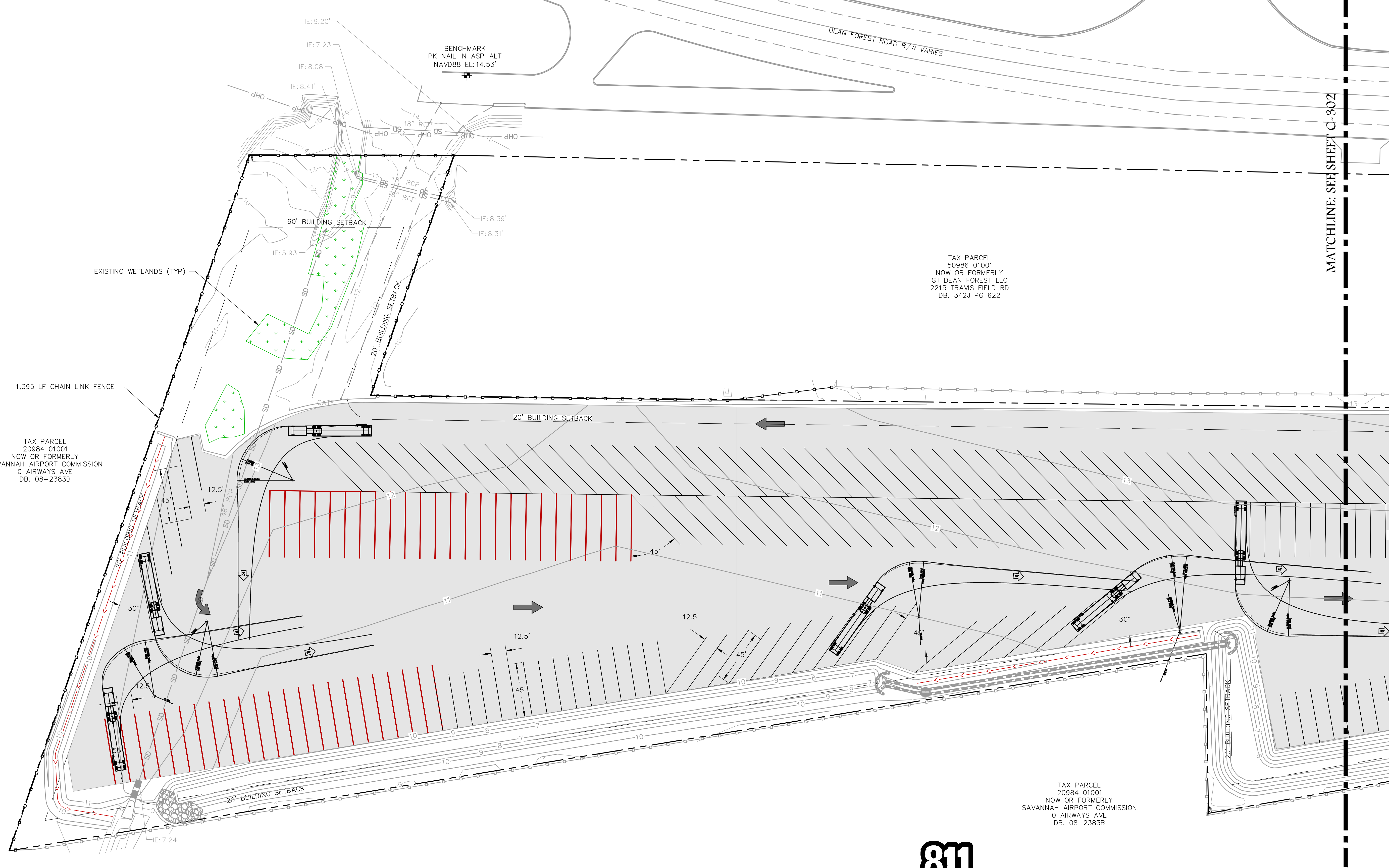
BENCHMARK
PK NAIL IN ASPHALT
NAVD88 EL:14.53'

TAX PARCEL
50986 01001
NOW OR FORMERLY
GT DEAN FOREST LLC
2215 TRAVIS FIELD RD
DB. 342J PG 622

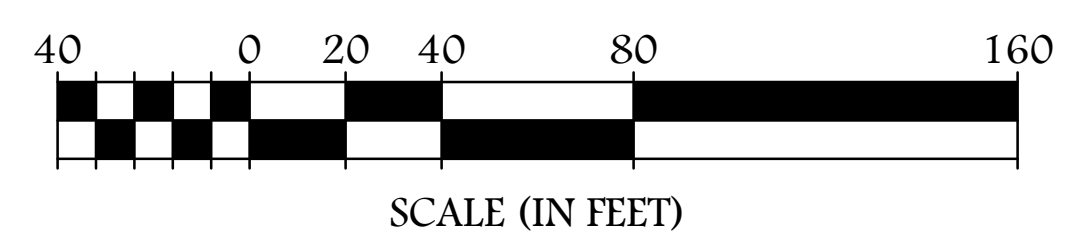
TAX PARCEL
20984 01001
NOW OR FORMERLY
SAVANNAH AIRPORT COMMISSION
0 AIRWAYS AVE
DB. 08-2383B

TAX PARCEL
20984 01001
NOW OR FORMERLY
SAVANNAH AIRPORT COMMISSION
0 AIRWAYS AVE
DB. 08-2383B

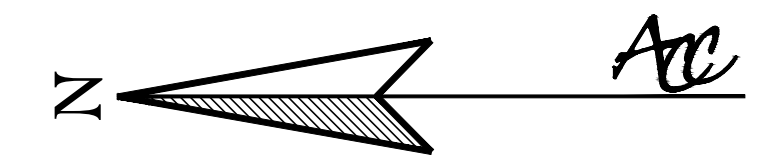
MATCHLINE: SEE SHEET C-302



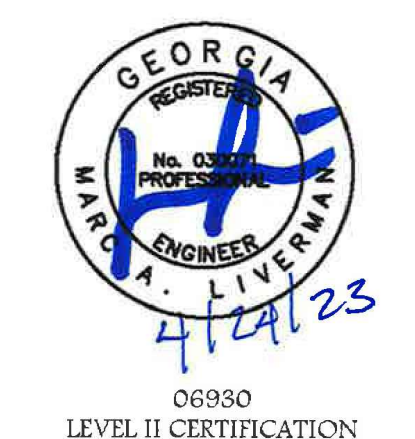
Know what's below.
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NOTES:
1. EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED AUGUST 4, 2022.



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PROJECT:
**TRAVIS FIELD ROAD
TRUCK YARD**

P.I.N. 5-0986-01-003
DISTRICT 050-POOLER
CHATHAM COUNTY, GA

**2101 TRAVIS
PARTNERS, LLC**



720 FAYETTE ST.
STE 720
CONSHOHOCKEN, PA 19428
215-667-6830

REVISIONS

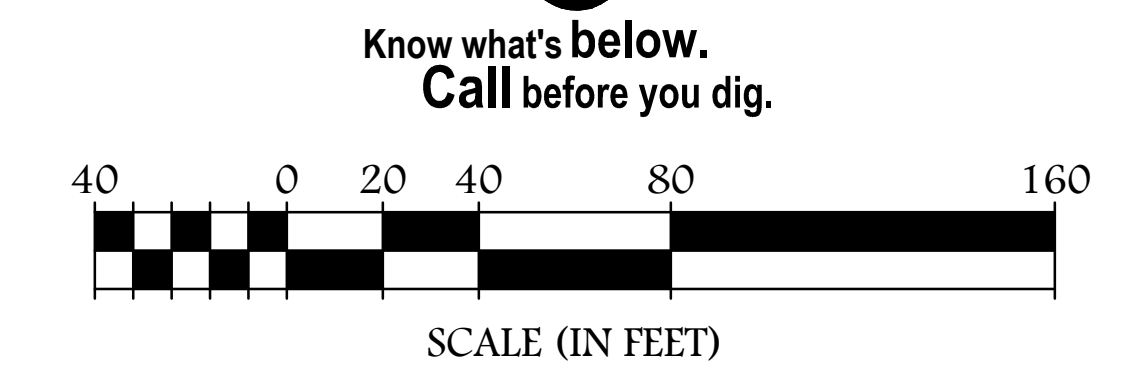
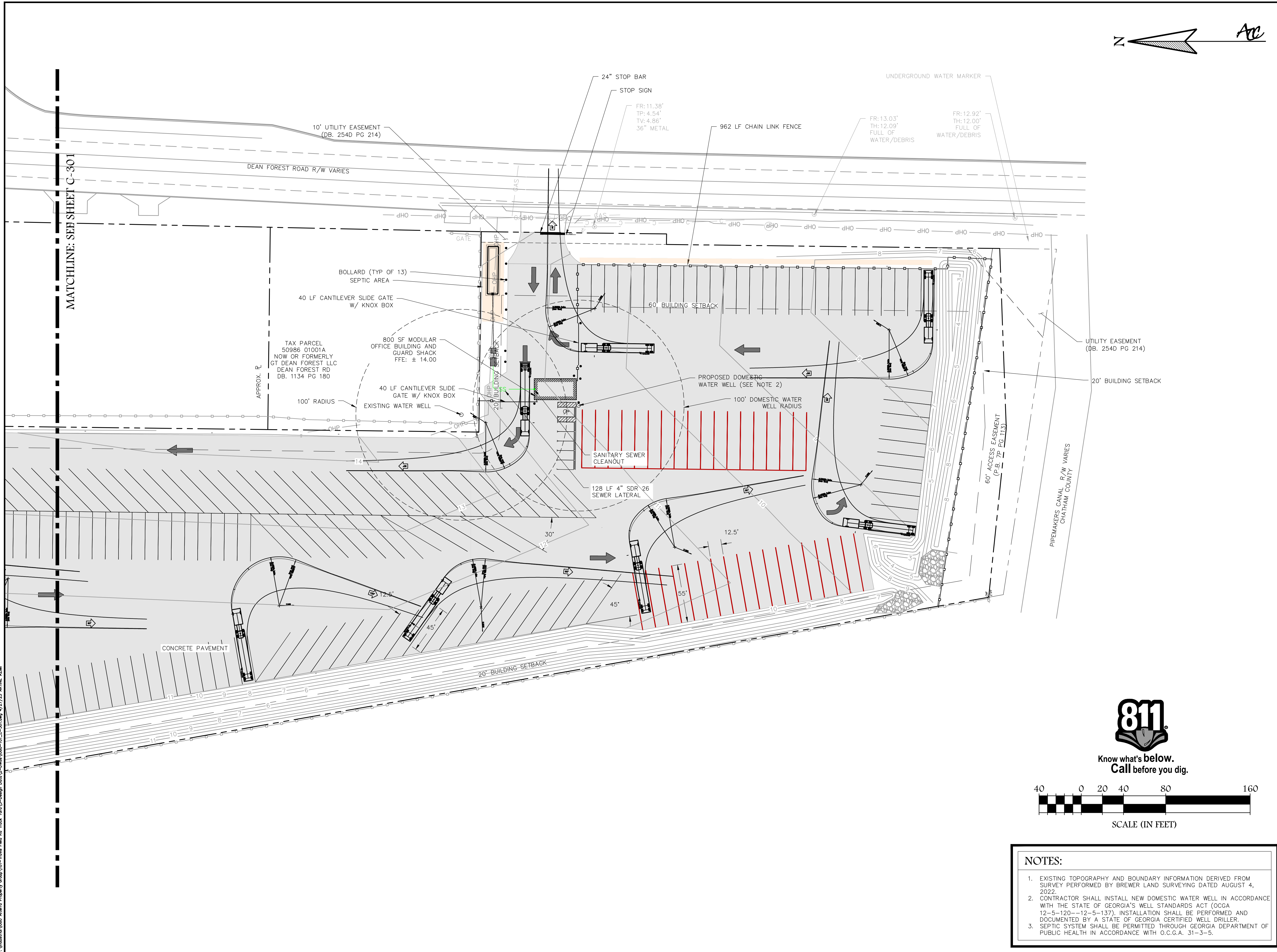
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| 1. Revised Per City Comments | 04/24/2023 |

Drawn by: AA/MJS
Checked by:
QC by:

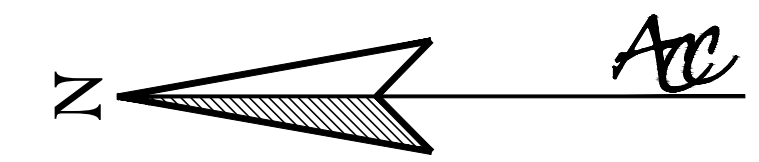
PROJECT NUMBER:
I080-101
February 2023

SITE AND UTILITY
PLAN B

C-302



- NOTES:**
- EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED AUGUST 4, 2022.
 - CONTRACTOR SHALL INSTALL NEW DOMESTIC WATER WELL IN ACCORDANCE WITH THE STATE OF GEORGIA'S WELL STANDARDS ACT (OCGA 12-5-120-12-5-137). INSTALLATION SHALL BE PERFORMED AND DOCUMENTED BY A STATE OF GEORGIA CERTIFIED WELL DRILLER.
 - SEPTIC SYSTEM SHALL BE PERMITTED THROUGH GEORGIA DEPARTMENT OF PUBLIC HEALTH IN ACCORDANCE WITH O.C.G.A. 31-3-5.



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06930
LEVEL II CERTIFICATION

PROJECT:
**TRAVIS FIELD ROAD
TRUCK YARD**

P.I.N. 5-0986-01-003
DISTRICT 050-POOLER
CHATHAM COUNTY, GA

2101 TRAVIS
PARTNERS, LLC



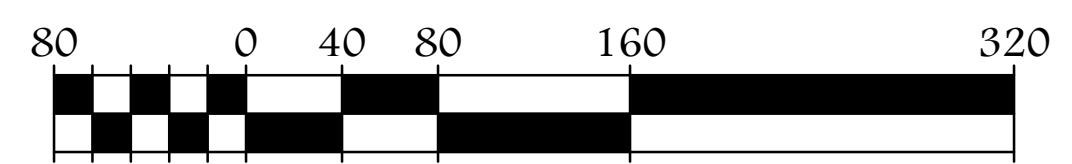
720 FAYETTE ST.
STE 720
CONSHOHOCKEN, PA 19428
215-667-6830

REVISIONS

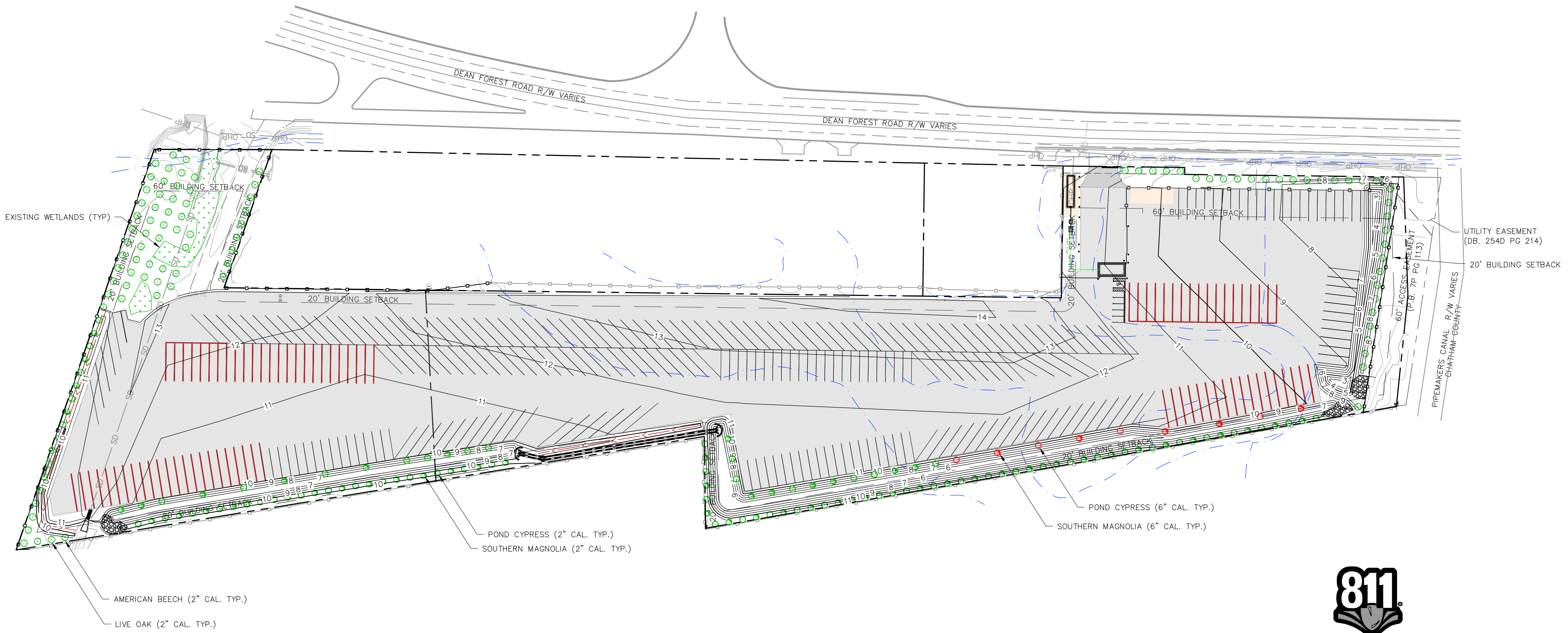
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| 1. Revised Per City Comments | 04/24/2023 |
| 2. Revised Per City Comments | 06/07/2023 |



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SCALE (IN FEET)



| TREE AND LANDSCAPE SCHEDULE | | | | |
|---|-------------|---------------------------------|-------------------------|----------|
| BOTANICAL NAME COMMON NAME | SIZE (MIN.) | PLANTING SPACE (SQ FT)(MIN.) | HEIGHT (SQ FT)(MIN.) | QUANTITY |
| FAGUS GRANDIFOLIA AMERICAN BEECH | 2.0" CAL. | 500 | 8 | 49 |
| QUERCUS VIRGINIANA LIVE OAK | 2.0" CAL. | 500 | 8 | 50 |
| TAXODIUM ASCENDENS POND CYPRESS | 2.0" CAL. | 500 | 8 | 59 |
| TAXODIUM ASCENDENS POND CYPRESS | 6.0" CAL. | 500 | 8 | 4 |
| MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA | 2.0" CAL. | 500 | 8 | 57 |
| MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA | 6.0" CAL. | 500 | 8 | 5 |

LANDSCAPE CALCULATIONS:

TREE COVERAGE

REQUIREMENTS:

- 15 LARGE SPECIES TREES PER ACRE OF DEVELOPED LAND
- SIGNIFICANT TREES TO BE REMOVED
- 24" OAK X 1 = 4 TREES TO BE REPLACED
- 30" OAK X 1 = 5 TREES TO BE REPLACED
- (14.3 AC * 15) + 9 = 224 TREES
- NO MORE THAN 30% OF THE ONE SPECIES
- 500 SF OF UNPAVED PLANTING AREA PER TREE (500 SF * 224 TREES = 112,000 SF)

PROVIDED:

- 224 TREES
 - 49 AMERICAN BEECH
 - 50 LIVE OAK
 - 63 POND CYPRESS
 - 62 SOUTHERN MAGNOLIA
- 112,000 SF UNPAVED PLANTING AREA

LEGEND

| TREE/SHRUB | DESCRIPTION |
|------------|---|
| | AMERICAN BEECH (FAGUS GRANDIFOLIA) (20' MIN. SPACING) (2" CALIPER) |
| | LIVE OAK (QUERCUS VIRGINIANA) (20' MIN. SPACING) (2" CALIPER) |
| | POND CYPRESS (TAXODIUM ASCENDENS) (20' MIN. SPACING) (2" CALIPER) |
| | POND CYPRESS (TAXODIUM ASCENDENS) (20' MIN. SPACING) (6" CALIPER) |
| | SOUTHERN MAGNOLIA (MAGNOLIA GRANDIFLORA) (20' MIN. SPACING) (2" CALIPER) |
| | SOUTHERN MAGNOLIA (MAGNOLIA GRANDIFLORA) (20' MIN. SPACING) (6" CALIPER) |

NOTES:

- THE SITE SHALL BE SCREENED FROM ADJACENT ROADWAYS PER THE SCREENING REQUIREMENTS OF APPENDIX A, ARTICLE III, SEC.27(E).
- THE VEGETATIVE BUFFER HAS BEEN PROVIDED TO CREATE A BARRIER THAT SUBSTANTIALLY BLOCKS THE SIGHT LINES, NOISE TRANSMISSION, AND THE TRANSFER OF ARTIFICIAL AND REFLECTED LIGHT UP TO A HEIGHT OF NO LESS THAN SIX FEET AT THE PROPERTY LINE.
- TREES SHALL BE PLANTED AT A DENSITY NO LESS THAN ONE TREE FOR EACH 25 FEET.
- TREES SHALL HAVE A CALIPER OF NO LESS THAN TWO INCHES UPON PLANTING, AND NEW EVERGREENS SHALL BE AT LEAST SIX FEET TALL WHEN PLANTED.
- TREES SHALL NOT BE PLANTED WITHIN 10 FEET OF ANY UNDERGROUND UTILITY OR STORM DRAIN.
- WATER WILL BE PROVIDED BY CONTRACTOR TO ESTABLISH AND MAINTAIN VIABILITY OF THE PLANTS.
- ALL TREES AND LANDSCAPED AREAS SHALL BE PROVIDED WITH A TEMPORARY IRRIGATION SYSTEM AS MEANS FOR DELIVERY OF WATER IN A QUANTITY THAT IS SUFFICIENT TO ESTABLISH AND MAINTAIN THE VIABILITY OF THE PLANTS.

Drawn by: AA/MJS Checked by: QC by:

PROJECT NUMBER:
I080-101
February 2023

LANDSCAPE PLAN
LS-101

Review Approval Letter



June 8th, 2023

Marc A. Liverman, P.E.
Atlantic Coast Consulting
7 E Congress St
Savannah, GA 31401

Dear Mr. Liverman,

I am pleased to provide you with a recommendation for Conditional Approval of the site development plans for Dean Forest Truck Yard (2101 Travis Field Rd), which is provided below.

Site Plan Review

| | | |
|-----------------------------|--|------------------|
| <u>Submittal Documents:</u> | Site Development Plans..... | <i>Jun. 2023</i> |
| | Stormwater Management Report..... | <i>May 2023</i> |
| | Stormwater Maintenance Agreement..... | <i>May 2023</i> |
| | Floodway No-Rise Certification..... | <i>Jun. 2023</i> |
| | GSWCC Approval of ESPC Plans..... | <i>May 2023</i> |
| | Chatham County On-Site Sewage System Approval..... | <i>Jun. 2023</i> |

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

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



EOM Operations
Your solution to a better tomorrow

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

1. The City of Pooler shall be in receipt of the Approved Permit for the proposed water well, issued by Chatham County Health Department.

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

Sincerely,

Trevor Shoemaker

Trevor Shoemaker

Project Manager

EOM

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



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com
Page 150 of 294



Ph: 912.445.0050
F: 912.756.5882

Site Map A



CITY OF POOLER
GEORGIA
A great place to Live, Work and Play

Project #230243 - 2101 Travis Field Rd

06/07/2023

Parcels



Site Map B



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

**PLANNING AND ZONING DEPARTMENT
STAFF REPORT**

Towne Place Pooler – Site Development Plan

| | |
|---------------------------------|--|
| Project Number: | #230627 |
| P&Z Meeting Date: | June 12, 2023 |
| Council Meeting Date: | June 20, 2023 |
| Applicant and Authorized Agent: | Jay Maupin / Krishan Gandhi |
| Location (Address): | Half Moon Way |
| Parcel (PIN): | 51009 01119 |
| Acreage: | 11.88 total – 2.25 disturbed |
| Zoning: | PUD (Savannah Quarters Phase 1) |
| Staff Recommendation: | Approval w/ contingencies |
| P&Z Recommendation: | Agree w/ staff for Approval w/contingencies as written |
| Site Plan Criteria: | <ol style="list-style-type: none">Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;Whether the site plan provides for adequate pedestrian and traffic access;Whether the site plan provides for adequate space for off-street parking and loading/unloading zones where applicable;Whether the site plan provides for the appropriate location, arrangement, size, and design of buildings, lighting, and signs, giving due consideration to the applicable zoning district(s);Whether the site plan is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties; |

6. Whether the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
7. Whether the proposed development site is adequately served by other public serves to account for current or projected needs;
8. Whether the site plan provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
9. Whether the site plan provide adequate landscaping, including type and arrangement of trees, shrubs, and other landscaping, which may provide a visual or noise-detering buffer between adjacent properties; and,
10. Whether the site plan provides for improvements in accordance with all applicable federal, state, and local laws, including without limitation the Code of Ordinances for the City of Pooler.

Conclusion:

The submitted site plan addresses the site plan approval criteria per the following:

1. The site plan is consistent with the recommendations and policies of the 2040 Comprehensive Plan for the FLUM designation and Character Area.
2. The site plan complies generally with the provisions of the Savannah Quarters PUD (Phase 1) for access and circulation; Sec. 11 of App. A, Art. V related to traffic impacts; and Sec. 2 of App. A, Art. III for traffic access, with the exceptions noted in the contingencies.
3. The site plan complies with the provisions of the Savannah Quarters PUD (Phase 1) and Sec. 5(D) of App. A, Art. III for parking and loading standards.
4. The site plan complies with the provisions of the Savannah Quarters PUD (Phase 1) related to development standards for commercial development, including setbacks, building separation, and height and Chapter 74, Art. VI for lighting.
5. The site plan complies with the provisions of the Savannah Quarters PUD (Phase 1) related to the PUD master plan for location of uses/development areas, development standards for commercial development, and buffer standards.
6. The site plan complies generally with Sec. 606 of App. B, Art. VI; Chapter 74, Art. V; and Chapter 42, Art. V related to servicing

of utilities and infrastructure, with the exceptions noted in the contingencies.

7. The site is adequately served by any other public services for current or projected needs.
8. The site plan complies with the provisions of the Savannah Quarters PUD (Phase 1) related to buffer and screening standards.
9. The site plan complies with the provisions of the Savannah Quarters PUD (Phase 1) and Chapter 42, Art. VI for tree and landscaping requirements, in general, and related buffers.
10. The site plan generally complies with the provisions of the City of Pooler Code of Ordinances, specifications, or standards, and all other applicable laws, with the exceptions noted in the contingencies.

As such, staff recommends **approval** of this site plan, *subject to the following contingencies:*

- A site plan shall be submitted to the City of Pooler prior to the pre-construction meeting, which includes the following modifications:
 - The 8-inch diameter sewer line coming from the building shall not be tied into the grease trap's sampling manhole. Plans shall show this sewer line tying into the on-site system, at a location downstream of the sampling manhole.
 - Remove the name of the private access drive that is currently identified as Hospitality Drive.
 - Provide stop signs located at all locations where stop bars are shown (all driveways and parking lot).
 - Delineate the required 35-ft building setback, which shall be measured from the road centerline.
- The City of Pooler shall be in receipt of the GSWCC Approval of the revised Erosion, Sedimentation, and Erosion Control Plans prior to the pre-construction meeting.
- The proposed traffic improvements, as demonstrated in the plans, are designed to achieve the minimum standard traffic operations. These improvements are being permitted by two separate projects and both must be constructed and accepted by the City prior to close out and issuance of a Certificate of Occupancy for either. The applicable traffic improvements are as follows:

- A westbound right turn deceleration lane on Blue Moon Crossing being permitted and constructed by 'Walk On's & Vet Center'.
- A modification to the southbound approach at Half Moon Way & Blue Moon Crossing intersection is being proposed under this project (Towne Place Pooler). This modification includes a right turn lane and thru/left turn lane on the south bound approach to the intersection.

Attachments:

1. Application and Submittal Documentation
2. Review Approval Letter
3. Site Map A
4. Site Map B

Application and Submittal Documentation



RECEIVED
APR 25 2023
ZONING DEPARTMENT
Project # 230627

Site Plan Application (page 1 of 3)

Applicant HOS Management - Kris Patel

Mailing address 103 S Godley Station Blvd STE 201

City Pooler State GA Zip 31322

Telephone (912) 344-4538 Fax () _____

Property Owner(s) HOS Management - Kris Patel

Mailing address 103 S Godley Station Blvd STE 201

City Pooler State GA Zip 31322

Telephone (912) 344-4538 Fax () _____

Contact Person(s) HOS Management - Kris Patel

Mailing address 103 S Godley Station Blvd STE 201

City Pooler State GA Zip 31322

Telephone (912) 344-4538 Fax () _____ E-mail kris.patel@hosmanagement.com

Location address 0 Pooler Pkwy

Current Zoning PUD Parcel Identification Number 51009 01119


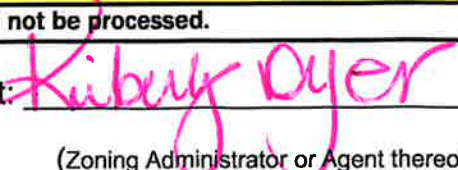
Please provide a brief description of the proposed land development activity and use of land thereafter to take a place on the subject property: Site will be developed into hotel

SITE PLAN APPLICATION (page 2 of 3)



| | |
|----------------------------------|--|
| Participating Contractors | <p>Please list the name and address of all participating contractor below: (Including surveyor, engineer, architect, installer, developer, etc.)</p> <p>Name <u>Maupin Engineering, Inc - Jay Maupin</u> License # <u>PE023758</u></p> <p>Mailing address <u>114 W 42nd Street Savannah, GA 31401</u></p> <p>City <u>Savannah</u> State <u>GA</u> Zip <u>31401</u></p> <p>Telephone (912) <u>235-2915</u> E-mail <u>jay@maupinengineering.com</u></p> |
|----------------------------------|--|

| Previous Zoning Actions | <p>Please list any previous zoning actions within the past three years. If possible, please include application number, date of application and action taken on all prior applications filed for the zoning action of the whole or part of the land proposed under this application.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Application#</u></th> <th style="text-align: left;"><u>Date</u></th> <th style="text-align: left;"><u>Action Requested</u></th> <th style="text-align: left;"><u>Action Taken</u></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | <u>Application#</u> | <u>Date</u> | <u>Action Requested</u> | <u>Action Taken</u> | | | | | | | | | | | | |
|--------------------------------|---|-------------------------|---------------------|-------------------------|---------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| <u>Application#</u> | <u>Date</u> | <u>Action Requested</u> | <u>Action Taken</u> | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |

| Campaign Contributions | <p>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?</p> <p><input checked="" type="checkbox"/> No. I have not made campaign contributions to any Pooler City Official(s).</p> <p><input type="checkbox"/> Yes. I have made campaign contributions to one or more Pooler City Official(s).</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 30%;">City Official</th> <th style="width: 20%;">Title</th> <th style="width: 20%;">Dollar Value</th> <th style="width: 30%;">Description of gift</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>If more space is needed for either contractors or campaign contributions, attach another copy of this form.</p> | City Official | Title | Dollar Value | Description of gift | | | | | | | | | | | | |
|-------------------------------|---|---------------|---------------------|--------------|---------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| City Official | Title | Dollar Value | Description of gift | | | | | | | | | | | | | | |
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|--|--|
| Signature & Date (required) | <p>I attest that all the information provided is true to fact: <u></u> (Applicants Signature)</p> <p>Please check if NRCS Approval is needed^x _____ or EPD Approval _____ and date submitted.</p> <p>Please Note: If this information is left blank, the application will not be processed.</p> <p>Date: <u>4 1 24 1 23</u> RECEIVED Attest: <u></u> APR 25 2023 (Zoning Administrator or Agent thereof)</p> <p style="text-align: center; color: blue; font-weight: bold;">ZONING DEPARTMENT</p> |
|--|--|

SITE PLAN APPLICATION (page 3 of 3)

| | |
|---|---|
| Georgia Dept. of Transportation (GDOT) | <p>All applications in which property being subdivided/developed that require an entrance onto a State or Federal Highway, a permit is required by the Georgia Department of Transportation. Applicants are required to submit a plat to GDOT for review. The application will not be considered by the Pooler Planning & Zoning Commission until GDOT has commented. If applicable, the comments must accompany the application.</p> |
| Covenants/Deed Restrictions | <p><u>Please check one:</u></p> <p><input type="checkbox"/> A copy of all existing deed restrictions or subdivision covenants applicable to this property are attached.</p> <p><input checked="" type="checkbox"/> There are no added restrictions or subdivision covenants on this property.</p> |
| Certifications | <p>1. I hereby certify that this proposed subdivision/site plan does not violate any covenants or deed restrictions currently in effect for the property being subdivided/developed.</p> <p>2. I hereby certify that all taxes applicable to this property have been paid and that there are no delinquent taxes outstanding. (Attach a copy of receipt)</p> <p>3. I hereby certify that I am the owner of the property being proposed for subdivision/development.</p> <p>4. I hereby certify that all the information pertained in this application is true and correct.</p> <p>Signature of Owner <u></u> Date <u>4/24/23</u></p> |
| Signature & Date (required) | <p>Signature: <u></u> Date: <u>4/24/23</u></p> |

RECEIVED
 APR 25 2023
 ZONING DEPARTMENT

City of Pooler

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning, Conditional Use, Variance, Site Plans & Subdivision Submittals

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Chatham County, Georgia.

and/or

I authorize the person named below to act as applicant in the pursuit of a variance, conditional use, rezoning of property or a site plan submittal.

Name of applicant: Maupin Engineering, Inc - Jay Maupin

Address: 114 W 42nd Street Savannah, GA 31401

City & State: Savannah, GA Zip 31401

Telephone number: 912-235-2915

[Handwritten Signature]

Signature of owner

4/24/23
Date

Personally appeared before me 24th of April, 2023

Who swears that the information contained in this authorization is true and correct to the best his/her knowledge and belief.

Kellorie S. Anthony
Notary Public

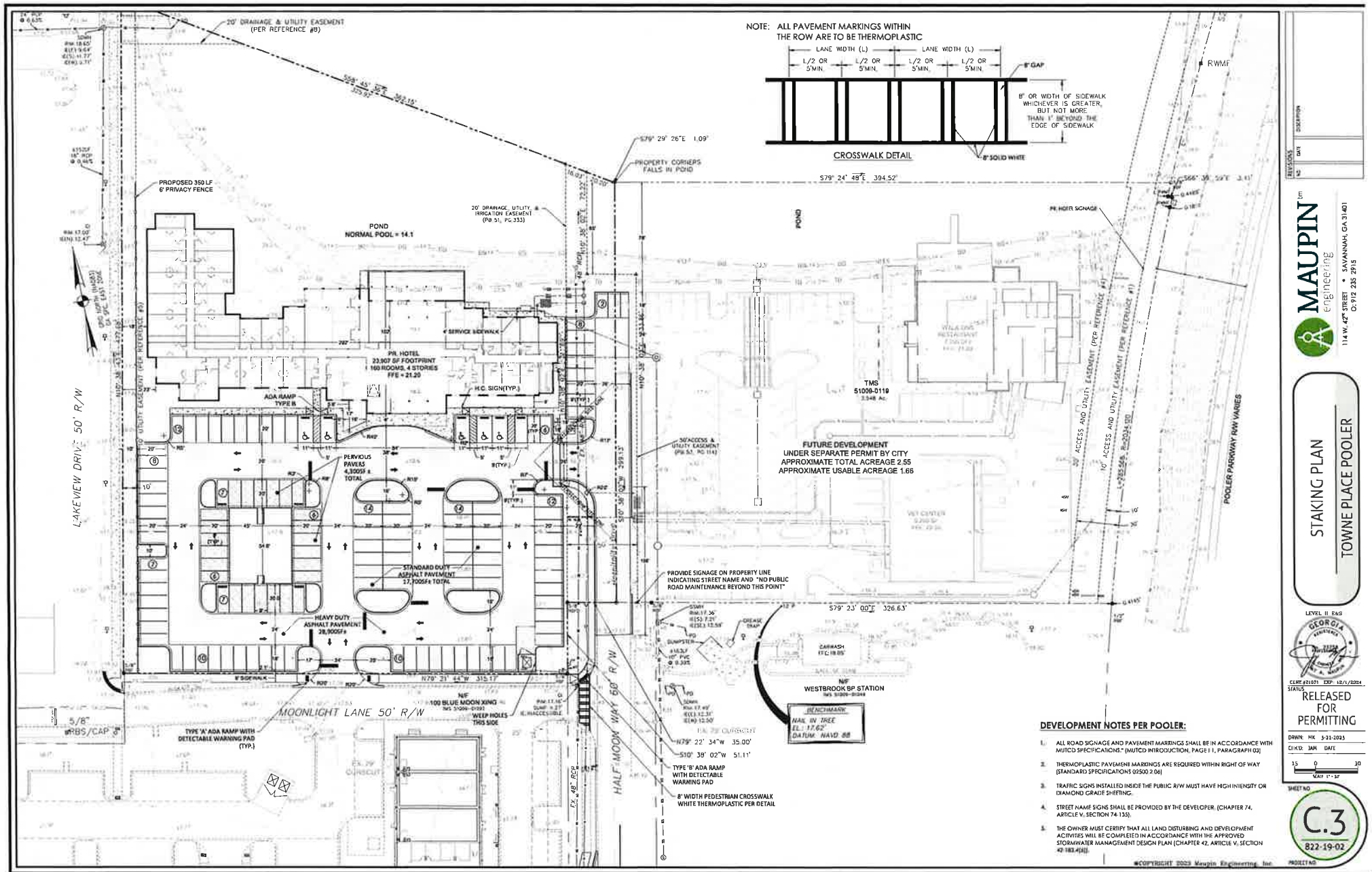
4/24/23
Date

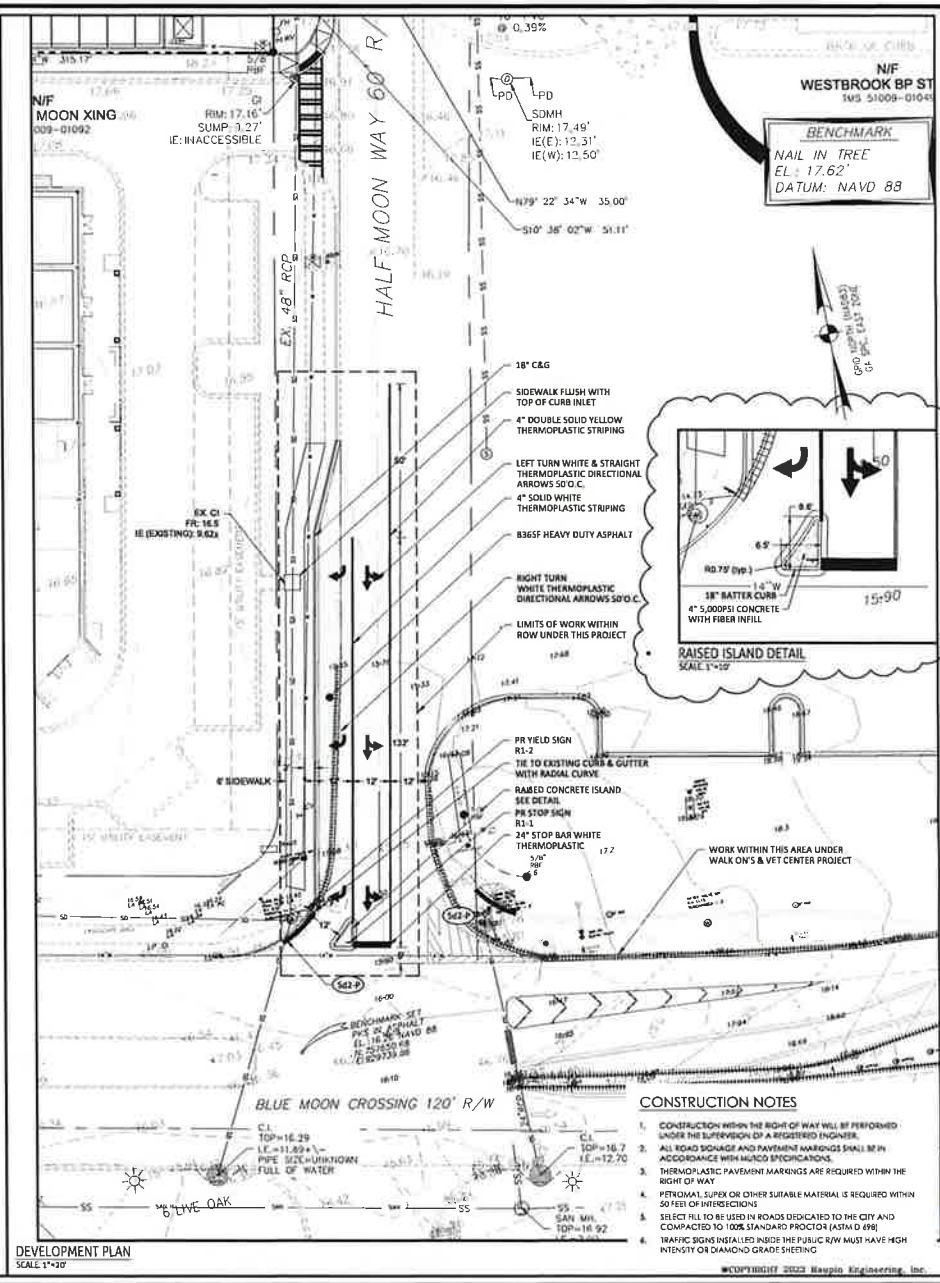
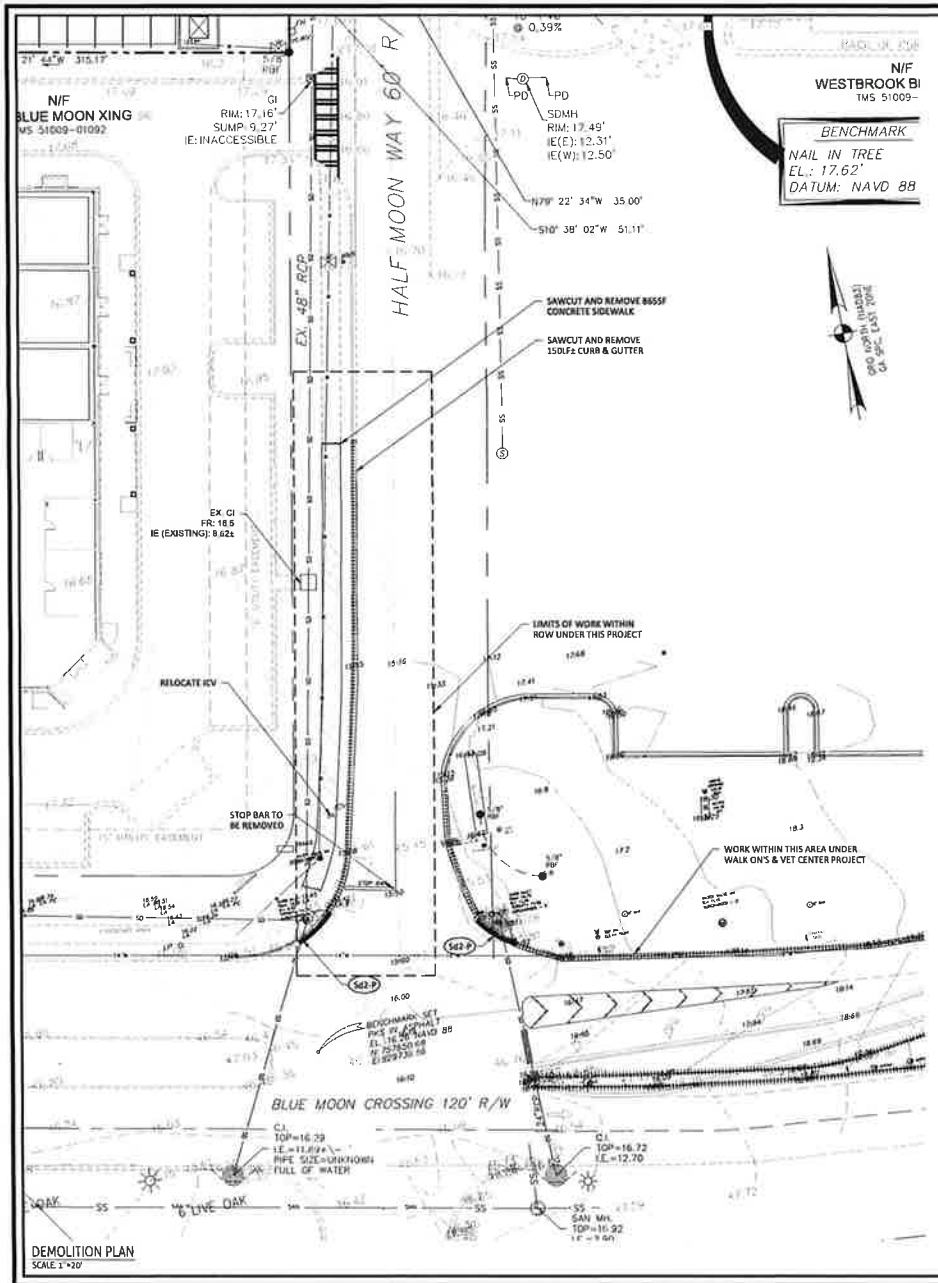


RECEIVED

APR 25 2023

ZONING DEPARTMENT





- CONSTRUCTION NOTES**
- CONSTRUCTION WITHIN THE RIGHT OF WAY WILL BE PERFORMED UNDER THE SUPERVISION OF A REGISTERED ENGINEER.
 - ALL ROAD SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH MUCO SPECIFICATIONS.
 - THERMOPLASTIC PAVEMENT MARKINGS ARE REQUIRED WITHIN THE RIGHT OF WAY.
 - PETROMAT SUPPLY OR OTHER SUITABLE MATERIAL IS REQUIRED WITHIN 50 FEET OF INTERSECTIONS.
 - SELECT FILL TO BE USED IN ROADS DEDICATED TO THE OFF AND COMPACTED TO 100% STANDARD PROCTOR (ASTM D 155).
 - TRAFFIC SIGNS INSTALLED INSIDE THE PUBLIC ROW MUST HAVE HIGH INTENSITY OR DIAMOND GRADE SHEETING.

NIF WESTBROOK BL ST
MS 51009-01042

BENCHMARK
NAIL IN TREE
EL: 17.62'
DATUM: NAVD 88

NIF BLUE MOON XING
MS 51009-01092

BENCHMARK
NAIL IN TREE
EL: 17.62'
DATUM: NAVD 88

MAUPIN
engineering

114 W. 42ND STREET • SAVANNAH, GA 31401
C: 912 235 2915

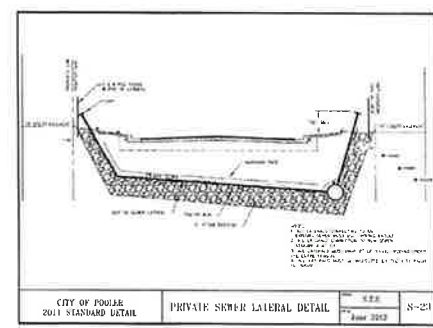
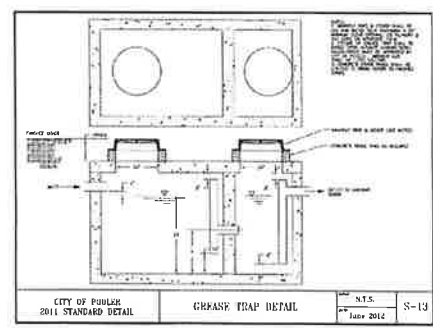
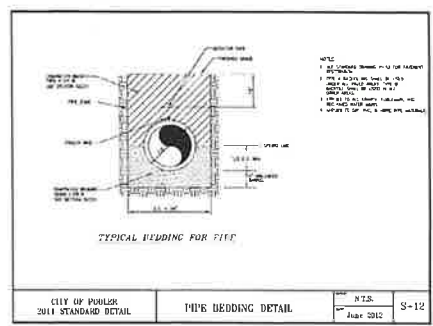
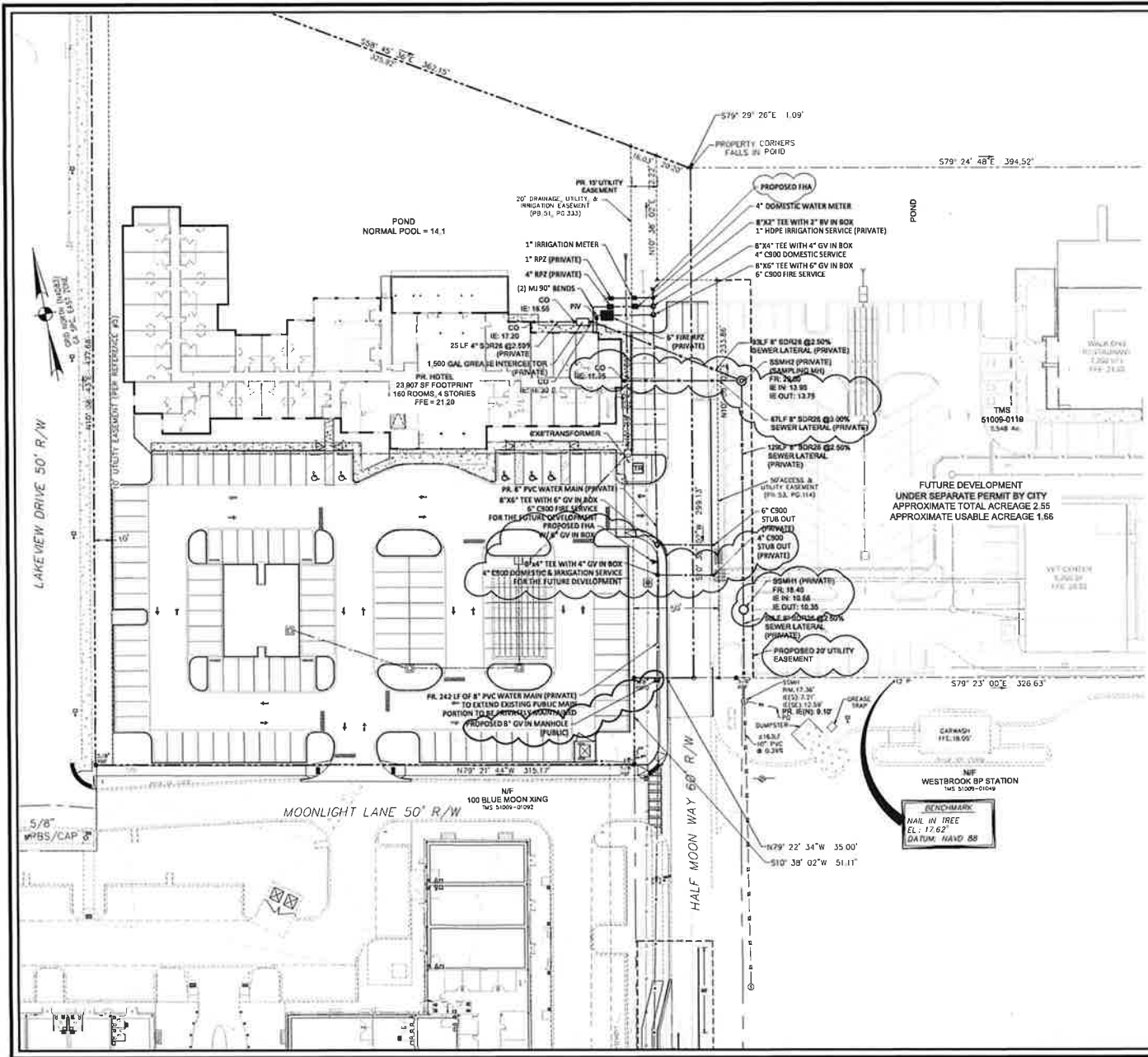
HALF MOON WAY TRAFFIC IMPROVEMENTS PLAN
TOWNE PLACE POOLER

LEVEL: 11 040
GEORGIAN SURVEYING
CERT. # 10001 EXP. 12/31/2024
RELEASED FOR PERMITTING

DRAWN: ADD 3/21/2023
CHKD: JAM DATE:
10 0 30
SCALE: 1"=20'

SHEET NO. **C.3a**
822-19-02

©COPYRIGHT 2023 Maupin Engineering, Inc. PROJECT NO.



Landfill Certification
 To the best of our knowledge, it is our understanding that no water and/or sanitary sewer lines associated with this project are constructed upon, nor do they serve existing or proposed structures built upon, solid waste landfills.

Jay Maupin
 MAUPIN ENGINEERING, INC.
 JAY MAUPIN, P.E.

©COPYRIGHT 2023 Maupin Engineering, Inc. PROJECT NO.

| | | |
|------------|------|-------------|
| ELEVATIONS | DATE | DESCRIPTION |
| | | |

MAUPIN
 ENGINEERING
 114 W. 47TH STREET • SAVANNAH, GA 31401
 C: 912.235.2715

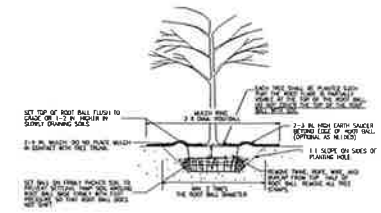
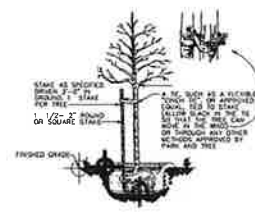
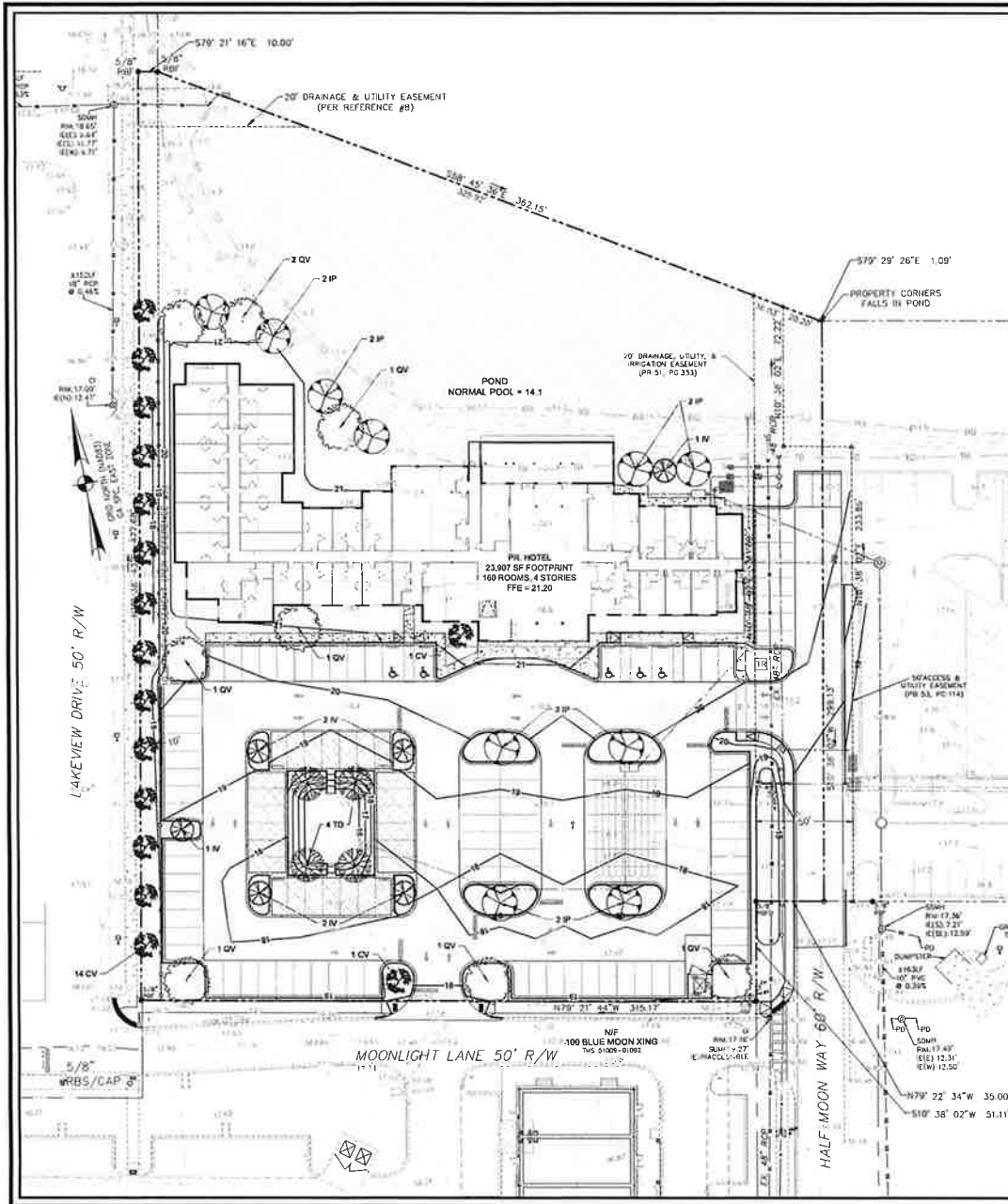
UTILITY PLAN
TOWNE PLACE POOLER



RELEASED FOR PERMITTING

| | | |
|---------|----------|-----------|
| DRAWN | HK | 3/21/2023 |
| CHECKED | JAM | DATE |
| SCALE | 1" = 30' | SHEET NO. |





NOTES
 1. STAKE TREES ONLY WHEN NECESSARY. STAKES SHALL BE REMOVED & REINSTATE WITHIN PLANTING.
 2. OTHER ALTERNATE STAKING METHODS MAY BE USED UPON APPROVAL BY PARK AND TREE.

NOTES
 1. PRUNE ONLY EXPOSED LEADS, CO-DOMINANT LEADERS, AND BRANCHES OF DEAD BRANCHES. SOME BRANCHES MAY BE NEARLY HORIZONTAL AND BE PRUNED AT AN ANGLE TO THE HORIZONTAL. BRANCHES SHOULD BE PRUNED TO LEAVE A CLEAN CUT. BRANCHES THAT EXTEND TO THE TOP OF THE CROWN AT TERMINAL POINTS SHOULD BE PRUNED TO LEAVE A CLEAN CUT. BRANCHES THAT EXTEND TO THE TOP OF THE CROWN AT TERMINAL POINTS SHOULD BE PRUNED TO LEAVE A CLEAN CUT.
 2. STAKE TREES ONLY WHEN NECESSARY. SEE CITY TREE STAKING MANUAL.

Tree Staking
 NTS

Tree Planting
 NTS

GENERAL LANDSCAPE NOTES:

- PARCEL AREA = 3.30 AC
- POND AREA = 0.66 AC
- DEVELOPABLE AREA = 2.64 AC
- GREEN SPACE = 1.63 AC (49%)
- PARKING AREA = 1.09 AC

ADEQUATE WATER SOURCES FOR PROPOSED LANDSCAPING SHALL BE PROVIDED FOR AT LEAST ONE YEAR (IRRIGATION UNDERGOING).

NO TREE SHALL BE PLANTED WITHIN 10 FEET OF ANY UNDERGROUND UTILITY OR STORM DRAIN.

REQUIRED SPECIMEN TREE CALCULATION:

15 TREES / DEVELOPABLE ACRE X 2.64 ACRES = 40 TREES

NO EXISTING SIGNIFICANT TREES

| PLANTING SCHEDULE | | | |
|-------------------|------------------------|----------------|-----------------|
| ITEM | SCIENTIFIC NAME | COMMON NAME | QTY SIZE |
| CV | CHIONANTHUS VIRGINICUS | FRINGETREE | 16 2.0" CALIPER |
| IV | ILEX VOMITORIA | YAUPOH HOLLY | 6 2.0" CALIPER |
| TD | TAXODIUM DISTICHUM | BALD CYPRESS | 4 2.5" CALIPER |
| QV | QUERCUS VIRGINIANA | LIVE OAK | 8 2.5" CALIPER |
| IP | ILEX OPACA | AMERICAN HOLLY | 10 2.0" CALIPER |
| | | TOTAL | 44 |

| | | |
|-----------|------|-------------|
| REVISIONS | DATE | DESCRIPTION |
| | | |

MAUPIN
 engineering
 114 W 47th STREET • SAVANNAH, GA 31401
 C-912 235 2915

LANDSCAPING PLAN
 TOWNE PLACE POOLER



RELEASED FOR PERMITTING
 DAWN MK 3/21/2023
 CHECKED: JMK DATE

C.6
 822-19-02

Review Approval Letter



May 26th, 2023

Jay A. Maupin, P.E.
Maupin Engineering
114 W 42nd St
Savannah, GA 31401

Dear Mr. Maupin,

I am pleased to provide you with a recommendation for Conditional Approval of the site development plans for Towne Place Pooler, which is provided below.

Site Plan Review

| | | |
|-----------------------------|--|------------------|
| <u>Submittal Documents:</u> | Site Development Plans..... | <i>May. 2023</i> |
| | Geotechnical Report..... | <i>Aug. 2022</i> |
| | Stormwater Management Report..... | <i>Apr. 2023</i> |
| | Stormwater Maintenance Agreement..... | <i>Aug. 2022</i> |
| | Traffic Impact Analysis (Revised)..... | <i>Sep. 2022</i> |
| | Water Distribution System Report..... | <i>Jun. 2022</i> |

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

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

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





Conditions for Approval:

1. A site plan shall be submitted to the City of Pooler, which includes the following modifications:
 - a. Per the City of Pooler Assistant Director of Public Works – The 8-inch diameter sewer line coming from the building shall not be tied into the grease trap's sampling manhole. Plans shall show this sewer line tying into the on-site system, at a location downstream of the sampling manhole.
 - b. Per the City of Pooler Fire Department – Remove the name of the private access drive that is currently identified as Hospitality Drive.
 - c. Per the City of Pooler Streets Superintendent – Provide stop signs located at all locations where stop bars are shown (all driveways and parking lot).
 - d. Per the City of Pooler Director of Planning and Development – Delineate the required 35-ft building setback. This setback shall be measured from the centerline of adjacent roads.
2. The City of Pooler shall be in receipt of the GSWCC Approval of the revised Erosion, Sedimentation, and Erosion Control Plans.

Contingencies for Project Close Out:

1. The proposed traffic improvements, as demonstrated in the plans, are designed to achieve the minimum standard traffic operations. These improvements are being permitted by two separate projects and both must be constructed and accepted by the City prior to close out. The applicable traffic improvements are as follows:
 - a. A westbound right turn deceleration lane on Blue Moon X'ing being permitted and constructed by 'Walk On's & Vet Center'.
 - b. A modification to the southbound approach at Half Moon Way & Blue Moon X'ing intersection is being proposed under this project (Towne Place Pooler). This modification includes a right turn lane and thru/left turn lane on the south bound approach to the intersection

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

Sincerely,

Trevor Shoemaker

Trevor Shoemaker

Project Manager

EOM

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



Site Map A



CITY OF POOLER
GEORGIA
A great place to Live, Work and Play

Project #230627 - Towne Place Pooler

06/07/2023

Parcels

Site Map B



AGENDA ITEM

Date: June 20, 2023

Subject: Acceptance of Maintenance Bond and Sidewalk
Performance Bond/Final Plat for Ellis Park, Phase 4

Background & Discussion:

This phase will consist of 64 lots on 19.34 acres. The Public Works Department completed the final inspection on May 15, 2023, and all punch list items have been addressed. Therefore, the developer has posted a maintenance bond in the amount of \$512,322.85 and a sidewalk performance bond in the amount of \$173,487.60 to record the plat.

Planning and Zoning Recommendation:

Planning and Zoning recommends posting of the maintenance and sidewalk performance bonds and approval of the final plat for Ellis Park, Phase 4.

Staff Recommendation:

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

RECEIVED

Pooler Subdivision Application

NB-1

230778

JUN 07 2023

ELLIS PARK PHASE 4 - FINAL PLAT

File # _____
Date Filed: 6/8/23

ZONING DEPARTMENT

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

Check all that apply:

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

General Information

Southwest Quarter Holdings LLC

- Owner or authorized agent: c/o Richard Phillips Phone: (912) 450-2300
- Property address: Charles Lane Pooler, Georgia 31322
- Mailing address: 100 Blue Moon Crossing, Suite 114 Pooler, Georgia 31322

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?
Yes If yes, please give date and action taken below:
 Date Jan. 19, 2021 Action taken: Ellis Park Phase 3, Construction Plans approved by Council
- 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).
Charles Lane Savannah Quarters Pooler, Georgia 31322
Southwest of Interstate 95 and Interstate 16 interchange
2. Legal description of property (name of subdivision, block and lot number, etc.) Attach extra sheet if necessary.
Portion of Parcel C, Easthaven Parcelization, Plat Book 51, Pg 608
Tract 12 of the Southwest Quadrant, Savannah Quarters
3. PIN # 5-1009-01-122
4. Total area of property in question (acres or square feet) 19.34 +/-
5. Existing land use (specify such as, grocery store, single family residence, vacant land, etc.)
Subdivision Infrastructure Under Construction
6. Desired land use of each parcel of property (specify as above)
Single-family residential lots

JUN 07 2013

Pooler Subdivision Application

(cont.)

ZONING DEPARTMENT

- 7. Attach a plat of the property where this subdivision is proposed to take effect. Said map shall indicate the properties in respect to the nearby public roads in common use. Include a list of all adjacent property owners. *(only for Minor or Major Subdivision)*
- 8. Describe the reasons for requesting the subdivision which would support the purposes of the zoning program. Provide quality housing in the City of Pooler

Submittal Requirements

- 4 Sets of Plans
 - Preliminary plan, refer to Appendix B, Section 702.
 - Final plat, refer to Appendix B, Section 703.
- A neighborhood grading and drainage plan is required for all subdivisions. (Amendment 10-03-06)
- List of adjacent property owners with correct mailing addresses. *(minor and major subdivision)*

Planning & Zoning Commission

- Approved Denied

Remarks:

_____ _____
 Date Planning & Zoning Administrator

Mayor and Council

- Approved Denied

Remarks:

_____ _____
 Date City Clerk

Recorded Plat

Date: _____ Book _____ Page (s) _____

THIS BLOCK RESERVED FOR THE CLERK
OF THE SUPERIOR COURT.



VIGNETTE MAP

THESE PLANS ARE HEREBY SUBMITTED TO THE CITY OF ATLANTA, GEORGIA, FOR REVIEW AND APPROVAL. THE APPLICANT, HUSSEY GAY BELL, HAS COMPLETED ALL NECESSARY PRELIMINARY WORK AND BELIEVES THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. THE APPLICANT REQUESTS THAT THE CITY OF ATLANTA APPROVE THESE PLANS AND ISSUE THE NECESSARY PERMITS FOR CONSTRUCTION. THE APPLICANT AGREES TO COMPLY WITH ALL CITY ORDINANCES AND REGULATIONS AND TO MAINTAIN THE NEIGHBORHOOD CHARACTER AND QUALITY OF LIFE. THE APPLICANT REQUESTS THAT THE CITY OF ATLANTA APPROVE THESE PLANS AND ISSUE THE NECESSARY PERMITS FOR CONSTRUCTION. THE APPLICANT AGREES TO COMPLY WITH ALL CITY ORDINANCES AND REGULATIONS AND TO MAINTAIN THE NEIGHBORHOOD CHARACTER AND QUALITY OF LIFE.

BENCHMARK #1 BENCH #E IN 24' OAK
BENCHMARK #2 - BENCH #E IN 8'x12' TWIN OAK
ELEVATION NAVD 88

| CDIST | CDIST | CDIST | CDIST | CDIST | CDIST | CDIST | CDIST |
|-------|-------|-------|-------|-------|-------|-------|-------|
| 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 |
| 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 |
| 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 |
| 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 |
| 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 |
| 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 |
| 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 |
| 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 |
| 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 |
| 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 |
| 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 |
| 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 |
| 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 |



| CDIST | CDIST | CDIST | CDIST | CDIST | CDIST | CDIST | CDIST |
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| 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 |
| 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 |
| 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 |
| 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 |
| 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 |
| 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 |
| 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 |
| 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 |
| 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 |
| 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 |
| 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 |
| 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 |
| 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 |

ELIS PARK - PHASE 4
BEING A PORTION OF PARCEL C, SOUTHWEST QUADRANT OF SAVANNAH QUARTERS, CITY OF POOLER, CHATHAM COUNTY, GEORGIA.
FOR SOUTHWEST QUARTERS HOLDINGS, LLC

HUSSEY GAY BELL
Established 1958
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / 791.234.4026

| | |
|------------------------------------|------------------|
| PREPARED BY: HUSSEY GAY BELL, INC. | DATE: 02/03/2023 |
| DESIGNED BY: HUSSEY GAY BELL, INC. | DATE: 02/03/2023 |
| ENGINEER: HUSSEY GAY BELL, INC. | DATE: 02/03/2023 |
| CHECKED BY: HUSSEY GAY BELL, INC. | DATE: 02/03/2023 |
| APPROVED BY: HUSSEY GAY BELL, INC. | DATE: 02/03/2023 |
| SCALE: 1"=20' | |

AS REQUIRED BY ORDINANCE 2019-07, SECTION 15-4-21, THE PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE CITY OF ATLANTA'S PLANNING AND ZONING COMMISSION. THE CITY OF ATLANTA'S PLANNING AND ZONING COMMISSION HAS REVIEWED THE PLAN AND HAS GRANTED A CONDITIONAL APPROVAL OF THE PLAN. THE APPLICANT AGREES TO COMPLY WITH ALL CITY ORDINANCES AND REGULATIONS AND TO MAINTAIN THE NEIGHBORHOOD CHARACTER AND QUALITY OF LIFE.

APPROVED BY THE PLANNING AND ZONING COMMISSION
DATE: []/ []/ []
CITY OF POOLER

COUNCIL MEMBER: []
COUNCIL MEMBER: []
COUNCIL MEMBER: []
COUNCIL MEMBER: []

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 15, 2023

Ellis IV,


The developers of Ellis Park Phase IV 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





April 21, 2023

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

Subject: Performance Bond Request/ Warranty Bond Request (4/12/2023)
Ellis Park Phase 4

Dear Ms. Dyer:

We have reviewed the request for Ellis Park Phase 4 – East Haven – Performance Bond and Warranty Bond as furnished by Hussey, Gay, Bell, specifically the Schedule of Values and Unit Costs for the required bonds.

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

Based on the calculations provided by Hussey, Gay, Bell, the cost of the remaining site work is \$115,658.40 which is correct. Therefore, the calculated value of the 150% Performance Bond of \$173,487.60 is correct.

For the Warranty Bond Request, the infrastructure being dedicated to the City of Pooler is as follows – Sanitary Sewer, Storm Drainage, Water, and Streets.

Based on the calculations provided by Hussey, Gay, Bell, the cost of the remaining site work is \$1,024,645.70, which is correct. Therefore, the calculated value of the 50% Warranty Bond of \$512,322.85 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

HUSSEY GAY BELL

Established 1958

April 12, 2023

Ms. Kimberly Classen
City of Pooler
100 Southwest Highway 80
Pooler, Georgia 31322

Mr. Trevor Shoemaker, P.E.
EOM Operations
480 Edsel Drive, Ste 100
Richmond Hill, Georgia 31324

RE: **ELLIS PARK PHASE 4 - EASTHAVEN**
Savannah Quarters

Construction of the referenced project is nearing completion, and we are preparing for the close-out and acceptance process. The roadway and drainage systems, and the water and sewer systems are public and will be owned and maintained by the City of Pooler. I am requesting approval of the proposed project warranty bond amount so that the bond documents can be drafted.

Enclosed is the Engineer's opinion of bond infrastructure costs based on the contractor's Bid Schedule showing unit costs associated with the applicable infrastructure. The construction cost for the above-listed infrastructure to be included in the warranty bond is \$1,024,645.70 as indicated on the enclosed worksheet. At the 50% warranty bonding rate required by the city, the proposed two-year warranty bond amount would be \$512,322.85.

Please review this request and let me know if you have any questions for approval.

Sincerely,
Hussey Gay Bell



Haydon Rollins

cc: Savannah Quarters

329 Commercial Drive • Savannah, Georgia 31406 • 912.354.4626 • husseygaybell.com

SAVANNAH • STATESBORO • ATLANTA • CHARLESTON • COLUMBIA • NASHVILLE

BONDING WORKSHEET (HGB) - 4/11/2023

Project: 301
Version: 8/01

Payment Schedule:
Contractor shall submit applications for Payment on the form below, as such may be amended from time to time, on the last day of each month for work performed during such month or any portion thereof. Applications for Payment must be submitted to Owner electronically at Accounting@Freeholdcm.com.

Exhibit G
Payment Schedule

Contractor: BBEL
Project: Ellis Park Phase 4
Application No.: 11
Application Date: 21-Mar
Billing Period: 21-Mar

Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for 1s and 1A-NITE, line items please enter percent complete to a fraction of 1, i.e. 50% would be .5. Where services are billed on a 1/6-NITE basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred. All invoices shall be submitted to: accounting@freeholdcm.com

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | |
|-----------------------|---------------|-----|---------------------------|----------|------|------------------------------|-----------|----------|-------------------------------|--------------------------|-----------|------------|-------------------------------|-----------|
| Job | Cost Code | No. | Service | Quantity | Unit | Original Contract Unit Price | Amount | Quantity | Total Previous Billing Amount | Current Billing Quantity | Amount | % Complete | Total Billed to Date Quantity | Amount |
| 501-PA45 | 12.10.110.015 | | Storm Drain & Catchment | 2 | EA | 3,500.00 | 7,000.00 | 2.00 | 7,000.00 | 2.00 | 7,000.00 | 100% | 2.00 | 7,000.00 |
| 501-PA45 | 12.20.210.010 | | Storm Drain | 192 | LF | 55.15 | 10,588.80 | 192.00 | 10,588.80 | 192.00 | 10,588.80 | 100% | 192.00 | 10,588.80 |
| 501-PA45 | 12.20.210.105 | | Storm Drain | 744 | LF | 69.35 | 51,596.40 | 744.00 | 51,596.40 | 744.00 | 51,596.40 | 100% | 744.00 | 51,596.40 |
| SANITARY SEWER | | | | | | | | | | | | | | |
| 501-PA45 | 12.10.110.015 | | Sanitary Sewer Main | 1 | EA | 11,000.00 | 11,000.00 | 1.00 | 11,000.00 | 1.00 | 11,000.00 | 100% | 1.00 | 11,000.00 |
| 501-PA45 | 12.10.110.065 | | 4" PVC Service Lateral | 2,884 | LF | 17.05 | 49,172.20 | 2,884.00 | 49,172.20 | 2,884.00 | 49,172.20 | 100% | 2,884.00 | 49,172.20 |
| 501-PA45 | 12.10.110.070 | | 8"x4" Service Wye | 64 | EA | 530.00 | 33,920.00 | 64.00 | 33,920.00 | 64.00 | 33,920.00 | 100% | 64.00 | 33,920.00 |
| 501-PA45 | 12.10.110.080 | | 8" PVC Sewer 6'-8" cut | 602 | LF | 42.35 | 25,494.70 | 602.00 | 25,494.70 | 602.00 | 25,494.70 | 100% | 602.00 | 25,494.70 |
| 501-PA45 | 12.10.110.085 | | 8" PVC Sewer 10'-12" cut | 280 | LF | 44.80 | 12,522.00 | 280.00 | 12,522.00 | 280.00 | 12,522.00 | 100% | 280.00 | 12,522.00 |
| 501-PA45 | 12.10.110.090 | | 8" PVC Sewer 12'-14" cut | 672 | LF | 47.50 | 31,920.00 | 672.00 | 31,920.00 | 672.00 | 31,920.00 | 100% | 672.00 | 31,920.00 |
| 501-PA45 | 12.10.110.135 | | 8" Dip Sewer Main | 40 | EA | 87.00 | 3,480.00 | 40.00 | 3,480.00 | 40.00 | 3,480.00 | 100% | 40.00 | 3,480.00 |
| 501-PA45 | 12.10.115.025 | | Manholes 48" 0'-6" Deep | 2 | EA | 2,750.00 | 5,510.00 | 2.00 | 5,510.00 | 2.00 | 5,510.00 | 100% | 2.00 | 5,510.00 |
| 501-PA45 | 12.10.115.030 | | Manholes 48" 8'-10" Deep | 1 | EA | 3,155.00 | 3,155.00 | 1.00 | 3,155.00 | 1.00 | 3,155.00 | 100% | 1.00 | 3,155.00 |
| 501-PA45 | 12.10.115.035 | | Manholes 48" 10'-12" Deep | 2 | EA | 3,395.00 | 6,790.00 | 2.00 | 6,790.00 | 2.00 | 6,790.00 | 100% | 2.00 | 6,790.00 |
| 501-PA45 | 12.10.115.040 | | Manholes 48" 12'-14" Deep | 4 | EA | 3,175.00 | 12,700.00 | 4.00 | 12,700.00 | 4.00 | 12,700.00 | 100% | 4.00 | 12,700.00 |
| 501-PA45 | 12.10.115.045 | | Manholes 48" 12'-14" Deep | 1 | EA | 4,165.00 | 4,165.00 | 1.00 | 4,165.00 | 1.00 | 4,165.00 | 100% | 1.00 | 4,165.00 |
| STORM DRAINAGE | | | | | | | | | | | | | | |
| 501-PA45 | 12.20.210.010 | | Storm Drain | 2 | EA | 3,500.00 | 7,000.00 | 2.00 | 7,000.00 | 2.00 | 7,000.00 | 100% | 2.00 | 7,000.00 |
| 501-PA45 | 12.20.210.100 | | Storm Drain | 192 | LF | 55.15 | 10,588.80 | 192.00 | 10,588.80 | 192.00 | 10,588.80 | 100% | 192.00 | 10,588.80 |
| 501-PA45 | 12.20.210.105 | | Storm Drain | 744 | LF | 69.35 | 51,596.40 | 744.00 | 51,596.40 | 744.00 | 51,596.40 | 100% | 744.00 | 51,596.40 |

BONDING WORKSHEET (HGB) - 4/11/2023

Payment Schedule

BONDING WORKSHEET (HGB) - 4/12/2023

Print 50
Vendor Bill

| A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|----------------------------|---------------|-----|--------------------------------|----------|------|------------------------------|---------------|---------------------------------|-------------------------------|--------------------------|------------------------|------------|-----------------------------|
| Job | Cost Code | No. | Supplier | Quantity | Unit | Original Contract Unit Price | Amount | Total Previous Billing Quantity | Total Previous Billing Amount | Current Billing Quantity | Current Billing Amount | % Complete | Total Billed to Date Amount |
| 501-PA45 | 12.20.210.110 | | 30" RCP Storm Drain | 696 | LF | 92.50 | \$ 64,380.00 | 696.00 | \$ 64,380.00 | | | 100% | 696.00 \$ 64,380.00 |
| 501-PA45 | 12.20.225.005 | | Gurd Inlet - Roll Over CB | 14 | EA | 5,960.00 | \$ 83,160.00 | 14.00 | \$ 83,160.00 | | | 100% | 14.00 \$ 83,160.00 |
| 501-PA45 | 12.20.225.065 | | Storm Manhole | 2 | EA | 3,670.00 | \$ 7,340.00 | 2.00 | \$ 7,340.00 | | | 100% | 2.00 \$ 7,340.00 |
| DOMESTIC WATER | | | | | | | | | | | | | |
| 501-PA45 | 12.30.310.010 | | D/W-1 Service Lateral to 8" | 2 | EA | 3,850.00 | \$ 7,700.00 | 2.00 | \$ 7,700.00 | | | 100% | 2.00 \$ 7,700.00 |
| 501-PA45 | 12.30.310.025 | | D/W-8" Ductile Iron Water Main | 60 | LF | 50.10 | \$ 3,006.00 | 60.00 | \$ 3,006.00 | | | 100% | 60.00 \$ 3,006.00 |
| 501-PA45 | 12.30.310.105 | | D/W-8" PVC Water Main | 2,580 | LF | 38.00 | \$ 98,160.00 | 2,580.00 | \$ 98,160.00 | | | 100% | 2,580.00 \$ 98,160.00 |
| 501-PA45 | 12.30.310.175 | | 6" Fire Hydrant Lead | 100 | LF | 36.70 | \$ 3,670.00 | 100.00 | \$ 3,670.00 | | | 100% | 100.00 \$ 3,670.00 |
| 501-PA45 | 12.30.310.295 | | D/W-1 - HDPE Service Tubing | 2,600 | LF | 9.95 | \$ 23,530.00 | 2,600.00 | \$ 23,530.00 | | | 100% | 2,600.00 \$ 23,530.00 |
| 501-PA45 | 12.30.310.300 | | D/W-1 - Service Lateral to 8" | 64 | EA | 530.00 | \$ 33,920.00 | 64.00 | \$ 33,920.00 | | | 100% | 64.00 \$ 33,920.00 |
| STREET IMPROVEMENTS | | | | | | | | | | | | | |
| 501-PA45 | 12.30.315.015 | | D/W-8" Gate Valves | 9 | EA | 1,600.00 | \$ 14,400.00 | 9.00 | \$ 14,400.00 | | | 100% | 9.00 \$ 14,400.00 |
| 501-PA45 | 12.30.315.070 | | D/W-MISC Fittings | 1 | LS | 29,294.00 | \$ 29,294.00 | 1.00 | \$ 29,294.00 | | | 100% | 1.00 \$ 29,294.00 |
| 501-PA45 | 12.30.320.010 | | D/W- Fire Hydrants | 5 | EA | 4,130.00 | \$ 20,650.00 | 5.00 | \$ 20,650.00 | | | 100% | 5.00 \$ 20,650.00 |
| 501-PA45 | 12.30.320.055 | | Water Sampling Station | 1 | EA | 1,665.00 | \$ 1,665.00 | 1.00 | \$ 1,665.00 | | | 100% | 1.00 \$ 1,665.00 |
| Geo Fabric | | | | | | | | | | | | | |
| 501-PA45 | 12.40.410.040 | | 1.5" Asphalt Surface Course | 1,200 | SY | 5.00 | \$ 6,000.00 | 1,200.00 | \$ 6,000.00 | | | 100% | 1,200.00 \$ 6,000.00 |
| 501-PA45 | 12.40.415.015 | | 8" Aggregate Base | 6,920 | SY | 12.00 | \$ 83,040.00 | 6,920.00 | \$ 83,040.00 | | | 100% | 6,920.00 \$ 83,040.00 |
| 501-PA45 | 12.40.425.025 | | 18" Roll-over-Curb & Gutter | 6,920 | SY | 21.15 | \$ 146,358.00 | 6,920.00 | \$ 146,358.00 | | | 100% | 6,920.00 \$ 146,358.00 |
| 501-PA45 | 12.40.435.060 | | Concrete Flume | 4,770 | LF | 13.50 | \$ 64,395.00 | 4,770.00 | \$ 64,395.00 | | | 100% | 4,770.00 \$ 64,395.00 |
| 501-PA45 | 12.40.440.020 | | Handicap Ramp | 1 | EA | 885.00 | \$ 885.00 | 1.00 | \$ 885.00 | | | 100% | 1.00 \$ 885.00 |
| Other Structures | | | | | | | | | | | | | |
| 501-PA45 | 12.40.460.015 | | Thermo Stop Bars | 3 | EA | 1,100.00 | \$ 3,300.00 | 3.00 | \$ 3,300.00 | | | 0% | 3.00 \$ 3,300.00 |
| 501-PA45 | 12.40.460.020 | | Thermo Crosswalks | 6 | EA | 1,100.00 | \$ 6,600.00 | 6.00 | \$ 6,600.00 | | | 0% | 6.00 \$ 6,600.00 |
| 501-PA45 | 12.40.460.030 | | Easthaven Traffic Signs | 15 | EA | 450.00 | \$ 6,750.00 | 15.00 | \$ 6,750.00 | | | 0% | 15.00 \$ 6,750.00 |
| BID ALTERNATES | | | | | | | | | | | | | |

TOTAL COST OF WARRANTY INFRASTRUCTURE = \$1,024,645.70
 CITY OF POOLER WARRANTY BOND REQUIREMENT = 50%
 TOTAL WARRANTY BOND AMOUNT = \$512,322.85



April 12, 2023

Ms. Kimberly Classen
City of Pooler
100 Southwest Highway 80
Pooler, Georgia 31322

Mr. Trevor Shoemaker, P.E.
EOM Operations
480 Edsel Drive, Ste 100
Richmond Hill, Georgia 31324

RE: **ELLIS PARK PHASE 4 - EASTHAVEN**
Savannah Quarters

Construction of the referenced project is nearing completion and we are preparing for close-out and acceptance. The Owner would like to use the sidewalk waiver option and provide a performance bond for completion of the sidewalks following home construction. I am requesting approval of the proposed sidewalk performance bond amount so that the bond documents can be drafted.

The sidewalks covered by the waiver are those with lot frontage, which totals 2022 square yards. At the \$57.20 per square yard unit cost from the contractor's bid schedule, the construction cost for the sidewalks included in the performance bond is \$115,658.40. At the 150% performance bonding rate required by the city, the proposed **sidewalk performance bond amount would be \$173,487.60.**

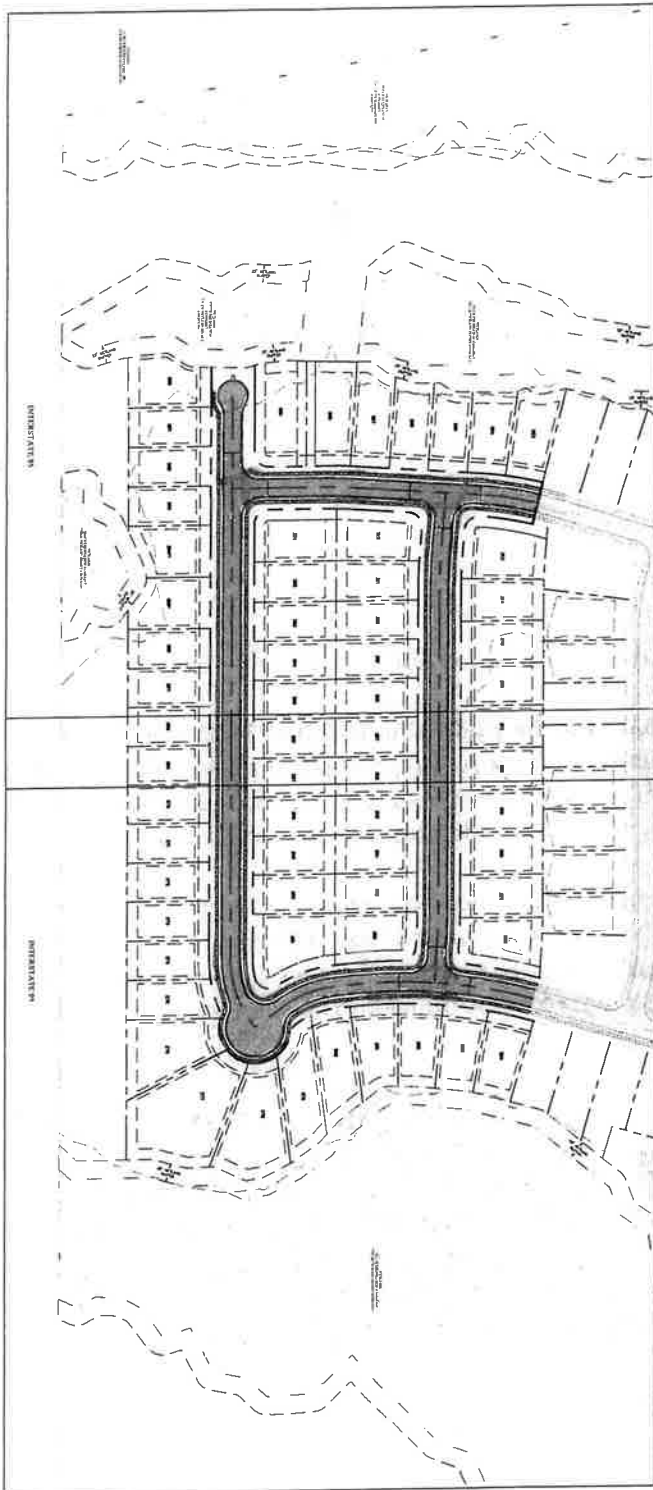
Please review this request and let me know if you have any questions for approval.

Sincerely,
Hussey Gay Bell

Haydon Rollins

cc: Savannah Quarters

TOTAL SIDEWALK: 18,200 SF = 2022 SY



NOTE: ALL ELEVATIONS ARE NAVD 1988.



| | | | | | |
|--|--|---|--|--|--|
| | ELLIS PARK PHASE 4 SAVANNAH QUARTERS POOLER, GEORGIA FOR SOUTHWEST QUARTER HOLDINGS LLC OVERALL STAKING & TRAFFIC CONTROL PLAN | REVISIONS GENERAL REVISION 8/25/2011 GENERAL REVISION 11/27/2011 GENERAL REVISION 12/27/2011 | HUSSEY GAY BELL <i>Established 1958</i> 329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626 | | |
| | SCALE: 1" = 40' DATE: JANUARY 15, 2012 JOB NO. 11010002 | PROJECT NO. 11010002 | | | |

Bond No.: 1001191166

Premium: \$2,349.00/Two Year Term

Principal Amount: \$512,322.85

MAINTENANCE AND WARRANTY BOND

Project: Ellis Park, Phase 4 - Easthaven

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322, as Principal, hereinafter called "CONTRACTOR," and U.S. Speciality Insurance Company as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of Texas, and authorized to do business in the State of Georgia, are held and firmly bound unto the City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the sum of Five Hundred Twelve Thousand Three Hundred *Dollars (\$512,322.85) 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: *Twenty-Two & 85/100ths

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: Ellis Park, Phase 4 - Easthaven 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 Twenty-Four (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 Obligee, Obligee shall then notify Surety in writing of the defect(s) who may, within thirty (30) days from the date of notice from Obligee,

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

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

This Bond shall automatically renew unless released by Obligee 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 Obligee.

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 Obligee 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 Obligee, 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.

1001191166, this 1st day of June, 2023

(SEAL)
ATTEST


WITNESS AS TO CONTRACTOR


WITNESS AS TO CONTRACTOR

CONTRACTOR
Southwest Quarter Holdings LLC


CONTRACTOR - Signature

JESSE B. BAKER
(Print Name)

By: AUTHORIZED SIGNATORY
Title

(SEAL)
ATTEST

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

U.S. Speciality Insurance Company
SURETY (Print Company Name)

26 Plaza Square, Suite 200, Orange, CA 92866
Business Address

By: _____
Authorized Signature

(Print Name)

OR

(SEAL)
ATTEST


WITNESS AS TO AGENT

Cathy S. Kennedy
WITNESS AS TO AGENT

SURETY'S AGENT

By: Cheryl L. Thomas
As Attorney in Fact (Attached Power)

Cheryl L. Thomas
(Print Name)

OK07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On June 1, 2023 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by
~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001191166
(Title or description of attached document)

U.S. Specialty Insurance Company
(Title or description of attached document continued)

Number of Pages 3 Document Date 6/1/23

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi,
Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (**75,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



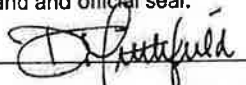
By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of June, 2023.

Corporate Seals
Bond No. 1001191166
Agency No. 16590




Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information

Bond No. 7901134553

Principal Amount: \$173,487.60

SIDEWALK PERFORMANCE BOND

Project: Ellis Park Phase 4

City of Pooler Permit No.: (if applicable)

Project Location:

KNOW ALL MEN BY THESE PRESENTS

That D.R. Horton, Inc., registered business address of 30 Silver Lake Road, Bluffton, SC 29909; as Principal, hereinafter called "PRINCIPAL," and Nationwide Mutual Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 1100 Locust Street, Dept. 2006, Des Moines, IA 50391-2006, a Surety insurer, chartered and existing under the laws of the State of Ohio, 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 One Hundred Seventy Three Thousand Four Hundred Eighty Seven and 00/100 Dollars (\$173,487.60), 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: Sidewalks. 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.

[SPACE INTENTIONALLY LEFT BLANK]

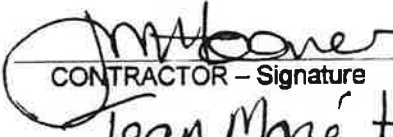
[SIGNATURE PAGE FOLLOWS]

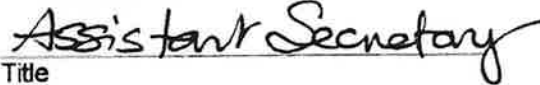
IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No. 7901134553, this 31st day of May, 2023.

(SEAL)
ATTEST:

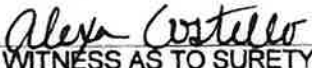


WITNESS AS TO CONTRACTOR

WITNESS AS TO CONTRACTOR

CONTRACTOR


CONTRACTOR - Signature
Jean Marie Hoover
(Print Name)


By: 
Title

(SEAL)
ATTEST:


WITNESS AS TO SURETY Alexa Costello

WITNESS AS TO SURETY Diane Rubright

COMPANY NAME

Nationwide Mutual Insurance Company
SURETY (Print Company Name)
1100 Locust Street, Dept. 2006
Des Moines, IA 50391-2006
Business Address

By: 
Authorized Signature
James I. Moore, 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

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JAMES I MOORE, STEPHEN T KAZMER, DAWN L MORGAN, MELISSA SCHMIDT, AMY WICKETT, KELLY A GARDNER, JENNIFER J MCCOMB, TARISE M PISCIOFFO, DIANE M RUBRIGHT, MARTIN MOSS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. DeLo
Notary Public, State of New York
No. 02065126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. DeLo]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of May 2023

[Handwritten signature of Laura B. Guy]


Assistant Secretary

State of Illinois }
 } ss.
County of DuPage }

On May 31, 2023, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Nationwide Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025



Sinem Nava, Notary Public



Commission No. 859777

AGENDA ITEM

Date: June 20, 2023

Subject: Acceptance of Maintenance Bond and Sidewalk
Performance Bond/Final Plat for Telfair Park, Ph. 2

Background & Discussion:

This phase will consist of 37 lots on 10.76 acres. The Public Works Department completed a final inspection on May 15, 2023 and all punch list items have been addressed. Therefore, the developer has posted a maintenance bond in the amount of \$248,722.50 and a sidewalk performance bond in the amount of \$69,154.80 to record the plat.

Planning and Zoning Recommendation:

Planning and Zoning recommends posting of the maintenance and sidewalk performance bonds and approval of the final plat for Telfair Park, Phase 2.

Staff Recommendation:

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

RECEIVED

JUN 07 2023

Pooler Subdivision Application

TELFAIR PARK PHASE 2 FINAL PLAT

File # 230778
Date Filed: 6/8/23

ZONING DEPARTMENT

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

Check all that apply:

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

General Information

- Owner or authorized agent: Southwest Quarter Holdings, LLC Phone: (912) 450-2300
- Property address: Easthaven Blvd. (at end)
- Mailing address: 100 Blue Moon Crossing, Ste 114, Pooler, GA 31322

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?
Yes If yes, please give date and action taken below:
Date Feb 1, 2021 Action taken: Telfair Park Construction Plans Approved
- 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).
Easthaven Blvd. (at end)
2. Legal description of property (name of subdivision, block and lot number, etc.) Attach extra sheet if necessary.
Area D Easthaven, parcelization subdivision plat of Tract 12, Southwest Quadrant, Savannah Quarters
3. PIN # 5-1009-01-121
4. Total area of property in question (acres or square feet) 10.76 acres
5. Existing land use (specify such as, grocery store, single family residence, vacant land, etc.)
vacant land/undeveloped/wooded
6. Desired land use of each parcel of property (specify as above)
single family residential

RECEIVED

MAR 07 2023

Pooler Subdivision Application

(cont.)

ZONING DEPARTMENT

7. Attach a plat of the property where this subdivision is proposed to take effect. Said map shall indicate the properties in respect to the nearby public roads in common use. Include a list of all adjacent property owners. *(only for Minor or Major Subdivision)*
8. Describe the reasons for requesting the subdivision which would support the purposes of the zoning program. To provide quality housing in the City if Pooler

Submittal Requirements

- 4 Sets of Plans
 - Preliminary plan, refer to Appendix B, Section 702.
 - Final plat, refer to Appendix B, Section 703.
- A neighborhood grading and drainage plan is required for all subdivisions. (Amendment 10-03-06)
- List of adjacent property owners with correct mailing addresses. *(minor and major subdivision)*

Planning & Zoning Commission

Approved

Denied

Remarks:

Date _____

Planning & Zoning Administrator

Mayor and Council

Approved

Denied

Remarks:

Date _____

City Clerk

Recorded Plat

Date: _____ Book _____ Page (s) _____

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



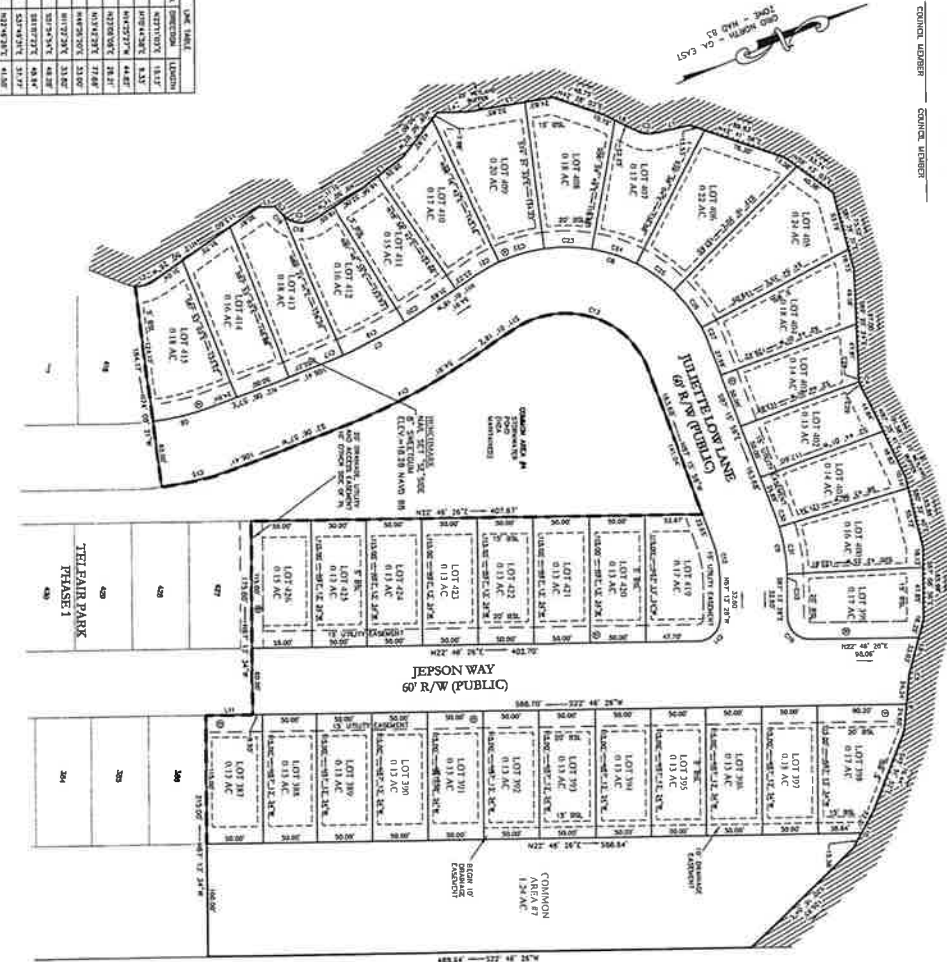
APPROVED BY THE PLANNING AND ZONING COMMISSION DATE: _____
 APPROVED BY THE MAYOR AND COUNCIL DATE: _____
 COUNCIL MEMBER: _____
 COUNCIL MEMBER: _____
 COUNCIL MEMBER: _____
 COUNCIL MEMBER: _____

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Pooler, Georgia, this _____ day of _____, 2016.
 MAYOR: _____
 DATE: _____
 COUNCIL MEMBER: _____
 COUNCIL MEMBER: _____
 COUNCIL MEMBER: _____
 COUNCIL MEMBER: _____

PREPARED BY: HUSSEY GAY BELL
 320 COMMERCIAL DRIVE, SAVANNAH, GA 31406
 TEL: 912.436.4626
 FAX: 912.436.4627
 WWW.HUSSEYGAYBELL.COM

| LOT NO. | ACRES | OWNER | LOT NO. | ACRES | OWNER |
|---------|-------|-------|---------|-------|-------|
| 1 | 0.13 | ... | 101 | 0.13 | ... |
| 2 | 0.13 | ... | 102 | 0.13 | ... |
| 3 | 0.13 | ... | 103 | 0.13 | ... |
| 4 | 0.13 | ... | 104 | 0.13 | ... |
| 5 | 0.13 | ... | 105 | 0.13 | ... |
| 6 | 0.13 | ... | 106 | 0.13 | ... |
| 7 | 0.13 | ... | 107 | 0.13 | ... |
| 8 | 0.13 | ... | 108 | 0.13 | ... |
| 9 | 0.13 | ... | 109 | 0.13 | ... |
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| 92 | 0.13 | ... | 192 | 0.13 | ... |
| 93 | 0.13 | ... | 193 | 0.13 | ... |
| 94 | 0.13 | ... | 194 | 0.13 | ... |
| 95 | 0.13 | ... | 195 | 0.13 | ... |
| 96 | 0.13 | ... | 196 | 0.13 | ... |
| 97 | 0.13 | ... | 197 | 0.13 | ... |
| 98 | 0.13 | ... | 198 | 0.13 | ... |
| 99 | 0.13 | ... | 199 | 0.13 | ... |
| 100 | 0.13 | ... | 200 | 0.13 | ... |

| LOT NO. | ACRES | OWNER | LOT NO. | ACRES | OWNER |
|---------|-------|-------|---------|-------|-------|
| 101 | 0.13 | ... | 201 | 0.13 | ... |
| 102 | 0.13 | ... | 202 | 0.13 | ... |
| 103 | 0.13 | ... | 203 | 0.13 | ... |
| 104 | 0.13 | ... | 204 | 0.13 | ... |
| 105 | 0.13 | ... | 205 | 0.13 | ... |
| 106 | 0.13 | ... | 206 | 0.13 | ... |
| 107 | 0.13 | ... | 207 | 0.13 | ... |
| 108 | 0.13 | ... | 208 | 0.13 | ... |
| 109 | 0.13 | ... | 209 | 0.13 | ... |
| 110 | 0.13 | ... | 210 | 0.13 | ... |
| 111 | 0.13 | ... | 211 | 0.13 | ... |
| 112 | 0.13 | ... | 212 | 0.13 | ... |
| 113 | 0.13 | ... | 213 | 0.13 | ... |
| 114 | 0.13 | ... | 214 | 0.13 | ... |
| 115 | 0.13 | ... | 215 | 0.13 | ... |
| 116 | 0.13 | ... | 216 | 0.13 | ... |
| 117 | 0.13 | ... | 217 | 0.13 | ... |
| 118 | 0.13 | ... | 218 | 0.13 | ... |
| 119 | 0.13 | ... | 219 | 0.13 | ... |
| 120 | 0.13 | ... | 220 | 0.13 | ... |
| 121 | 0.13 | ... | 221 | 0.13 | ... |
| 122 | 0.13 | ... | 222 | 0.13 | ... |
| 123 | 0.13 | ... | 223 | 0.13 | ... |
| 124 | 0.13 | ... | 224 | 0.13 | ... |
| 125 | 0.13 | ... | 225 | 0.13 | ... |
| 126 | 0.13 | ... | 226 | 0.13 | ... |
| 127 | 0.13 | ... | 227 | 0.13 | ... |
| 128 | 0.13 | ... | 228 | 0.13 | ... |
| 129 | 0.13 | ... | 229 | 0.13 | ... |
| 130 | 0.13 | ... | 230 | 0.13 | ... |
| 131 | 0.13 | ... | 231 | 0.13 | ... |
| 132 | 0.13 | ... | 232 | 0.13 | ... |
| 133 | 0.13 | ... | 233 | 0.13 | ... |
| 134 | 0.13 | ... | 234 | 0.13 | ... |
| 135 | 0.13 | ... | 235 | 0.13 | ... |
| 136 | 0.13 | ... | 236 | 0.13 | ... |
| 137 | 0.13 | ... | 237 | 0.13 | ... |
| 138 | 0.13 | ... | 238 | 0.13 | ... |
| 139 | 0.13 | ... | 239 | 0.13 | ... |
| 140 | 0.13 | ... | 240 | 0.13 | ... |
| 141 | 0.13 | ... | 241 | 0.13 | ... |
| 142 | 0.13 | ... | 242 | 0.13 | ... |
| 143 | 0.13 | ... | 243 | 0.13 | ... |
| 144 | 0.13 | ... | 244 | 0.13 | ... |
| 145 | 0.13 | ... | 245 | 0.13 | ... |
| 146 | 0.13 | ... | 246 | 0.13 | ... |
| 147 | 0.13 | ... | 247 | 0.13 | ... |
| 148 | 0.13 | ... | 248 | 0.13 | ... |
| 149 | 0.13 | ... | 249 | 0.13 | ... |
| 150 | 0.13 | ... | 250 | 0.13 | ... |



INTERSTATE 95

JEPSON WAY 60' R/W (PUBLIC)

TELF AIR PARK PHASE 1

HUSSEY GAY BELL

Established 1958

320 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / 791.2354.4626

HUSSEY, GAY, BELL & BROWN, INC.

DEPARTMENT OF TRANSPORTATION

Asst. Director of Public Works – John Winn

Coordinator – Tarra Duff

Superintendents:

Streets - Shawn McNelly

Water- Mark Williams

Sewer – John Winn

Drainage – Chris Costa

Arborist – Mike Pavlis



Robert H Byrd Jr. - City Manager

Matt Saxon – Assistant City Manager

Craig Call- City Attorney

Ashley Brown – Chief of Police

CITY OF POOLER

Department of Public Works

1095 South Rogers Street, Pooler, Georgia 31322

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

May 15, 2023

Telfair Phase II,


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

Signed and Approved By:



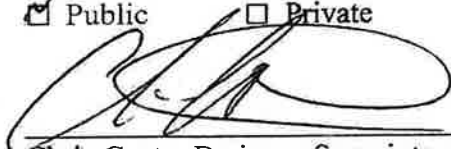
John Winn- Sewer Superintendent

Public Private



Mark Williams- Water Superintendent

Public Private



Chris Costa- Drainage Superintendent

Public Private



Shawn McNelly- Street Superintendent

Public Private

Tarra Duff
Public Works Coordinator





October 26th, 2022
CC: Liberto Chacon, P.E.
Hal Kraft, P.E.

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

Subject: Bond Request (10/13/2022)
Telfair Park - Phase 2
Warranty & Sidewalk Performance Bond

Dear Ms. Classen:

We have reviewed the requests for Telfair Park - Phase 2: Warranty & Sidewalk Performance Bonds, furnished by Hussey Gay Bell, specifically the Schedule of Values and Unit Cost for the required bonds.

For the Warranty Bond Request, the infrastructure being dedicated to the City of Pooler is as follows – Water Distribution System, Sanitary Sewer System, Roadway, Stormwater Conveyance. For the Performance Bond Request, the remaining infrastructure includes the Sidewalk.

Based on the calculations provided by Hal Kraft, P.E., with Hussy Gay Bell, the cost of the:

- Warranty Bond is \$497,445.00, thus a 50% Warranty Bond of \$248,722.50 is correct.
- Sidewalk Performance Bond is \$46,103.20, thus a 150% Performance Bond of \$69,154.80 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



HUSSEY GAY BELL
— Established 1958 —

October 14, 2022

Ms. Kimberly Classen
City of Pooler
100 Southwest Highway 80
Pooler, Georgia 31322

Mr. Trevor Shoemaker, P.E.
EOM Operations
480 Edsel Drive, Ste 100
Richmond Hill, Georgia 31324

RE: **TELFAIR PH 2 – (EASTHAVED AREA D)**
Savannah Quarters

Construction of the referenced project is nearing completion and we are preparing for the close-out and acceptance process. The roadway and drainage systems, and the water and sewer systems are public and will be owned and maintained by the City of Pooler. I am requesting approval of the proposed project warranty bond amount so that the bond documents can be drafted.

Enclosed is the Engineer's opinion of bond infrastructure costs based on the contractor's Bid Schedule showing unit costs associated with the applicable infrastructure. The construction cost for the above listed infrastructure to be included in the warranty bond is \$497,445.00 as indicated on the enclosed worksheet. At the 50% warranty bonding rate required by the City, the proposed **two-year warranty bond amount would be \$248,722.50.**

Please review this request and let me know if you have any questions for approval.

Sincerely,
Hussey Gay Bell

Hal Kraft

Hal Kraft, P.E.

cc: Savannah Quarters

HUSSEY GAY BELL

— Established 1958 —

October 14, 2022

Ms. Kimberly Classen
City of Pooler
100 Southwest Highway 80
Pooler, Georgia 31322

Mr. Trevor Shoemaker, P.E.
EOM Operations
480 Edsel Drive, Ste 100
Richmond Hill, Georgia 31324

RE: **TELFAIR PH 2 – (EASTHAVED AREA D)**
Savannah Quarters

Construction of the referenced project is nearing completion and we are preparing for close-out and acceptance. The Owner would like to use the sidewalk waiver option and provide a performance bond for completion of the sidewalks following home construction. I am requesting approval of the proposed sidewalk performance bond amount so that the bond documents can be drafted.

The sidewalks covered by the waiver are those with lot frontage, which totals 806 square yards. At the \$57.20 per square yard unit cost from the contractor's bid schedule, the construction cost for the sidewalks included in the performance bond is \$46,103.20. At the 150% performance bonding rate required by the City, the proposed **sidewalk performance bond amount would be \$69,154.80.**

Please review this request and let me know if you have any questions for approval.

Sincerely,
Hussey Gay Bell

Hal Kraft

Hal Kraft, P.E.

cc: Savannah Quarters

BONDING WORKSHEET (HGB) - 10/14/22

Schedule of Values

Client: Savannah Quarters

Project: Telfair Park PH 2

Date: February 2, 2022

No. of Lots: 37

| SQ Cost Code | Description | Estim. Qty. | Unit Price | Total Price |
|--------------------------------|---|-------------|------------|-------------|
| SITE PREP & GRADING | | | | |
| 12.01.015.000 | Site Prep & Gen Mobilization | | | |
| 12.01.015.010 | Site Con - Mobilization | 1 | 4,200.00 | 4,200.00 |
| 12.01.015.015 | Site Con - GPS, Staking | 1 | 2,500.00 | 2,500.00 |
| 12.01.015.020 | Site Con - Asbuilts | 1 | 3,500.00 | 3,500.00 |
| 12.01.015.025 | Site Con - Materials & Compaction Testing for Roads | 1 | 2,730.00 | 2,730.00 |
| TBD | Site Con - Soils Testing for Pads | 37 | 125.00 | 4,625.00 |
| 12.01.020.000 | Demolition & Removal | | | |
| 12.01.020.015 | Saw Cut Pavement For Tie In | 54 | 3.50 | 189.00 |
| 12.01.025.000 | Grading Preparation | | | |
| 12.01.025.010 | Clearing & Grubbing w/Burn on site with Air Curtain Burner | | | 0.00 |
| 12.01.040.000 | Earthwork | | | |
| 12.01.040.005 | On site cuts - Place & Compact for General Site | | | 0.00 |
| 12.01.040.010 | On site cuts - Place & Compact for Pads THIS IS FOR MIX/BLEND SELECT IMPORT WITH ONSITE AND PLACE AND COMPACT ON PADS | | | 0.00 |
| | DIRT SWAP STOCKPILED MATERIAL INTO PROJECT AS FILL | | | 0.00 |
| 12.01.040.015 | Import Fill - Place & Compact for Pads | | | 0.00 |
| TBD | Import Fill - Place & Compact for Roads | | | 0.00 |
| TBD | Import Fill - Place & Compact for General Site | | | 0.00 |
| TBD | Pond Excavation - Place & Compact For General Site | | | 0.00 |
| TBD | Pond Excavation - Place & Compact For Pads | | | 0.00 |
| TBD | Place and Compact General Fill from Cuts | | | 0.00 |
| 12.01.040.045 | Dress Pond Slope | | | 0.00 |
| 12.01.040.050 | Strip & Stockpile Topsoil | | | 0.00 |
| 12.01.040.055 | Respread Topsoil | 2,539 | 3.00 | 7,617.00 |
| 12.01.050.000 | Finish Grading | | | |
| 12.01.050.005 | Fine Grade Sub-Grade for Curb | 2,815 | 2.25 | 6,333.75 |
| 12.01.050.010 | Dress Behind Curb | 2,815 | 2.00 | 5,630.00 |
| 12.01.050.015 | Fine Grade Road Sub-Grade | 3,785 | 2.45 | 9,273.25 |
| 12.01.050.020 | Fine Grade GABC & Paving Prep | 3,785 | 2.45 | 9,273.25 |
| 12.01.050.025 | Fine Grade and Final Grade Lots & Common Areas for Grassing - Combined 2 items into 1 - per Haydon | 33,835 | 1.00 | 33,835.00 |
| 12.01.065.000 | Erosion Control | | | |
| 12.01.065.015 | Construction Entrance - Install and Maintain | 1 | 1,650.00 | 1,650.00 |
| 12.01.065.035 | Silt Fence - Sd1-NS (TP-A) Single Row | | | 0.00 |
| 12.01.065.040 | Silt Fence - Sd1-S (TP-C) Double Row | | | 0.00 |

| | | | | | |
|---------------|---|--------------|---------------|----------|-------------------|
| 12.01.065.055 | Inlet Protection - Before Paving | 6 | EA | 125.00 | 750.00 |
| 12.01.065.060 | Inlet Protection - After Paving | 6 | EA | 100.00 | 600.00 |
| 12.01.065.075 | Grassing - Stabilized | 33,835 | SY | 0.45 | 15,225.75 |
| 12.01.065.080 | Rip Rap | 20 | SY | 100.00 | 2,000.00 |
| 12.01.065.085 | NPDES Monitoring (per Month) | 3 | MO | 1,210.00 | 3,630.00 |

SITE PREP AND GRADING SUBTOTAL

~~\$113,562.00~~

| SQ Cost Code | Description | Estim. Qty. | Unit Price | Total Price |
|------------------------------|---|------------------|---------------|----------------------|
| SANITARY SEWER SYSTEM | | | | |
| 12.10.110.000 | Sanitary Sewer Pipe | | | |
| 12.10.110.015 | Connect Extg Sewer Main 6-8 | 1 | EA | 4,500.00 |
| 12.10.110.020 | Connect Extg Sewer Main 8-10 | 1 | EA | 4,850.00 |
| 12.10.110.065 | 4" PVC Service Lateral | 1,400 | LF | 23,520.00 |
| 12.10.110.080 | 8" PVC Sewer 6'-8' cut | 1,064 | LF | 44,688.00 |
| 12.10.110.085 | 8" PVC Sewer 8'-10' cut | 182 | LF | 8,008.00 |
| 12.10.110.175 | Sewer Service Connections | 37 | EA | 19,610.00 |
| 12.10.115.000 | Sewer - Manholes | | | |
| 12.10.115.030 | Manholes 48" 6'-8' Deep | 6 | EA | 18,600.00 |
| 12.10.130.000 | Sewer - Miscellaneous | | | |
| 12.10.130.025 | Select Sand Backfill | 648 | CY | 11,016.00 |
| 12.10.130.040 | #57 Stone | 69 | CY | 5,589.00 |
| 12.10.130.045 | TV Test - Laterals | 1,400 | LF | 3,360.00 |
| 12.10.130.050 | Mandrel & Air - Test - Main/MH | 1,246 | LF | 2,192.96 |

SEWER SYSTEM SUBTOTAL

~~\$145,933.96~~

\$123,776.00

| SQ Cost Code | Description | Estim. Qty. | Unit Price | Total Price |
|-----------------------|--|-------------|------------|---------------------|
| STORM DRAINAGE | | | | |
| 12.20.210.000 | Drainage Pipe | | | |
| 12.20.210.100 | 18" RCP Storm Drain | 184 | LF | 9,402.40 |
| 12.20.210.105 | 24" RCP Storm Drain | 256 | LF | 16,281.60 |
| 12.20.210.410 | Storm Test, Clean, Inspect | 1 | LS | 4,500.00 |
| 12.20.225.000 | Storm Drain Concrete Structures | | | |
| 12.20.225.005 | Curb Inlet - Roll Over CB w/50lf 6" SGD each way | 6 | EA | 34,500.00 |
| 12.20.225.175 | Pond Pump Down | 1 | LS | 4,500.00 |
| 12.20.235.000 | Storm Drain Miscellaneous - remove plug and connect | 1 | | 1,000.00 |
| 12.20.235.095 | Storm Drain - General - select backfill | 1 | LS | 6,405.00 |

STORM DRAINAGE SUBTOTAL

~~\$76,589.00~~

\$61,184.00

| SQ Cost Code | Description | Estim. Qty. | Unit Price | Total Price |
|-----------------------|--|-------------|--------------|---------------------|
| DOMESTIC WATER | | | | |
| 12.30.310.000 | D/W - Waterline Pipe | | | |
| 12.30.310.010 | D/W-Connect Extg 8" Water Main at Point Provided | 2 | EA 3,850.00 | 7,700.00 |
| 12.30.310.105 | D/W-8" PVC Water Main | 1,440 | LF 38.00 | 54,720.00 |
| 12.30.310.175 | 6" Fire Hydrant Lead | 60 | LF 36.50 | 2,190.00 |
| 12.30.310.295 | D/W-1" HDPE Service Lateral | 1,400 | LF 8.70 | 12,180.00 |
| 12.30.310.300 | D/W-1" Service Lateral to 8" | 37 | EA 525.00 | 19,425.00 |
| 12.30.310.335 | Test & Chlorinate | 1 | LS 4,500.00 | 4,500.00 |
| 12.30.315.000 | D/W - Valves & Fittings | | | |
| 12.30.315.015 | D/W- 8" Gate Valve & Valve Box | 5 | EA 1,600.00 | 8,000.00 |
| 12.30.315.070 | D/W-MISC Fittings | 1 | LS 21,789.50 | 21,789.50 |
| 12.30.320.000 | D/W - Waterline Appurtances | | | |
| 12.30.320.010 | D/W-Fire Hydrants w/6" Valve & Valve Box | 3 | EA 4,130.00 | 12,390.00 |
| 12.30.345.000 | Domestic Water Misc. | | | |
| 12.30.345.030 | D/W - Select Backfill | 150 | CY 17.00 | 2,550.00 |

DOMESTIC WATER SUBTOTAL

~~-\$145,444.50-~~

\$138,394.50

| SQ Cost Code | Description | Estim. Qty. | Unit Price | Total Price |
|----------------------------|--|-------------|-------------|-------------------|
| STREET IMPROVEMENTS | | | | |
| 12.40.410.000 | Pavement | | | |
| 12.40.410.035 | GAB Temp Turnaround | | SY | 0.00 |
| TBD | Petromat Fabric Underlayment at Intersection | 400 | SY 5.00 | 2,000.00 |
| 12.40.415.000 | Asphalt (AC) | | | |
| 12.40.415.015 | 1.5" Asphalt Surface Course | 3,785 | SY 11.80 | 44,663.00 |
| 12.40.425.000 | Aggregate Base (AB) | | | |
| 12.40.425.025 | 8" Graded Aggregate Base Course | 3,785 | SY 21.00 | 79,485.00 |
| 12.40.435.000 | Curb & Gutter | | | |
| 12.40.435.005 | 18" Rollover Curb & Gutter | 2,815 | LF 13.50 | 38,002.50 |
| TBD | 18" Standard (Vertical) Curb & Gutter | | LF | 0.00 |
| TBD | Concrete Flume - Includes Grading for Flume | 1 | EA 825.00 | 825.00 |
| 12.40.440.000 | Sidewalk | | | |
| 12.40.440.010 | 4" Sidewalk (non-lot areas only) | | SY 57.20 | 0.00 |
| 12.40.440.015 | Fine Grade for Sidewalk | | SY 6.30 | 0.00 |
| 12.40.440.020 | Handicap Ramp Including 15' of Sidewalk on Each Side of HC Ramp Per New Pooler Specs | 3 | EA 1,875.00 | 5,625.00 |
| 12.40.440.025 | Fine Grade for H/C Ramp | 3 | EA 150.00 | 450.00 |
| 12.40.460.000 | ST Signage - Striping - Facilities | | | |
| 12.40.460.015 | Thermo Stop Bars and Stop Signs | 1 | EA 850.00 | 850.00 |
| 12.40.460.020 | Thermo Crosswalks | 2 | EA 1,100.00 | 2,200.00 |
| 12.40.460.030 | Easthaven Traffic Signs | 2 | EA 220.00 | 440.00 |

STREET IMPROVEMENTS SUBTOTAL

| |
|--------------------------|
| -\$174,540.50 |
| \$174,090.50 |

ALTERNATES (Not Included in Bid Total)

| | | | | | |
|---------------|--|-----------------|----|-------|-----------------------|
| 12.40.460.080 | 4" Sch 40 PVC Irrigation/Utility Conduit | 2240 | LF | 10.00 | -22,400.00 |
| TBD | 2" Sch 40 PVC Irrigation/Utility Conduit | 1 | LF | 8.00 | |

SITE PREP AND GRADING

| |
|---|
| -\$113,562.00 |
| SANITARY SEWERS \$123,776.00 -\$145,933.96 |
| STORM DRAINAGE \$61,184.00 -\$76,589.00 |
| DOMESTIC WATERS \$138,394.50 -\$145,444.50 |
| STREET IMPROVEMENTS \$174,090.50 -\$174,540.50 |

\$497,445.00

TOTAL WITHOUT ALTERNATES

| |
|-------------------------|
| \$656,069.96 |
|-------------------------|

TOTAL PER LOT WITHOUT ALTERNATES

| |
|------------------------|
| \$17,731.62 |
|------------------------|

| |
|---|
| <p>TOTAL COST OF WARRANTY INFRASTRUCTURE = \$497,445.00 CITY OF POOLER WARRANTY BOND REQUIREMENT = 50%</p> <p>TOTAL WARRANTY BOND AMOUNT = \$497,445.00 X 0.50 = \$248,722.50</p> |
|---|

Bond No. 1001191167

Premium: \$1,170.00/Two Year Term
Principal Amount: \$248,722.50

MAINTENANCE AND WARRANTY BOND

Project: Telfair, Phase 2 (Easthaven Area D)

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "CONTRACTOR," and U.S. Speciality Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of Texas, and authorized to do business in the State of Georgia, are held and firmly bound unto the City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322. (912) 748-7261, herein called the "OBLIGEE," in the sum of Two Hundred Forty-Eight Thousand Seven * _____ Dollars (\$248,722.50) 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: *Hundred Twenty-Two & 50/100

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: Telfair, Phase 2 (Easthaven Area D) 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 Twenty-Four (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.

1001191167, this 16th day of May, 2023

(SEAL)

ATTEST

Brigitte Boulter
WITNESS AS TO CONTRACTOR

Dunk
WITNESS AS TO CONTRACTOR

CONTRACTOR
Southwest Quarter Holdings LLC
a Delaware limited liability company,

JRB
CONTRACTOR - Signature

Jesse R. Baker
(Print Name)

By Authorized Signatory
Title

(SEAL)

ATTEST

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

U.S. Speciality Insurance Company
SURETY (Print Company Name)

26 Plaza Square, Suite 200, Orange, CA 92866
Business Address

By _____
Authorized Signature

(Print Name)

OR

(SEAL)

ATTEST:

Wrenetta Walker
WITNESS AS TO AGENT

Wrenetta Walker
WITNESS AS TO AGENT

SURETY'S AGENT

By *Cathy S. Kennedy*
As Attorney in Fact (Attached Power)

Cathy S. Kennedy
(Print Name)

0K07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On May 16, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

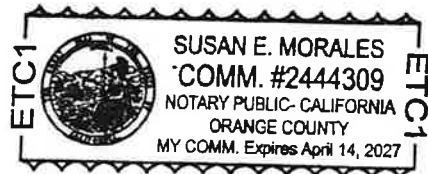
personally appeared Cathy S. Kennedy,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001191167
(Title or description of attached document)

U.S. Specialty Insurance Company
(Title or description of attached document continued)

Number of Pages 3 Document Date 5/16/23

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi,
Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (**75,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of May, 2023.

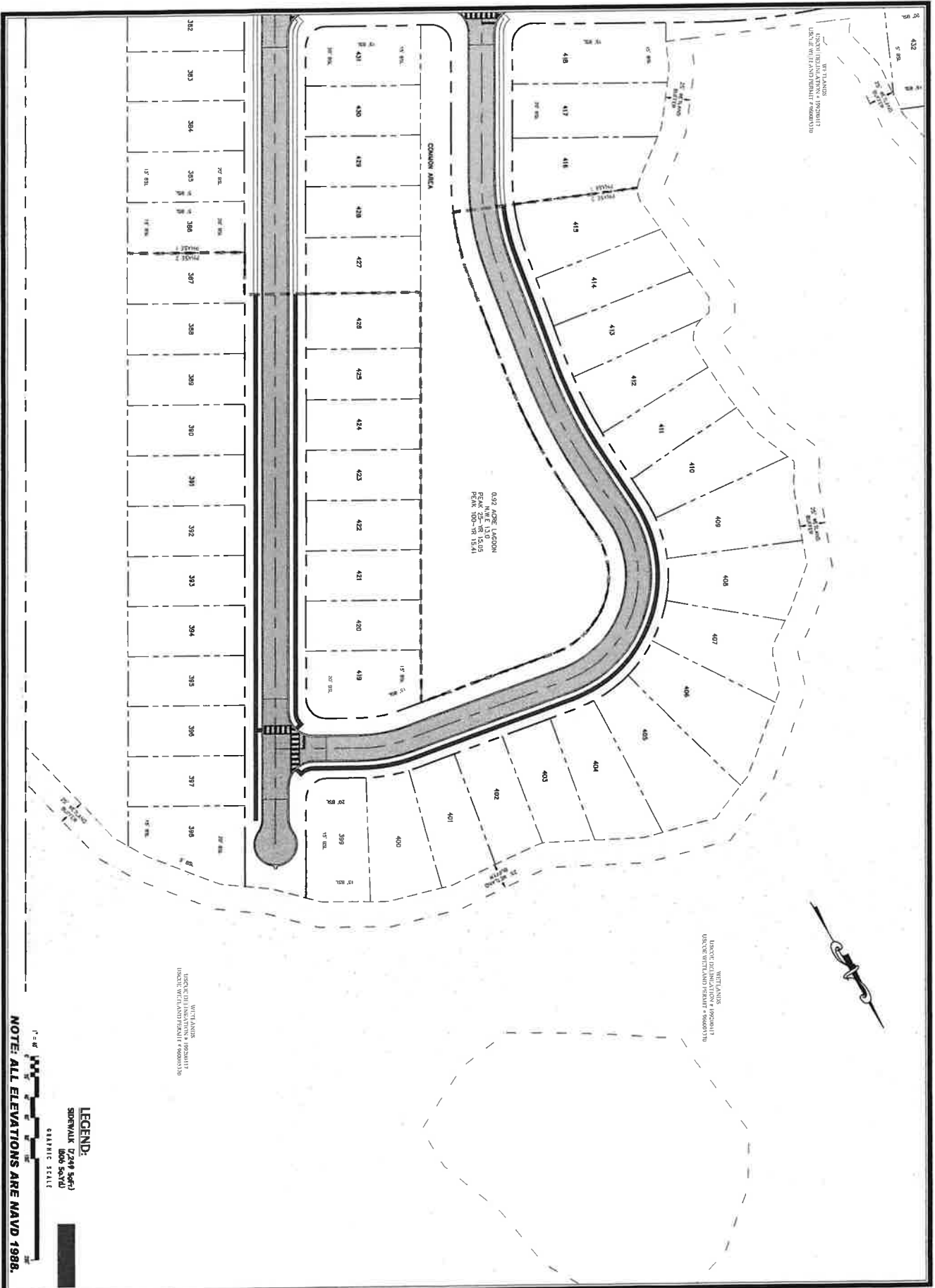
Corporate Seals
Bond No. 100191166
Agency No. 16590



[Signature]
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information



NOTE: ALL ELEVATIONS ARE NAVD 1988.

LEGEND:
 SIDEWALK (7/249 SWA)
 (806 SWA)
 GRAPHIC SCALE

| | | | | | |
|--|---|---|---|--|--|
| | TELFAIR PARK SAVANNAH QUARTERS POOLER, GEORGIA FOR SOUTHWEST QUARTER HOLDINGS LLC TELFAIR PH-2 CONCRETE SIDEWALK AREA EXHIBIT | REVISIONS: NO. DATE BY 1 11/18/2018 JLB 2 01/08/2019 JLB 3 03/08/2019 JLB | HUSSEY GAY BELL <i>Established 1958</i> 329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T: 912.354.4626 | | |
| | | DRAWING NUMBER: C17 | | | |

E:\Working\121244206 - Westboro Area K1\Cost Plan\Exhibit 201210114 - Telfair Ph2 Sidewalk Exhibit.dwg December 14, 2018 9:56 AM Plotted By J091 J. McNeil

Bond No.: 47SUR300214010621

Principal Amount: \$69,154.80

SIDEWALK PERFORMANCE BOND

Project: Telfair Park, Phase 2, Easthaven (Area "D")

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Clayton Properties Group, Inc dba Mungo Homes, registered business address of 441 Western Lane, Irmo, SC 29063; as Principal, hereinafter called "PRINCIPAL," and Berkshire Hathaway Specialty Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944, a Surety insurer, chartered and existing under the laws of the State of NE, 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 Sixty Nine Thousand One Hundred Fifty Four and 80/100 Dollars (\$ 69,154.80), 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: Telfair Park, Phase 2, Easthaven (Area "D"). 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.: 47SUR300214010621, this 25th day of May, 2023.

(SEAL)
ATTEST:

[Signature]
WITNESS AS TO CONTRACTOR

[Signature]
WITNESS AS TO CONTRACTOR



(SEAL)
ATTEST:

[Signature]
WITNESS AS TO SURETY Steven Wulff

[Signature]
WITNESS AS TO SURETY John P. Harney

CONTRACTOR
Clayton Properties Group, Inc. dba Mungo Homes

[Signature]
CONTRACTOR - Signature

CHRISTOPHER S. BARRETT
(Print Name)

ASSISTANT SECRETARY
Title

COMPANY NAME

Berkshire Hathaway Specialty Insurance Company
SURETY (Print Company Name)

1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
Business Address

By: [Signature]
Authorized Signature

Josefina Rojo, 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

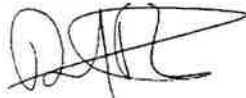
Agent's Name

Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Josefina Rojo, John P. Harney, Jacquelyn Norstrom, Haley Anderson, Matthew Labno, 353 N. Clark Street of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

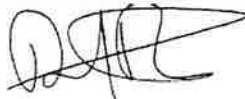
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,



By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**



By: _____
David Fields, Vice President

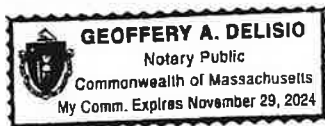


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]




Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. **IN TESTIMONY WHEREOF**, see hereunto affixed the seals of said Companies this May 25, 2023.




Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Ralph.Tortorella@bhscity.com. **THIS POWER OF ATTORNEY IS VOID IF ALTERED**
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimnotices@bhscity.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.
CORPORATE ACTIONS

.....
EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)


RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

State of Illinois
County of Cook

On this 25th day of May 2023, before me personally appeared Josefina Rojo, known to me to be the Attorney-in-fact of Berkshire Hathaway Specialty Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.





(Notary Public)

(Seal)

AGENDA ITEM

Date: June 20, 2023

Subject: Release Maintenance Bond for Westbrook Villas, Ph. 3A

Background & Discussion:

A final inspection was performed on May 16, 2023 and all punch list items have been addressed. Therefore, the Public Works Department recommends release of the maintenance bond in the amount of \$53,795.50.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

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

Asst. Director of Public Works – John Winn

Coordinator – Tarra Duff

Superintendents:
Streets - Shawn McNelly
Water- Mark Williams
Sewer – John Winn
Drainage – Chris Costa
Arborist – Mike Pavlis



Robert H Byrd Jr. - City Manager

Matt Saxon – Assistant City Manager

Craig Call- City Attorney

Ashley Brown – Chief of Police

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

May 16, 2023

Westbrook Villas 3A,

The developers of Westbrook Villas 3A 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

(Handwritten signature of Tarra Duff)

August 24, 2020

VIA EMAIL

Ms. Kimberly Classen
Planning & Zoning Department
CITY OF POOLER
100 Southwest Highway 80
Pooler, Georgia 31322

Re: Westbrook Villas Phase 3
Savannah Quarters

Dear Ms. Classen:

We have reviewed the Warranty Bond Calculations furnished by Hussey Gay Bell for the Westbrook Villas Phase 3, specifically the Schedule of Values and unit costs for the required Bond.

For the Warranty Bond, the City maintained infrastructure consists of the water distribution and sanitary sewer collection systems. Based on the calculations provided, the cost of the City maintained infrastructure is \$107,591.00, thus a 50% Warranty Bond amount of \$53,795.50 is confirmed.

For the sidewalk Performance Bond: Based on the calculations provided, the cost of sidewalk installation is \$24,640.00. Thus a 150% Performance Bond amount of \$36,960.00 is confirmed.

We appreciate the opportunity to assist the City of Pooler with this review, and remain available at any time to offer additional assistance with this project during construction or project closeout. If you have any questions or comments, or require any additional information, please feel free to contact the undersigned.

Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC.



L.H. (Dan) Davis, Jr., PE / Principal

Bond No.: 1001124470 Principal Amount: \$53,795.50

Premium: \$134.00/2 yrs. **MAINTENANCE AND WARRANTY BOND**

Project: Westbrook Villas, Phase 3-A

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings, LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "**CONTRACTOR**," and American Contractors Indemnity Company, as Surety, hereinafter called the "**SURETY**," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of California, 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 Fifty-Three Thousand Seven Hundred Ninety-Five * Dollars (\$53,795.50) 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: *Thousand & 50/100ths

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: Westbrook Villas, Phase 3-A, Savannah Quarters 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 Twenty-Four (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.:

1001124470, this 31st day of August, 2020

(SEAL)

ATTEST:

Michael Besky
WITNESS AS TO CONTRACTOR

[Signature]
WITNESS AS TO CONTRACTOR

CONTRACTOR

Southwest Quarter Holdings, LLC

[Signature]
CONTRACTOR - Signature

Jesse R. Baker
(Print Name)

By: Authorized Signatory
Title

(SEAL)

ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

American Contractors Indemnity Company
SURETY (Print Company Name)

801 S. Figueroa St., Suite 700, Los Angeles, CA 90017
Business Address

By: _____
Authorized Signature

(Print Name)

OR

(SEAL)

ATTEST:

Cheryl L. Thomas
WITNESS AS TO AGENT

Cheryl L. Thomas
WITNESS AS TO AGENT

SURETY'S AGENT

By: [Signature]
As Attorney in Fact (Attached Power)

Shane Wolf
(Print Name)

0K07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 31, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124470

(Title or description of attached document)

American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 3 Document Date 8/31/20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this Aug 31 2020 day of August

Corporate Seals
Bond No. 1001124470
Agency No. 16590



[Signature]
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA05/2019

Bond No.: 1001124469

Principal Amount: \$36,960.00

Premium: \$554.00/2 yrs.

SIDEWALK PERFORMANCE BOND

Project: Westbrook Villas, Phase 3, Sidewalk installation

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings, LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "PRINCIPAL," and American Contractors Indemnity Company _____, as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of California, 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 Thirty-Six Thousand Nine Hundred Sixty & NO/100ths and 00/100 Dollars (\$36,960.00), 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: Westbrook Villas, Phase 3, Sidewalk installation. Said improvements require the installation of sidewalks, which shall be constructed within eighteen (18) months of the first date the subdivision plat for the described improvements is recorded with the Office of the Clerk for the Superior Court of Chatham County, Georgia, and in accordance with all applicable federal, state, and local rules, regulations, laws, etc. including without limitation the Code of Ordinances for the City of Pooler, Georgia.

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

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

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

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

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:
1001124469, this 31st day of August, 2020.

(SEAL)
ATTEST:

Michael Kelly

WITNESS AS TO CONTRACTOR

Harold Powell

WITNESS AS TO CONTRACTOR

CONTRACTOR

AKM
Southwest Quarter Holdings, LLC

CONTRACTOR – Signature

Jesse R. Baker
(Print Name)

By: Authorized Signatory
Title

(SEAL)
ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

American Contractors Indemnity Company
SURETY (Print Company Name)

801 S. Figueroa St., Suite 700, Los Angeles, CA 90017
Business Address

By: _____
Authorized Signature

(Print Name)

OR

(SEAL)
ATTEST:

Cheryl L. Thomas
WITNESS AS TO AGENT

Cheryl L. Thomas
WITNESS AS TO AGENT

SURETY'S AGENT

By: Shane Wolf
As Attorney in Fact (Attached Power)

Shane Wolf
(Print Name)

OK07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 31, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124469

(Title or description of attached document)

American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 3 Document Date 8/31/20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



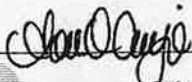
By: 
Daniel P. Aguilar, Vice President

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On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of AUG 31 2020.

Corporate Seals
Bond No. 1001124469
Agency No. 16590




Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCC3MANPOA05/2019

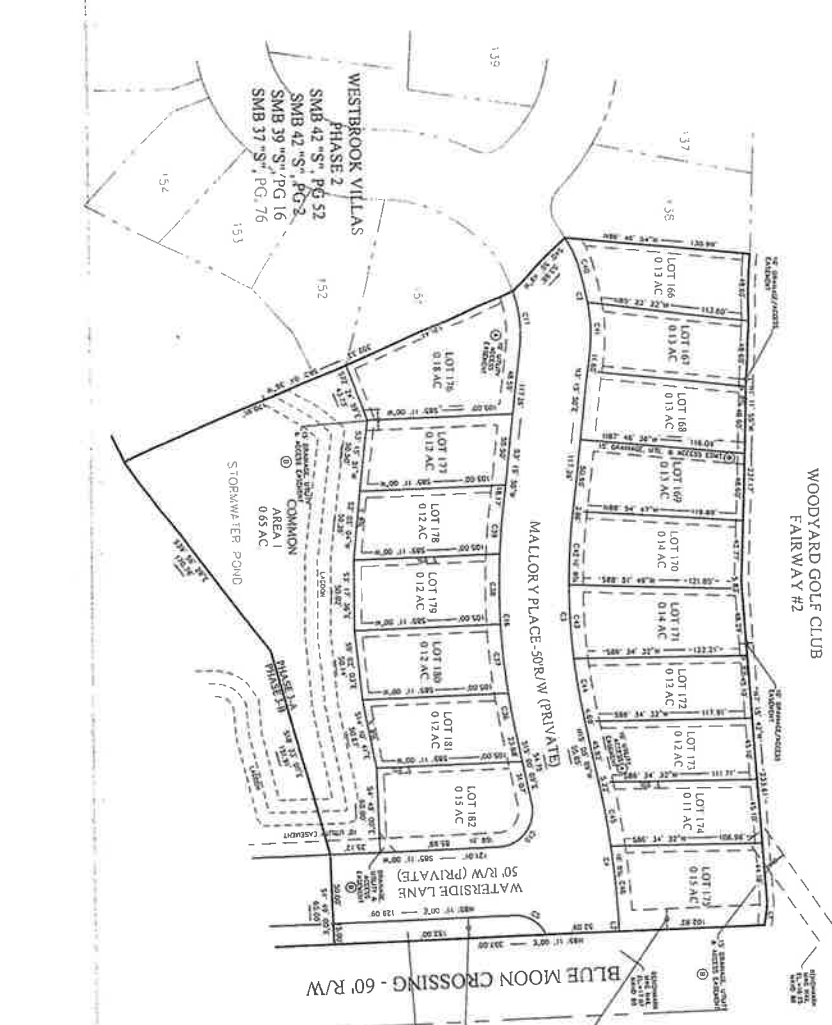
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

NOTICE TO CONTRACTORS
 ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ATLANTA AND THE STATE OF GEORGIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND STRUCTURES LOCATED ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED STRUCTURES, UTILITIES, AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED DRIVEWAYS, WALKWAYS, AND BIKEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED FENCES, WALLS, AND OTHER STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED LANDSCAPING, PLANTINGS, AND OTHER FEATURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED SIGNAGE, MARKINGS, AND OTHER FEATURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED UTILITIES, INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS, AND TELEPHONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED STRUCTURES, UTILITIES, AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED DRIVEWAYS, WALKWAYS, AND BIKEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED FENCES, WALLS, AND OTHER STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED LANDSCAPING, PLANTINGS, AND OTHER FEATURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED SIGNAGE, MARKINGS, AND OTHER FEATURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING AND TO BE CONSTRUCTED UTILITIES, INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS, AND TELEPHONE.

| GRID NO. | AREA | RECORD NUMBER | DATE | RECORD NUMBER | DATE |
|----------|---------|---------------|----------|---------------|----------|
| 136 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 137 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 138 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 139 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 140 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 141 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 142 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 143 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 144 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 145 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 146 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 147 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 148 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 149 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |
| 150 | 2041.0' | 1852 | 10/01/02 | 5853772 | 09/06/05 |

| LOT NO. | ADDRESS |
|---------|----------------|
| 137 | MALLOREY PLACE |
| 139 | MALLOREY PLACE |
| 166 | MALLOREY PLACE |
| 167 | MALLOREY PLACE |
| 168 | MALLOREY PLACE |
| 141 | MALLOREY PLACE |
| 143 | MALLOREY PLACE |
| 145 | MALLOREY PLACE |
| 147 | MALLOREY PLACE |
| 149 | MALLOREY PLACE |
| 151 | MALLOREY PLACE |
| 153 | MALLOREY PLACE |
| 175 | MALLOREY PLACE |
| 176 | MALLOREY PLACE |
| 177 | MALLOREY PLACE |
| 142 | MALLOREY PLACE |
| 144 | MALLOREY PLACE |
| 146 | MALLOREY PLACE |
| 148 | MALLOREY PLACE |
| 181 | MALLOREY PLACE |
| 182 | MALLOREY PLACE |

WESTBROOK VILLAS
 PHASE 3-A
 A SUBDIVISION OF A PORTION OF TRACT 38, BEING LANDS OF SOUTHWEST QUARTER HOLDINGS LLC, EIGHTH G.M. DISTRICT, POOLER, CHATTAHOOCY COUNTY, GEORGIA
 FOR: SOUTHWEST QUARTER HOLDINGS LLC



APPROVED BY THE PLANNING AND ZONING COMMISSION
 CHAIRMAN: _____ DATE: _____
 APPROVED BY THE MAYOR AND COUNCIL: _____
 CITY OF POOLER: _____
 COMMISSIONER: _____
 COUNTY: _____
 STATE: _____

HUSSEY GAY BELL
 Established 1958
 329 COMMERICAL DRIVE, SYMMONS, GA 31406, TEL: 912/354-4868

DRAFT FOR REVIEW

HUSSEY GAY BELL & ASSOCIATES, INC.
 ARCHITECTS AND ENGINEERS
 200 W. 10TH STREET, SUITE 200
 POOLER, GA 31468



AGENDA ITEM

Date: June 20, 2023

Subject: Release of Performance Bond/Acceptance of
Maintenance Bond/Sidewalk Performance Bond for
Westbrook, Area K-1

Background & Discussion:

A final inspection was performed on February 15, 2023 and all punch list items have been addressed. Therefore, the Public Works Department recommends release of the performance bond in the amount of \$1,062,267.66 and acceptance of the maintenance bond in the amount of \$438,476.85 and the sidewalk performance bond in the amount of \$143,725.50.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

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

Bond No.: 1001191146

Principal Amount: \$1,062,267.66

Premium: \$7,967.00/1 yr.

SUBDIVISION PERFORMANCE BOND

Project: West Parcels - Area K-1

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "PRINCIPAL," and U.S. Specialty Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of California, 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 One Million Sixty-Two Thousand Two Hundred Sixty-Seven* and 00/100 Dollars (\$1,062,267.66), 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. * & 66/100ths

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following improvements: West Parcels - Area K-1, Savannah Quarters. 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.: 1001191146, this 12th day of July, 2022.

(SEAL)
ATTEST:

[Signature]
WITNESS AS TO CONTRACTOR

[Signature]
WITNESS AS TO CONTRACTOR

CONTRACTOR
Southwest Quarter Holdings LLC

[Signature]
CONTRACTOR - Signature

Jesse R. Baker
(Print Name)

By: Authorized Signatory
Title

(SEAL)
ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

U.S. Specialty Insurance Company
SURETY (Print Company Name)

801 S. Figueroa St., Suite 700, Los Angeles, CA 90017
Business Address

By: _____
Authorized Signature

(Print Name)

OR

(SEAL)
ATTEST:

Cheryl L. Thomas
WITNESS AS TO AGENT

Cheryl L. Thomas
WITNESS AS TO AGENT

SURETY'S AGENT

By: [Signature]
As Attorney in Fact (Attached Power)

Shane Wolf
(Print Name)

OK07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On July 12, 2022 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by
his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001191146
(Title or description of attached document)

U.S. Specialty Insurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 7/12/22

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi,
Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Seventy Five Million***** Dollars (**75,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of JUL 12 2022.

Corporate Seals
Bond No. 1001191146
Agency No. 16590




Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information



EOM Operations
Your solution to a better tomorrow

October 17th, 2022
CC: Liberto Chacon, P.E.
Hal Kraft, P.E.

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

Subject: Bond Request (10/11/2022)
Westbrook Area K1
Warranty & Sidewalk Performance Bond

Dear Ms. Classen:

We have reviewed the requests for Westbrook Area K1 – Warranty & Sidewalk Performance Bonds, furnished by Hussey Gay Bell, specifically the Schedule of Values and Unit Cost for the required bonds.

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

Based on the calculations provided by Hal Kraft, P.E., with Hussy Gay Bell, the cost of the:

- Warranty Bond is \$876,953.70, thus a 50% Warranty Bond of \$438,476.85 is correct.
- Sidewalk Performance Bond is \$95,817.00, thus a 150% Performance Bond of \$143,725.50 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 (tshoemaker@eomworx.com) or phone at (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882

Asst. Director of Public Works – John Winn

Coordinator – Tarra Duff

Superintendents:
Streets - Shawn McNelly
Water- Mark Williams
Sewer – John Winn
Drainage – Chris Costa
Arborist – Mike Pavlis



Robert H Byrd Jr. - City Manager

Matt Saxon – Assistant City Manager

Steve Scheer - City Attorney

Ashley Brown – Chief of Police

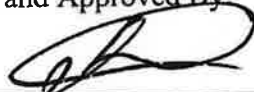
CITY OF POOLER
Department of Public Works
1095 South Rogers Street, Pooler, Georgia 31322
912-330-8650 / www.pooler-ga.us

February 15, 2023

Westbrook Area K-1,

The developers of Westbrook Area K-1 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



Bond No. 1001191169

Premium: \$2,024.00/Two Year Term

Principal Amount: \$438,476.85

MAINTENANCE AND WARRANTY BOND

Project: Westbrook, Area K-1

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "CONTRACTOR," and U.S. Speciality Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of Texas, and authorized to do business in the State of Georgia, are held and firmly bound unto the City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the sum of Four Hundred Thirty-Eight Thousand Four *_____ Dollars (\$438,476.85) 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: *Hundred Seventy-Six & 85/100

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: Westbrook, Area K-1 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 Twenty-Four (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.

1001191169, this 25th day of May, 2023

(SEAL)

ATTEST

WITNESS AS TO CONTRACTOR

WITNESS AS TO CONTRACTOR

CONTRACTOR
Southwest Quarter Holdings LLC

CONTRACTOR - Signature

(Print Name)

By

Title

(SEAL)

ATTEST

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

U.S. Speciality Insurance Company
SURETY (Print Company Name)

26 Plaza Square, Suite 200, Orange, CA 92866
Business Address

By

Authorized Signature

(Print Name)

OR

(SEAL)

ATTEST

WITNESS AS TO AGENT

Beata A. Sensi
WITNESS AS TO AGENT

SURETY'S AGENT

By

As Attorney in Fact (Attached Power)

Cheryl L. Thomas
(Print Name)

0K07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On May 25, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001191169

(Title or description of attached document)

U.S. Specialty Insurance Company

(Title or description of attached document continued)

Number of Pages 3 Document Date 5/25/23

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**TOKIOMARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**TODD M. ROHM, SHANE WOLF, CATHY S. KENNEDY, BEATA A. SENSI,
or CHERYL L. THOMAS of ORANGE, CALIFORNIA**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****FIFTY MILLION and 00/100***** Dollars (***\$50,000,000.00***) This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



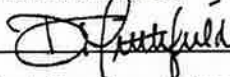
By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of MAY 25 2023.

Corporate Seals
Bond No 1001191169
Agency No. 14969




Kio Lo, Assistant Secretary

FIDELITY GUARANTY AND ACCEPTANCE CORP.

5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST

MIAMI, FLORIDA 33126

PHONE (305)553-8724



MAY 25, 2023

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-23215

BENEFICIARY: CITY OF POOLER
100 SOUTHWEST HIGHWAY 80
POOLER, GA 31322

APPLICANT: LENNAR CAROLINAS, LLC
1505 KING STREET EXTENSION, SUITE 100
CHARLESTON, SC 29405

LC AMOUNT: USD \$143,725.50 (ONE HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 50/100 US DOLLARS)

EXPIRATION DATE: MAY 24, 2024

RE: WESTBROOK AREA KI - SIDEWALK

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 23215 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR CAROLINAS, LLC IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LC AMOUNT.

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) DRAWN AT SIGHT ON FIDELITY GUARANTY AND ACCEPTANCE CORP. DULY AND MANUALLY SIGNED AND MARKED: "DRAWN UNDER FIDELITY GUARANTY AND ACCEPTANCE CORP. LETTER OF CREDIT NO. FGAC-23215 DATED MAY 25, 2023" WHEN ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING DOCUMENT(S):

BENEFICIARY'S CERTIFICATE DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED OFFICER SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

"(I) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE FAILURE OF LENNAR CAROLINAS, LLC TO COMPLETE THE INSTALLATION OF THE IMPROVEMENTS FOR WESTBROOK AREA KI CALLED FOR IN THE CITY OF POOLER ORDINANCE CODE (THE "CODE") AND PURSUANT TO THE SIDEWALK PERFORMANCE BOND ANALYSIS PREPARED BY EOM OPERATIONS DATED OCTOBER 17, 2022; (II) THAT LENNAR CAROLINAS, LLC HAS BEEN GIVEN WRITTEN NOTICE BY CITY OF POOLER DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; ; (III) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (IV) THAT CITY OF POOLER IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE CODE AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS AND CONDITIONS OF THE CODE."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED OR CERTIFIED MAIL OR COURIER OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

FIDELITY GUARANTY AND ACCEPTANCE CORP.

**5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST
MIAMI, FLORIDA 33126
PHONE (305)553-8724**



THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NO. FGAC-23215

PAGE 2

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP., 5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST, MIAMI, FLORIDA 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998: INTERNATIONAL CHAMBER OF COMMERCE – PUBLICATION NO. 590 (“ISP98”).

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.

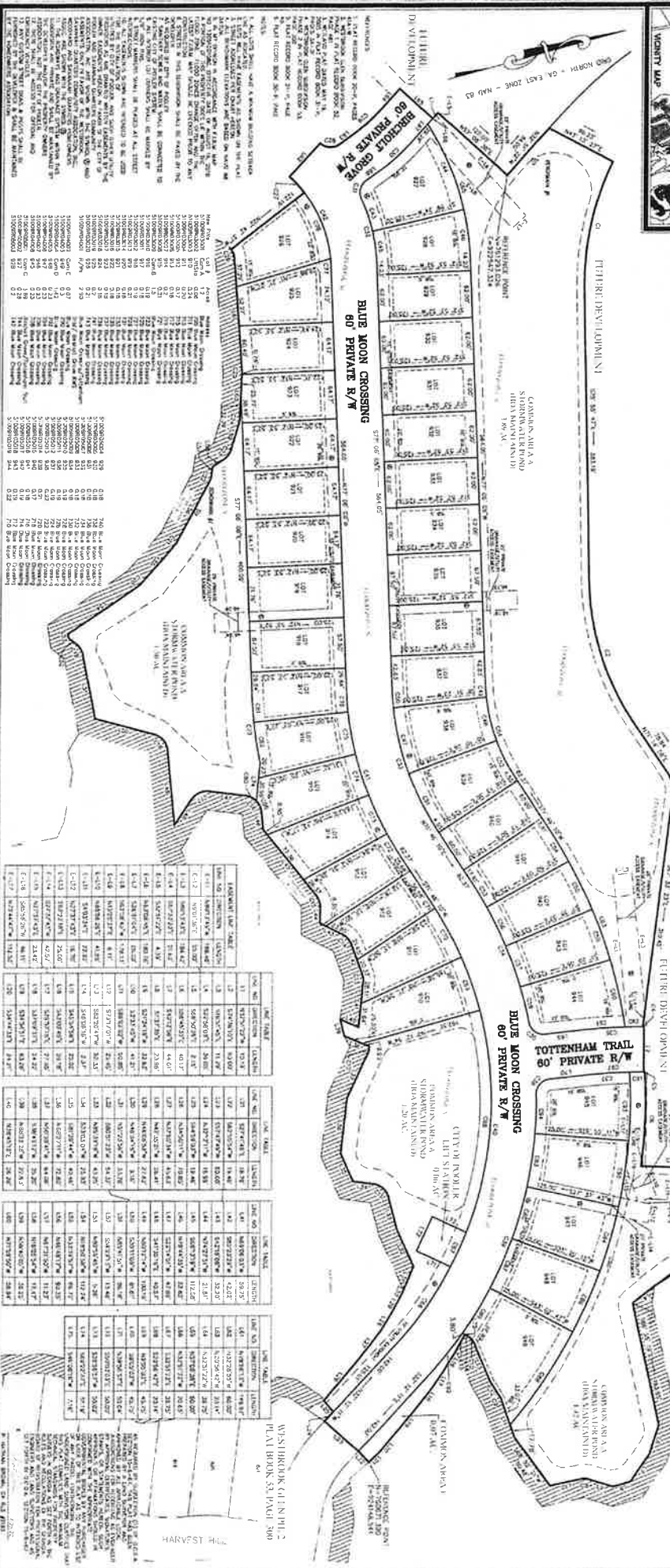
JOY CHAMBERS, AUTHORIZED AGENT

Map No. 8-14
 Proposed Tract 1A, LOTS 1-100
 Located in the City of Marietta,
 County of Cobb, State of Georgia
 Proposed by HUSSEY GAY BELL
 BK 53 PG 454

**THIS BLOCK RESERVED FOR THE CLERK
 OF THE SUPERIOR COURT**



| LOT NO. | ACRES | OWNER | REMARKS |
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MAJOR SUBDIVISION PLAT
WESTBROCK AREA K-1
 BEING A PORTION OF TRACT 1A, LOTS 1-100, HUSSEY GAY BELL, TRACT 1A,
 COMMERCIAL DRIVE, SAVANNAH, GA 31406, 7591234-4626
 FOR SALES TO THE PUBLIC BY HUSSEY GAY BELL, LLC

| LOT NO. | ACRES | OWNER | REMARKS |
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| 100 | 0.10 | ... | ... |

HUSSEY GAY BELL
 Established 1958
 3200 COMMERCIAL DRIVE, SAVANNAH, GA 31406, 7591234-4626



AGENDA ITEM

Date: June 20, 2023

**Subject: Release of Performance Bond/Acceptance of
Maintenance Bond/Sidewalk Performance Bond for
Westbrook, Area K-2**

Background & Discussion:

A final inspection was performed on February 15, 2023 and all punch list items have been addressed. Therefore, the Public Works Department recommends release of the performance bond in the amount of \$688,710.68 and acceptance of the maintenance bond in the amount of \$173,310.05 and the sidewalk performance bond in the amount of \$180,918.00.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

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

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

Steve Scheer - City Attorney


Ashley Brown – Chief of Police

February 15, 2023

Westbrook Area K-2,

The developers of Westbrook Area K-2 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





EOM Operations
Your solution to a better tomorrow

October 17th, 2022
CC: Liberto Chacon, P.E.
Hal Kraft, P.E.

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

Subject: Bond Request (10/11/2022)
Westbrook Area K2
Warranty & Sidewalk Performance Bond

Dear Ms. Classen:

We have reviewed the requests for Westbrook Area K2 – Warranty & Sidewalk Performance Bonds, furnished by Hussey Gay Bell, specifically the Schedule of Values and Unit Cost for the required bonds.

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

Based on the calculations provided by Hal Kraft, P.E., with Hussy Gay Bell, the cost of the:

- Warranty Bond is \$346,620.10, thus a 50% Warranty Bond of \$173,310.05 is correct.
- Sidewalk Performance Bond is \$120,612.00, thus a 150% Performance Bond of \$180,918.00 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 (tshoemaker@eomworx.com) or phone at (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM

Bond No.: 1001191147

Principal Amount: \$668,710.68

Premium: \$5,015.00/1 yr.

SUBDIVISION PERFORMANCE BOND

Project: West Parcels - Area K-2

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "PRINCIPAL," and U.S. Specialty Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of California, 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 Six Hundred Sixty-Eight Thousand Seven Hundred Ten* and 00/100 Dollars (\$668,710.68), 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. * & 68/100ths

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following improvements: West Parcels - Area K-2, Savannah Quarters. 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.: 1001191147, this 12th day of July, 2022.

(SEAL)
ATTEST:



WITNESS AS TO CONTRACTOR



WITNESS AS TO CONTRACTOR

CONTRACTOR
Southwest Quarter Holdings LLC



CONTRACTOR - Signature

Jesse R. Ravee

(Print Name)

By: 
Title

(SEAL)
ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

U.S. Specialty Insurance Company
SURETY (Print Company Name)

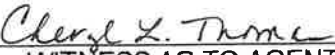
801 S. Figueroa St., Suite 700, Los Angeles, CA 90017
Business Address

By: _____
Authorized Signature

(Print Name)

OR

(SEAL)
ATTEST:


WITNESS AS TO AGENT

Cheryl L. Thomas
WITNESS AS TO AGENT

SURETY'S AGENT

By: 
AS Attorney in Fact (Attached Power)

Shane Wolf
(Print Name)

OK07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On July 12, 2022 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

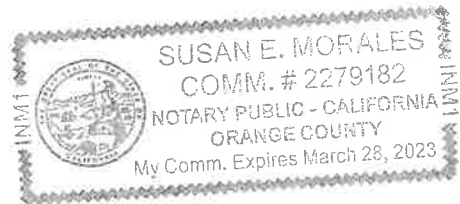
personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001191147
(Title or description of attached document)

U.S. Specialty Insurance Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 7/12/22

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi,
Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Seventy Five Million***** Dollars (**75,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of JUL 12 2022.

Corporate Seals
Bond No. 1001191147
Agency No. 16590



[Signature]
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information

Bond No. 1001191170

Premium: \$830.00/Two Year Term

Principal Amount: \$173,310.05

MAINTENANCE AND WARRANTY BOND

Project: Westbrook, Area K-2

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "CONTRACTOR," and U.S. Speciality Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of Texas, and authorized to do business in the State of Georgia, are held and firmly bound unto the City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the sum of One Hundred Seventy-Three Thousand Three * Dollars (\$173,310.05) 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:

*Hundred Ten & 05/100

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: Westbrook, Area K-2 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 Twenty-Four (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.

1001191170, this 25th day of May, 2023

(SEAL)
ATTEST



WITNESS AS TO CONTRACTOR



WITNESS AS TO CONTRACTOR

CONTRACTOR
Southwest Quarter Holdings LLC



CONTRACTOR - Signature

Jesse R. Baxter
(Print Name)

By 
Title

(SEAL)
ATTEST

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

U.S. Speciality Insurance Company
SURETY (Print Company Name)

26 Plaza Square, Suite 200, Orange, CA 92866
Business Address

By _____
Authorized Signature

(Print Name)

OR

(SEAL)
ATTEST



WITNESS AS TO AGENT

Beata A. Sensi

WITNESS AS TO AGENT

SURETY'S AGENT

By 
As Attorney in Fact (Attached Power)

Cheryl L. Thomas
(Print Name)

0K07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On May 25, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001191170
(Title or description of attached document)

U.S. Specialty Insurance Company
(Title or description of attached document continued)

Number of Pages 3 Document Date 5/25/23

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
- (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**TODD M. ROHM, SHANE WOLF, CATHY S. KENNEDY, BEATA A. SENSI,
or CHERYL L. THOMAS of ORANGE, CALIFORNIA**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****FIFTY MILLION and 00/100***** Dollars (**\$50,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



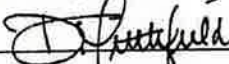
By: 
Daniel P. Aguilar, Vice President

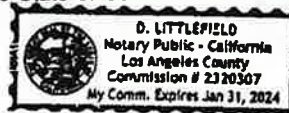
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of MAY 25 2023.

Corporate Seals
Bond No. 1001191170
Agency No. 14969




Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA09/2021

FIDELITY GUARANTY AND ACCEPTANCE CORP.

5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST
MIAMI, FLORIDA 33126
PHONE (305)553-8724



MAY 25, 2023

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-23217

BENEFICIARY: CITY OF POOLER
100 SOUTHWEST HIGHWAY 80
POOLER, GA 31322

APPLICANT: LENNAR CAROLINAS, LLC
1505 KING STREET EXTENSION, SUITE 100
CHARLESTON, SC 29405

LC AMOUNT: USD \$180,918.00 (ONE HUNDRED EIGHTY THOUSAND NINE HUNDRED EIGHTEEN AND 00/100 US DOLLARS)

EXPIRATION DATE: MAY 24, 2024

RE: WESTBROOK AREA K2 – SIDEWALK

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-23217 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR CAROLINAS, LLC IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LC AMOUNT.

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) DRAWN AT SIGHT ON FIDELITY GUARANTY AND ACCEPTANCE CORP. DULY AND MANUALLY SIGNED AND MARKED: "DRAWN UNDER FIDELITY GUARANTY AND ACCEPTANCE CORP. LETTER OF CREDIT NO. FGAC-23217 DATED MAY 25, 2023" WHEN ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING DOCUMENT(S):

BENEFICIARY'S CERTIFICATE DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED OFFICER SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

"(I) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE FAILURE OF LENNAR CAROLINAS, LLC TO COMPLETE THE INSTALLATION OF THE IMPROVEMENTS FOR WESTBROOK AREA K2 CALLED FOR IN THE CITY OF POOLER ORDINANCE CODE (THE "CODE") AND PURSUANT TO THE SIDEWALK PERFORMANCE BOND ANALYSIS PREPARED BY EOM OPERATIONS DATED OCTOBER 17, 2022; (II) THAT LENNAR CAROLINAS, LLC HAS BEEN GIVEN WRITTEN NOTICE BY CITY OF POOLER DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; ; (III) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (IV) THAT CITY OF POOLER IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE CODE AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS AND CONDITIONS OF THE CODE."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED OR CERTIFIED MAIL OR COURIER OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

FIDELITY GUARANTY AND ACCEPTANCE CORP.

**5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST
MIAMI, FLORIDA 33126
PHONE (305)553-8724**



THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NO. FGAC-23217

PAGE 2

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP., 5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST, MIAMI, FLORIDA 33126. IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 590 ("ISP98").

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.

A handwritten signature in blue ink, appearing to read "Joy Chambers", is written over a horizontal line.

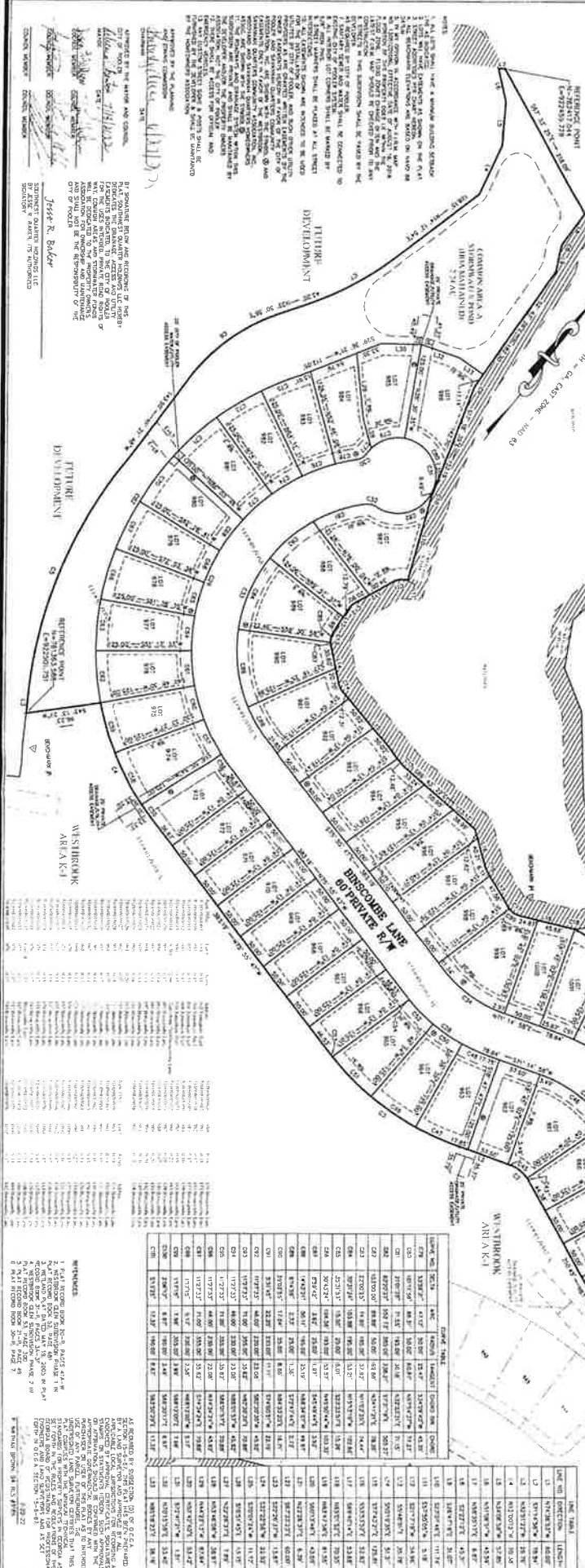
JOY CHAMBERS, AUTHORIZED AGENT

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



BRIDGEWAY # 28000 60th Street N
 BRIDGEWAY # 28000 60th Street N
 BRIDGEWAY # 28000 60th Street N
 BRIDGEWAY # 28000 60th Street N

| TRACT NO. | ACRES | OWNER | STATUS | PLAT | DATE | REMARKS |
|-----------|-------|--------------------|----------|------|----------|--|
| C1 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C2 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C3 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C4 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C5 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C6 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C7 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C8 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C9 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C10 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C11 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C12 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C13 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C14 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C15 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C16 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C17 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C18 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C19 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C20 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C21 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C22 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C23 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C24 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C25 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C26 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C27 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C28 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C29 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |
| C30 | 0.01 | WESTBROOK AREA K-2 | RESERVED | 18 | 11/17/00 | RESERVED FOR THE CLERK OF THE SUPERIOR COURT |



MAJOR SUBDIVISION PLAT
WESTBROOK AREA K-2
 BEING A PORTION OF TRACT 1A, LANDS OF SOUTHWEST QUARTER HOLDINGS LLC, DECH III
 GAI DISTRICT, PARCEL R, CHATHAM COUNTY, GEORGIA
 FOR SOUTHWEST QUARTER HOLDINGS, LLC

HUSSEY GAY BELL
Established 1958
 330 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / TEL: 354-6026

AGENDA ITEM

Date: June 20, 2023

Subject: Release of Performance Bond/Acceptance of Maintenance Bond/Sidewalk Performance Bond for Westbrook, Area K-3

Background & Discussion:

A final inspection was performed on February 15, 2023 and all punch list items have been addressed. Therefore, the Public Works Department recommends release of the performance bond in the amount of \$388,306.32 and acceptance of the maintenance bond in the amount of \$101,818.25 and the sidewalk performance bond in the amount of \$89,347.50.

Planning and Zoning Recommendation:

N/A

Staff Recommendation:

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

Bond No.: 1001191148

Principal Amount: \$388,306.32

Premium: \$2,912.00/1 yr.

SUBDIVISION PERFORMANCE BOND

Project: West Parcels - Area K-3

City of Pooler Permit No.: (if applicable)

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "PRINCIPAL," and U.S. Specialty Insurance Company, as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of California, 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 Three Hundred Eighty-Eight Thousand Three Hundred and 00/100 Dollars (\$388,306.32), 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. *Six & 32/100ths

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following improvements: West Parcels - Area K-3, Savannah Quarters. 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.: 1001191148, this 12th day of July, 2022

(SEAL)
ATTEST:

[Signature]
WITNESS AS TO CONTRACTOR
[Signature]
WITNESS AS TO CONTRACTOR

CONTRACTOR
Southwest Quarter Holdings LLC

[Signature]
CONTRACTOR - Signature
Jesse R. Baker
(Print Name)

By: Authorized Signatory
Title

(SEAL)
ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

U.S. Specialty Insurance Company
SURETY (Print Company Name)
801 S. Figueroa St., Suite 700, Los Angeles, CA 90017
Business Address

By: _____
Authorized Signature

(Print Name)

OR

(SEAL)
ATTEST:

[Signature]
WITNESS AS TO AGENT
Cheryl L. Thomas
WITNESS AS TO AGENT

SURETY'S AGENT

By: [Signature]
As Attorney in Fact (Attached Power)

Shane Wolf
(Print Name)

0K07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On July 12, 2022 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
 who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose
 name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that
 he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by
 his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of
 which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
 the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001191148
(Title or description of attached document)
U.S. Specialty Insurance Company
(Title or description of attached document continued)
 Number of Pages 2 Document Date 7/12/22

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi,
Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (**75,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this JUL 12 2022 day of _____, 2022.

Corporate Seals
Bond No. 1001191148
Agency No. 16590




Kio Lo, Assistant Secretary

HCSSMANPOA092021

visit tmhcc.com/surety for more information



EOM Operations
Your solution to a better tomorrow

October 17th, 2022
CC: Liberto Chacon, P.E.
Hal Kraft, P.E.

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

Subject: Bond Request (10/11/2022)
Westbrook Area K3
Warranty & Sidewalk Performance Bond

Dear Ms. Classen:

We have reviewed the requests for Westbrook Area K3 – Warranty & Sidewalk Performance Bonds, furnished by Hussey Gay Bell, specifically the Schedule of Values and Unit Cost for the required bonds.

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

Based on the calculations provided by Hal Kraft, P.E., with Hussy Gay Bell, the cost of the:

- Warranty Bond is \$203,636.50, thus a 50% Warranty Bond of \$101,818.25 is correct.
- Sidewalk Performance Bond is \$59,565.00, thus a 150% Performance Bond of \$89,347.50 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 (tshoemaker@eomworx.com) or phone at (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM

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
Steve Scheer - City Attorney
Ashley Brown – Chief of Police

February 15, 2023


Westbrook Area K-3,

The developers of Westbrook Area K-3 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



Bond No.: 1001191171

Premium: \$508.00/Two Year Term

Principal Amount: \$101,818.25

MAINTENANCE AND WARRANTY BOND

Project: Westbrook, Area K-3

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

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Southwest Quarter Holdings LLC registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "CONTRACTOR," and U.S. Speciality Insurance Company as Surety, hereinafter called the "SURETY," registered business address of 801 S. Figueroa St., Suite 700, Los Angeles, CA 90017, a Surety insurer, chartered and existing under the laws of the State of Texas, and authorized to do business in the State of Georgia, are held and firmly bound unto the City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the sum of One Hundred One Thousand Eight Hundred * Dollars (\$101,818.25) 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: *Eighteen & 25/100

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: Westbrook, Area K-3

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 Twenty-Four (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.

1001191171, this 25th day of May, 2023

(SEAL)

ATTEST

[Handwritten Signature]

WITNESS AS TO CONTRACTOR

[Handwritten Signature]

WITNESS AS TO CONTRACTOR

CONTRACTOR
Southwest Quarter Holdings LLC

[Handwritten Signature]

CONTRACTOR - Signature

Jesse R. Baxter

(Print Name)

By *[Handwritten Signature]*
Title

(SEAL)

ATTEST

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

U.S. Speciality Insurance Company
SURETY (Print Company Name)

26 Plaza Square, Suite 200, Orange, CA 92866
Business Address

By _____
Authorized Signature

(Print Name)

OR

(SEAL)

ATTEST

[Handwritten Signature]

WITNESS AS TO AGENT

Beata A. Sensi

WITNESS AS TO AGENT

SURETY'S AGENT

By *[Handwritten Signature]*
As Attorney in Fact (Attached Power)

Cheryl L. Thomas
(Print Name)

OK07568
Agent's License Number

Rohm Insurance Agency, LLC
Agent's Name

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On May 25, 2023 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
 who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001191171

(Title or description of attached document)

U.S. Specialty Insurance Company

(Title or description of attached document continued)

Number of Pages 3 Document Date 5/25/23

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

 (Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**TOKIOMARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**TODD M. ROHM, SHANE WOLF, CATHY S. KENNEDY, BEATA A. SENSI,
or CHERYL L. THOMAS of ORANGE, CALIFORNIA**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****FIFTY MILLION and 00/100***** Dollars (**\$50,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

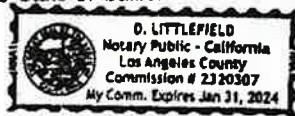
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this MAY 25 2023 day of _____.

Corporate Seals
Bond No. 1001191171
Agency No. 14969



Kio Lo, Assistant Secretary

FIDELITY GUARANTY AND ACCEPTANCE CORP.

5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST
MIAMI, FLORIDA 33126
PHONE (305)553-8724



MAY 25, 2023

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-23216

BENEFICIARY: CITY OF POOLER
100 SOUTHWEST HIGHWAY 80
POOLER, GA 31322

APPLICANT: LENNAR CAROLINAS, LLC
1505 KING STREET EXTENSION, SUITE 100
CHARLESTON, SC 29405

LC AMOUNT: USD \$89,347.50 (EIGHTY-NINE THOUSAND THREE HUNDRED FORTY-SEVEN AND 50/100 US DOLLARS)

EXPIRATION DATE: MAY 24, 2024

RE: WESTBROOK AREA K3 - SIDEWALK

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-23216 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR CAROLINAS, LLC IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LC AMOUNT.

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) DRAWN AT SIGHT ON FIDELITY GUARANTY AND ACCEPTANCE CORP. DULY AND MANUALLY SIGNED AND MARKED: "DRAWN UNDER FIDELITY GUARANTY AND ACCEPTANCE CORP. LETTER OF CREDIT NO. FGAC-23216 DATED MAY 25, 2023" WHEN ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING DOCUMENT(S):

BENEFICIARY'S CERTIFICATE DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED OFFICER SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

"(I) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE FAILURE OF LENNAR CAROLINAS, LLC TO COMPLETE THE INSTALLATION OF THE IMPROVEMENTS FOR WESTBROOK AREA K3 CALLED FOR IN THE CITY OF POOLER ORDINANCE CODE (THE "CODE") AND PURSUANT TO THE SIDEWALK PERFORMANCE BOND ANALYSIS PREPARED BY EOM OPERATIONS DATED OCTOBER 17, 2022; (II) THAT LENNAR CAROLINAS, LLC HAS BEEN GIVEN WRITTEN NOTICE BY CITY OF POOLER DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; ; (III) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (IV) THAT CITY OF POOLER IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE CODE AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS AND CONDITIONS OF THE CODE."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED OR CERTIFIED MAIL OR COURIER OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

FIDELITY GUARANTY AND ACCEPTANCE CORP.

**5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST
MIAMI, FLORIDA 33126
PHONE (305)553-8724**



THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NO. FGAC-23216

PAGE 2

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP., 5505 BLUE LAGOON DRIVE, 7TH FLOOR WEST, MIAMI, FLORIDA 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE – PUBLICATION NO. 590 (“ISP98”).

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.

A handwritten signature in blue ink, appearing to read 'Joy Chambers', written over a horizontal line.

JOY CHAMBERS, AUTHORIZED AGENT



CITY of POOLER
— GEORGIA —

MEMORANDUM

Date: May 22, 2023
To: Mayor and Council
From: Chris Lightle, Finance Officer *CL*
Subject: Property Tax Millage Rate for 2023
Cc: Robert H. Byrd, City Manager
Kiley Fusco, City Clerk

To meet Chatham County's reporting requirements concerning local tax digests, we will need to set our 2023 millage rate at the June 20, 2023 council meeting.

I have attached Form PT32.1 Computation of Millage Rate Rollback and Percentage Increase in Property Taxes – 2023. I have also attached the five-year history that is required to be advertised one week prior to certification of the millage rate. I have prepared the five-year levy history using a millage rate of 3.780. Last year's millage rate was 4.263. The rollback millage rate is 3.780.

Using a millage rate of 3.780 and a 94% collection rate, real and personal property tax revenue for 2023 should be approximately \$8,800,000. We estimated property tax revenue to be \$8,340,000 in the 2023 budget; therefore, the rollback rate will generate enough revenue to cover the budget in 2023. On December 31, 2022 the City had \$32,583,351 in unassigned fund balance in the general fund. The amount represents approximately 11.5 months of general fund operating expenditures.

My recommendation is to roll back the millage rate to 3.780.

If you have any questions about this information or if you would like to discuss adopting a millage rate other than the rollback rate, please let me know.

COMPUTATION OF MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES FOR YEAR 2023

COUNTY TAXING JURISDICTION

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

| DESCRIPTION | 2022 DIGEST | REASSESSMENT OF EXISTING REAL PROP | OTHER CHANGES TO TAXABLE DIGEST | 2023 DIGEST |
|-----------------------|---------------|------------------------------------|---------------------------------|---------------|
| REAL | 1,753,306,826 | 355,677,495 | 91,866,064 | 2,200,850,385 |
| PERSONAL | 591,567,490 | | -71,952,350 | 519,615,140 |
| MOTOR VEHICLES | 6,737,070 | | 724,650 | 7,461,720 |
| MOBILE HOMES | 4,455,704 | | 420,782 | 4,876,486 |
| TIMBER -100% | 190,000 | | 0 | 190,000 |
| HEAVY DUTY EQUIP | 2,683,271 | | 780,096 | 3,463,367 |
| GROSS DIGEST | 2,358,940,361 | 355,677,495 | 21,839,242 | 2,736,457,098 |
| EXEMPTIONS | 167,127,380 | 73,025,505 | 3,241,464 | 243,394,349 |
| NET DIGEST | 2,191,812,981 | 282,651,990 | 18,597,778 | 2,493,062,749 |
| | (PYD) | (RVA) | (NAG) | (CYD) |
| 2022 MILLAGE RATE >>> | 4.263 | 2023 PROPOSED MILLAGE RATE >>> | | 4.263 |

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

| DESCRIPTION | ABBREVIATION | AMOUNT | FORMULA |
|--|--------------|---------------|------------------------|
| 2022 Net Digest | PYD | 2,191,812,981 | |
| Net Value Added-Reassessment of Existing Real Property | RVA | 282,651,990 | |
| Other Net Changes to Taxable Digest | NAG | 18,597,778 | |
| 2023 Net Digest | CYD | 2,493,062,749 | (PYD+RVA+NAG) |
| 2022 Millage Rate | PYM | 4.263 | |
| Millage Equivalent of Reassessed Value Added | ME | 0.483 | (RVA/CYD) * PYM |
| Rollback Millage Rate for 2023 | RR | 3.780 | PYM - ME |

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

| | | |
|--|------------------------------|--------|
| If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds the Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2) | Rollback Millage Rate | 3.780 |
| | 2023 Millage Rate | 4.263 |
| | Percentage Increase | 12.78% |

PUBLIC NOTICE

The City of Pooler does hereby announce that the 2023 millage rate will be set at a meeting to be held at City Hall on June 20, 2023 at 4:00pm and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2023 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--|---------------|---------------|---------------|---------------|---------------|---------------|
| Real & Personal | 1,400,209,770 | 1,501,832,500 | 1,669,252,592 | 1,722,654,090 | 2,344,874,316 | 2,720,465,525 |
| Motor Vehicles | 13,403,520 | 10,934,240 | 9,551,720 | 7,662,850 | 6,737,070 | 7,461,720 |
| Mobile Homes | 4,168,149 | 4,336,858 | 3,702,212 | 3,725,166 | 4,455,704 | 4,876,486 |
| Timber - 100% | - | 14,846 | 288,255 | - | 190,000 | 190,000 |
| Heavy Duty Equipment | 3,137,671 | 2,762,316 | 3,123,354 | 3,330,751 | 2,683,271 | 3,463,367 |
| Gross Digest | 1,420,919,110 | 1,519,880,760 | 1,685,918,133 | 1,737,372,857 | 2,358,940,361 | 2,736,457,098 |
| Less M & O Exemptions | 61,833,013 | 74,057,869 | 74,127,367 | 89,696,383 | 167,127,380 | 243,394,349 |
| Net M & O Digest | 1,359,086,097 | 1,445,822,891 | 1,611,790,766 | 1,647,676,474 | 2,191,812,981 | 2,493,062,749 |
| State Forest Land Assistance Grant Value | | | | | | |
| Adjusted Net M&O Digest | 1,359,086,097 | 1,445,822,891 | 1,611,790,766 | 1,647,676,474 | 2,191,812,981 | 2,493,062,749 |
| Gross M&O Millage | 8.403 | 8.583 | 8.087 | 9.077 | 8.036 | 7.909 |
| Less Rollback (LOST) | 4.604 | 4.829 | 4.436 | 4.480 | 3.773 | 4.129 |
| Net M&O Millage | 3.799 | 3.754 | 3.651 | 4.597 | 4.263 | 3.780 |
| | | | | | | |
| Total City Taxes Levied | 5,163,168 | 5,427,619 | 5,884,648 | 7,574,369 | 9,343,699 | 9,423,777 |
| | | | | | | |
| Net Taxes \$ Increase | | 264,451 | 457,029 | 1,689,721 | 1,769,330 | 80,078 |
| Net Taxes % Increase | | 5.12% | 8.42% | 28.71% | 23.36% | 0.86% |

2023 City Council Meeting Schedule Amendment

City Staff presents for your consideration cancellation of the Monday, July 3, 2023 City Council Meeting to accommodate summer travel related to the Independence Day holiday on Tuesday, July 4, 2023.

If approved, the schedule for the remainder of 2023 will proceed as shown below:

| <u>MEETING TYPE</u> | <u>DAY</u> | <u>DATE</u> | <u>PURPOSE</u> |
|---------------------|------------|-------------|-----------------|
| Council Meeting** | No Meeting | 7/3/2023 | Holiday Tuesday |
| Council Meeting | Monday | 7/17/2023 | |
| Council Meeting | Monday | 8/7/2023 | |
| Council Meeting | Monday | 8/21/2023 | |
| Council Meeting** | No Meeting | 9/4/2023 | Holiday Weekend |
| Council Meeting | Monday | 9/18/2023 | |
| Council Meeting | Monday | 10/2/2023 | |
| Council Meeting | Monday | 10/16/2023 | |
| Council Meeting | Monday | 11/6/2023 | |
| Council Meeting | Monday | 11/20/2023 | |
| Council Meeting | Monday | 12/4/2023 | |
| Council Meeting | Monday | 12/18/2023 | |

**Tuesday Meeting*

***No Meeting*

LOCATION AGREEMENT

This agreement ("Agreement") is entered into effective as of the ____ day of _____, 2023, by and between the CITY OF POOLER ("Licensor"), whose address is: 100 SW HIGHWAY 80, POOLER, GEORGIA 31322 and _____ ("Company") whose address is: _____, in connection with the motion picture or project currently entitled: _____.

W I T N E S S E T H:

WHEREAS, the Mayor and Councilmembers of City of Pooler invite and encourage film and production utilizing Licensor property, provided Licensor's primary responsibility to provide service and protection to the general public is not impaired and provided Licensor is compensated for the time, labor, and other costs associated with permitting the utilization of Licensor property and facilities and provided Licensor is indemnified from any responsibility arising from any injury, accident, destruction of property during the period as hereinafter set forth; and

WHEREAS, the Company is desirous of using certain property and facilities of Licensor for purposes related to the motion picture or project referenced above.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. **Rights Granted:** Licensor hereby grants to Company, its employees, agents, contractors and suppliers, and such other parties as it may authorize or designate, the right to enter and use the property located at _____ (the "Property") for the purpose of filming scenes of the Picture, which permission includes access to and from the Property, including the interiors and exteriors thereof, the right to bring and utilize thereon personnel, personal property, material and equipment, the right to photograph and make sound recordings on the Property, including the furniture, fixtures and other contents (and the right to rearrange same), the right to use any names, verbiage, address, trademarks, logos, signs and identifying features located on the Property, the right to refer to the Property or any part thereof by any fictitious name and/or to attribute any fictitious events as occurring thereon, and the right to otherwise do all things reasonably necessary to carry out the production of the Picture.

Company shall not photograph or record Licensor officials, officers, employees or agents without first obtaining their individual written permission and Company shall not depict Licensor, its officials, officers, employees, agents and representatives in a manner as to portray foolishness, incompetence, evil, indifference, or dereliction of duty on their part without obtaining the written authorization of Licensor and the individuals concerned to do so.

2. **Results and Proceeds:** Company shall be the exclusive author, owner and copyright proprietor of all the photography, sound recordings and filmed materials ("Results and Proceeds") relating to Company's use of the Property, and Company may exploit, distribute and use all such Results and Proceeds in any manner, including, without limitation, in any films, programs, advertising, marketing, publicity, promotions or other materials, throughout the universe in perpetuity, in any and all media now known or hereafter devised. Licensor on its own behalf and on behalf of any person or entity having any interest in the Property or any materials located on the Property hereby waives any claims they may have in connection with the use of the Results and Proceeds by Company including, without limitation, claims relating to rights of privacy, rights of publicity, defamation, copyright infringement or trademark infringement. Company shall have the right to assign, transfer and/or grant all or any part of its rights in the Results and Proceeds to any person or entity. Nothing contained in this Agreement shall be construed as obligating Company to actually use the Property or the Results and Proceeds in or in connection with the Picture or in any other manner whatsoever.

3. **Term:** Access to the Property is granted for _____ day(s), commencing on or about _____, 2023 and ending on or about _____, 2023 (the "Term"), which such Term shall consist of approximately _____ "prep" day(s), _____ "shoot" day(s), _____ "hold" day(s), and _____ "wrap" day(s) (as such terms are commonly understood in the motion picture industry), subject to change as required by Company. If Company needs to change the dates of the Term due to weather conditions, a force majeure event and/or a change in the production schedule, no additional payment shall be due Licensor, provided that there is no increase in the total number of days of the Term. If additional days are necessary before or after the dates of Term (which additional days need not be consecutive to the Term), Licensor agrees to make the Property available to Company at a mutually agreeable time (which shall not be delayed or unreasonably withheld) in return for additional payment at the same rate(s) set forth below. Company may at any time prior to commencement of the Term elect not to use the Property, in which case neither party shall have any further obligations hereunder and Licensor shall promptly return to Company all sums previously paid to Licensor hereunder, if any.
4. **Location Fee:** In full consideration for use of the Property, Company will pay to Licensor the following daily rates for each such day that Company actually uses the Property during the Term, if and as applicable (collectively, the "Location Fee"):
- (i) _____ Dollars (\$_____.__) for each "prep" day;
 - (ii) _____ Dollars (\$_____.__) for each "shoot" day;
 - (iii) _____ Dollars (\$_____.__) for each "hold" day; and
 - (iv) _____ Dollars (\$_____.__) for each "wrap" day.

Licensor acknowledges and confirms that the Location Fee constitutes adequate and sufficient consideration for any inconvenience that may be caused by Company's filming of a motion picture on and around the Property and surrounding area.

5. **Deposits:** Company further agrees and covenants to pay a damage deposit of _____ Dollars (\$_____.__), conditioned upon Company accomplishing the necessary clean-up of the Property and to compensate Licensor fully for any damage (reasonable wear and tear excepted) to the Property caused by Company, its agents servants, employees, representative, subcontractors, or anyone acting at Company's direction, in the event Company fails or refuses to repair or replace the damaged item(s). Company further agrees and covenants to pay an additional per diem holdover deposit in the amount of _____ Dollars (\$_____.__), conditioned on Company's timely completion of the project. Company agrees and covenants that if the clean-up work is not completed or any damage (reasonable wear and tear excepted) is done to the Property, or if the project is not completed within the time, as much of the deposits as necessary to accomplish the clean-up or to compensate for such damage or compensate for such additional time shall be forfeited to Licensor; provided, however, that such deposit does not constitute a waiver of Licensor's right to recover the cost of any clean-up and/or compensation for damages done to the Property or for such additional time exceeding the full amount of the deposit. In the event that some but not all of the deposits are applied to clean-up work or to compensate for damage, or for additional time taken for the project, the balance not applied shall be returned to the Company.
6. **Use and Repairs:** Company shall obtain all required or necessary authorizations, permits, or certificates to under-take the filming or taping, including but not limited to business certificates and fire, police, or animal permits and shall comply fully with the terms of any such certificates or permit(s). Company shall comply with all applicable laws and regulations, including but not limited to any child employment laws. Licensor provides the Property "as is." Licensor further states that to its reasonable knowledge the property has not been subjected to any environmental contaminations or remediations as defined under Federal, State, or local laws.

Company shall comply with Licensor's reasonable requests to move, alter or remove any equipment or facilities if Licensor reasonably believes they are interfering with its ability to provide public service(s) or otherwise conduct its business. Company agrees and covenants to coordinate

fully the use of the Property with Licensor or its designee and to cooperate with Licensor or its designee so that any unavoidable disruption of the normal functioning of the Property shall be minimized. Company agrees and covenants not to film or tape, go on, or use any other property or facilities of Licensor without first obtaining written permission to do so. Company acknowledges responsibility for obtaining all necessary approvals for the use of any private property and Licensor will not assume any responsibility for procuring and arrangements for the same.

Company further agrees and covenants to take all necessary precautions to avoid causing damage (reasonable wear and tear excepted) to structures, buildings, equipment, grounds, wildlife and plants on the Property. Company agrees and covenants to remove all its equipment and facilities from the Property by the end of the stated term of this Agreement, unless extended, and shall leave the Property in as good condition as when received, reasonable wear and tear excepted. Company agrees to leave the Property in as good order as when received by Company, reasonable wear and tear excepted. Licensor and Company agree to jointly inspect the Property prior to and following Company's use, specifying in writing all existing damage, if any. Licensor agrees to submit in writing within five (5) days of Company vacating the Property a detailed list of all property damage for which Licensor claims Company is responsible and shall permit Company's representatives to inspect such damage. Provided that Company timely receives a written list of claimed damage and is afforded an opportunity to inspect same, Company shall repair any actual and verifiable damage to the Property directly caused by Company's use thereof (or shall arrange for the repairs to be made by contractors selected by Company), provided, however, that Company shall not be obligated to repair any damage to the Property caused by or contributed to by Licensor.

7. **Licensor Representations and Warranties:** Licensor represents and warrants that Licensor is the owner (or the authorized agent of the owner) of the Property and has the full right and authority to enter into this Agreement, and that the consent of no other party is necessary to effectuate the full and complete permissions and grant of rights made by Licensor herein. Additionally, Licensor represents and warrants that the Property is in good working condition and has been properly maintained in accordance with all applicable laws and ordinances and all safety and other regulations.
8. **Company Indemnity / Insurance:** Company agrees to indemnify and otherwise hold Licensor harmless from and against any and all damage to the Property directly caused by Company's use of the Property, except for such claims, demands, expenses or liabilities arising out of or related to Licensor's negligence or willful misconduct, any hidden or latent defect on the Property, and/or any breach of Licensor's representations, warranties and/or agreements hereunder. Company agrees that Licensor shall be named as a certificate holder on Company's Commercial General Liability Insurance, which Company represents has limits of liability of not less than \$1,000,000.00 per occurrence, with respect to claims that arise out of Company's negligence or willful misconduct, and shall provide Licensor a Certificate of Insurance for such policy upon execution of this Agreement.
9. **Remedies:** Licensor's sole remedy for a breach of this Agreement by Company shall be limited to an action at law for money damages, if any. Provided that in the event of a major emergency to the public in terms of public health and/or safety (such determination to be made by Licensor in its sole discretion; provided such determination shall not be made to intentionally frustrate the purpose of this Agreement), Company hereby permits Licensor to take control of the Property during the Term for only the period of time which is necessary to resolve such emergency. Licensor shall not have the right to seek to enjoin or restrain the production, distribution, exhibition or other exploitation of the Results and Proceeds, the Picture, or the advertising or publicity in connection therewith.
10. **APPLICABLE LAW:** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO AGREEMENTS OF THIS NATURE, AND LICENSOR HEREBY CONSENTS TO THE JURISDICTION OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA.

11. **Complete Understanding:** This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings regarding the subject matter hereof and cannot be modified except by a writing signed by the parties. This Agreement may be signed in counterparts and transmitted via electronic mail and such electronic signature counterparts taken together shall constitute an original binding agreement.
12. **Severability / Waiver:** It is understood and agreed between the parties hereto that if any condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision. A failure to initiate action as to any breach of this Agreement shall not be deemed a waiver of any right of action.
13. **Authority to Contract:** The undersigned each represent and warrant that they have the right, power and authority to enter into this Agreement and this Agreement shall be binding upon the parties and their respective successors, licensees and assigns, Licensor represents it owns the premises and is authorized to grant Company the limited license to enter and use the Property as set forth in this Agreement.
14. **No Gratuities:** Company agrees and covenants not to enter into any other agreements, either orally, or in writing, with any Licensor employee with regards to the Property, except as authorized herein or as authorized in writing by Licensor. Company further agrees and covenants not to employ in any manner whatsoever, or give anything of value to any Licensor employee, other than fees specified herein, without the express written permission of the Licensor. Company, its successors, assigns and licensees, agrees and covenants that its officers, agents, servants and employees shall have no Civil service status, pension, insurance benefits or tenure of any kind as an officer or employee of Licensor and shall not be employees of Licensor.
15. **Confidentiality:** Licensor may have access and become acquainted with sensitive information concerning Company and its operation, including, without limitation, proprietary documents and records pertaining to Company and the Picture. Licensor and Licensor's personnel shall keep confidential all such information which Company makes available to it. Licensor shall have a continuing duty, which shall survive the termination of this Agreement, to not disclose such sensitive information to any person or entity in any manner, except as authorized by Company or required by law. Licensor agrees that Licensor shall use good faith efforts to (i) obtain from essential personnel a signed Confidentiality and Non- Disclosure Agreement and (ii) provide a copy of the same to Company upon Company's request subject to any requirements under the laws of Georgia including without limitation public records laws. Upon termination or expiration of this Agreement, Licensor will return to Company all written, photographic and/or audio- visual materials with such sensitive information to Company that are in Licensor's possession. if such sensitive information made available to Licensor is lost or stolen, Licensor shall notify Company within twenty-four (24) hours from such occurrence and shall make good faith efforts to recover such information. Licensor further agrees that Licensor will not disclose the terms of this Agreement to any person without the prior written consent of Company and shall at all times preserve the confidential nature of Licensor's relationship to the Company and of the services hereunder (excluding any required disclosures to be made under the laws of Georgia including without limitation public records laws). Further, Licensor and/or Licensor's employees, subcontractors, and representatives shall not use any name, logo, trademark or other proprietary mark of Company and/or their respective parents, subsidiaries, affiliates, licensees, sub licensees and/or assignees in any manner without Company's prior written approval. Licensor, its employees, subcontractors and representatives, agree not to give any interviews, authorize any publicity, or release any photos or other information relating to Licensor's services, the Picture, Company or Company's successors, assigns, licensees and other affiliated companies (including, without limitation, the licensees of the Picture), or any Picture's personnel, including, without limitation, the cast, without Company's express prior written permission. For the avoidance of doubt, Licensor's confidentiality obligations and publicity restrictions hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; micro-blogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user

modified website; or any other website, service, platform, program, application or other form or method of communication, whether now known or hereafter devised. For example and for the sake of clarity, Licensor may not make disclosures nor cause disclosures to be made by any Licensor personnel or third parties that are prohibited hereunder via Facebook, Twitter, YouTube or any other similar website or service, whether existing now or in the future.

AGREED AND ACCEPTED:

COMPANY:

LICENSOR:

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

State of Georgia
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AND THE CITY OF POOLER, GEORGIA FOR THE USE OF COUNTY INMATES ON CITY AND COUNTY PROPERTY.

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Effingham County" houses inmates pursuant to a contract with the Georgia Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to other governmental entities; and

WHEREAS, Effingham County's inmate labor force exceeds the County's current demands for inmate labor; and

WHEREAS, the City of Pooler, Georgia hereinafter referred to as "the City of Pooler" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Pooler;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

WITNESSETH:

PART A

Effingham County and the City of Pooler agree to the following:

- (1) Effingham County shall supply to The City of Pooler a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Prison Public Work Camp, located in Springfield, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Pooler and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.
- (2) Under normal circumstances the work detail will work the same hours and under the same conditions as other EFFINGHAM COUNTY PRISON Public Work Camp employees (Monday through Friday, 7:30 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Prison, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.

- (3) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Pooler, Georgia for work detail purposes.
- (4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Pooler, Georgia. The City of Pooler shall provide all the equipment that is needed for the inmate detail.
- (5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Pooler, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Pooler, Georgia as well as between work sites within The City of Pooler.
- (6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Pooler work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Pooler. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.
- (7) The City of Pooler will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Pooler, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1 (33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Pooler equipment.
- (8) The City of Pooler shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison.
- (9) Effingham County shall schedule and have performed all routine and other maintenance of the vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Pooler's Public Works Director prior to performing the maintenance. The City of Pooler shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary vehicle maintenance shall be paid within thirty (30) days of receipt.
- (10) The City of Pooler shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Pooler shall exercise any immediate control, direction, or supervision over any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct said inmates accordingly. The City of Pooler Public Works Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.
- (11) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Pooler will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days

of receipt. The total cost under this agreement is seventy-five thousand Dollars (\$75,000) per year. This will be prorated for the initial term of June 6, 2017 through June 30, 2018 for a total cost of eighty thousand two hundred eight dollars and 33 cents (\$80,208.33). This cost includes the correctional supervisor's salary and employment benefits, Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes and a portion of the inmate cost. Effingham County will notify the City of Pooler each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.

- (12) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Prison and shall follow all rules and regulations that are set forth by the County, State, and Effingham County Prison.
- (13) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.
- (14) This Agreement may be terminated at any time by either party, with or without cause, by providing the other at least ninety (90) calendar days' prior written notice.
- (15) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto.

NOW WHEREAS, This Agreement will become effective on this _____ day of June, 2017, upon execution by all parties and will be in effect for the duration of the year, July 1, 2017 through June 30, 2018. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commissioners of Effingham County.

The foregoing is agreeable, this 16th day of May, 2017

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wesley M. Corbitt
Wesley Corbitt, Chairman

Attested: S. Johnson
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY PRISON

BY: _____
Victor Walker, Warden

THE CITY OF POOLER, GEORGIA

BY: Michael F. Lamb
Mike Lamb, Mayor

ATTESTED BY: Maribeth Lindler
Maribeth Lindler, City Clerk

Agreement reviewed and approved by County Attorney,

**Amendment No. 1 to the
Inmate Labor Agreement
Executed May 16th, 2017
between
Board of Commissioners of Effingham County
and
The City of Pooler, Georgia**

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 7th day of June, 2022 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **The City of Pooler, Georgia** ("CITY OF POOLER") with offices at 100 US-80, Pooler, GA. 31322.

WHEREAS, THE COUNTY and the CITY OF POOLER entered into an Agreement dated May 16, 2017 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2022 and ending on June 30, 2023.
2. Fee: This Amendment allows for an increase of five thousand dollars (\$5,000), bringing the agreement total to eighty thousand dollars (\$80,000) for FY23.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

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

The City of Pooler, Georgia

By: _____

Printed Name: _____

Title: _____

Dated: _____

Effingham County Board of Commissioners

By: _____

Printed Name: _____

Title: _____

Dated: _____

**Amendment No. 2 to the
Inmate Labor Agreement
Executed May 16th, 2017
between
Board of Commissioners of Effingham County
and
The City of Pooler, Georgia**

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this ____ day of _____, 2023 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **The City of Pooler, Georgia** ("CITY OF POOLER") with offices at 100 US-80, Pooler, GA. 31322.

WHEREAS, THE COUNTY and the CITY OF POOLER entered into an Agreement dated May 16, 2017 for Inmate Labor (as amended, the "Agreement"); and

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

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

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, July 1, 2023 and ending on June 30, 2024.
2. Fee: This Amendment allows for an increase of five thousand dollars (\$5,000), bringing the agreement total to eighty-five thousand dollars (\$85,000) for FY24.
3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

The City of Pooler, Georgia

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____