



**CITY of POOLER**  
— GEORGIA —

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**CITY COUNCIL REGULAR MEETING – AGENDA**

January 6, 2025 at 6:00 p.m. | 100 US Highway 80 SW, Pooler, GA 31322

- I. ROLL CALL
  - II. CALL TO ORDER
  - III. INVOCATION
  - IV. PLEDGE OF ALLEGIANCE
  - V. ANNOUNCEMENTS
  - VI. CONSENT AGENDA
    - A. City Council Minutes of December 16, 2024
    - B. City Council Executive Session Minutes of December 16, 2024
    - C. City Council Meeting Minutes of December 30, 2024
    - D. Alcoholic Beverage License Application for Ruby Tuesday Operations, LLC DBA Ruby Tuesday #4274 at 110 Pooler Parkway (Restaurant)
  - VII. SPECIAL EVENTS
    - A. Temporary/Special Event Permit Application (Dispensing Alcohol) for a Quinceañera at Cottonwood Suites at 301 Governor Treutlen Drive on January 25, 2025
  - VIII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS
    - A. Proclamation for National Human Trafficking Prevention Month
  - IX. OUTSTANDING BUSINESS
    - A. Release of Maintenance and Warranty Bond for Telfair Park, Phase 1 (Easthaven Area D)
  - X. NEW BUSINESS
    - A. Zoning Map Amendment for 500 Seabrook Parkway (Public Hearing, Action)
    - B. Proposal from Kimley-Horn for Transportation Engineering Services, Quacco Road at Easthaven Boulevard Left-Turn Phasing Analysis, Not to Exceed \$3,500.00
-

XI. PUBLIC COMMENT

Each commenter will be allotted three minutes.

XII. EXECUTIVE SESSION

XIII. ADJOURNMENT



**CITY of POOLER**  
— GEORGIA —

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**CITY COUNCIL REGULAR MEETING – MINUTES**

December 16, 2024 at 6:00 p.m. | 100 US Highway 80 SW, Pooler, GA 31322

**I. ROLL CALL**

Present: Karen Williams, Mayor  
Wesley Bashlor, Councilmember  
Michael Carpenter, Councilmember  
Aaron Higgins, Mayor Pro Tem  
Tom Hutcherson, Councilmember  
John Wilcher, Councilmember  
Shannon Valim, Councilmember  
Craig Call, City Attorney  
Heath Lloyd, City Manager  
Chris Lightle, Chief Finance Officer  
Kiley Fusco, Clerk of Council

Absent:

**II. CALL TO ORDER**

Mayor Karen Williams called the meeting to order at 6:00 p.m.

**III. INVOCATION**

Resident Joy Aiken gave the invocation.

**IV. PLEDGE OF ALLEGIANCE**

Resident Joy Aiken led the pledge.

**V. ANNOUNCEMENTS**

Mayor Pro Tem Aaron Higgins announced his upcoming name change and noted the remaining nights of Santa Visits Pooler, the full schedule of which is available on the City’s website at [www.pooler-ga.gov](http://www.pooler-ga.gov).

Mayor Pro Tem Aaron Higgins then moved to amend the agenda, adding Item Q. “Contract Approval for Lift Station 21 and 22 Upgrades” under New Business.

Motion to Amend; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**VI. CONSENT AGENDA**

**A. City Council Workshop Minutes of November 18, 2024**

**B. City Council Workshop Minutes of December 2, 2024**

**C. City Council Meeting Minutes of December 2, 2024**

Councilmember Tom Hutcherson moved to approve the Consent Agenda.

Motion to Approve; PASSED (6-0-0)

MOVER: Hutcherson

SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**VII. SPECIAL EVENTS**

**~~A. Special Event Permit Application (No Alcohol) for Holiday Season-  
Fireworks Sale at Tanger Outlets from December 26, 2024 - January  
3, 2025~~**

Mayor Karen Williams noted that the item had been withdrawn by the petitioner. No action was taken.

**VIII. DEPARTMENT REPORTS**

**A. Public Works**

Assistant City Manager Matt Saxon gave the Public Works Report.

**B. Finance**

Chief Finance Officer Chris Lightle gave the Finance Report.

**C. Fire-Rescue**

Chief Wade Simmons gave the Fire-Rescue Report.

**D. Police**

Chief Ashley Brown gave the Police Report.

**E. Parks & Recreation**

Jeremy Greene gave the Parks & Recreation Report.

**F. Planning & Development**

Director Nicole Johnson gave the Planning & Development Report.

**G. Human Resources**

Assistant City Manager Caroline Hankins gave the Human Resources Report.

**IX. ORDINANCES, PROCLAMATIONS, RESOLUTIONS**

**A. Ordinance O2024-09.B – Commercial Parking Requirements - Chapter 82 - Traffic and Vehicles, Article II - Stopping, Standing and Parking, Section 39 - Residential Neighborhood and Subdivision Restrictions, Section 41 - Same - Penalties and Section 45 - Parking of Commercial Vehicles to Add Language Related to Parking Violations (Second Reading)**

City Manager Heath Lloyd presented the second reading for consideration. Councilmember John Wilcher moved to approve the second reading of Ordinance O2024-09.B – Commercial Parking Requirements - Chapter 82 - Traffic and Vehicles, Article II - Stopping, Standing and Parking, Section 39 - Residential Neighborhood and Subdivision Restrictions, Section 41 - Same - Penalties and Section 45 - Parking of Commercial Vehicles to Add Language Related to Parking Violations.

Motion to Approve; PASSED (6-0-0)

MOVER: Wilcher

SECONDER: Higgins

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**B. Ordinance O2024-12.A – To Amend Chapter 38: Courts; to Provide for a Term of Office for the Municipal Court Judge; to Provide for an Effective Date (Second Reading)**

City Manager Heath Lloyd presented the second reading for consideration. Councilmember Michael Carpenter moved to approve Ordinance O2024-12.A – To Amend Chapter 38: Courts; to Provide for a Term of Office for the Municipal Court Judge; to Provide for an Effective Date.

Motion to Approve; PASSED (6-0-0)

MOVER: Carpenter

SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**C. Resolution R2024-12.D – GIRMA Georgia First Responders PTSD Program Enrollment, Component 1, Not to Exceed \$6,532.00**

City Manager Heath Lloyd presented the resolution for consideration. Councilmember John Wilcher moved to approve Resolution R2024-12.D – GIRMA Georgia First Responders PTSD Program Enrollment, Component 1, Not to Exceed \$6,532.00.

Motion to Approve; PASSED (6-0-0)

MOVER: Wilcher

SECONDER: Valim

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**D. Resolution R2024-12.B – Fiscal Year 2025 Budget Approval (First Reading; Public Hearing, Action)**

City Manager Heath Lloyd presented the resolution for consideration. Mayor Karen Williams opened the public hearing. Citizen Pete Chaison commented. Mayor Karen Williams closed the public hearing, and Mayor Pro Tem Aaron Higgins moved to approve the first reading of Resolution R2024-12.B – Fiscal Year 2025 Budget Approval.

Motion to Approve; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**X. OUSTANDING BUSINESS**

**A. Zoning Map Amendment for 500 Seabrook Parkway (Public Hearing, Action)**

City Manager Heath Lloyd presented the amendment for consideration. Attorney John Northup was present on behalf of the petitioner, and verbally requested postponement of the agenda item, stating that the petitioner would cover the costs of any public hearing readvertisement. Mayor Karen Williams opened and closed the public hearing without comment. Mayor Pro Tem Aaron Higgins moved to postpone the Zoning Map Amendment for 500 Seabrook Parkway to the January 6, 2025 City Council Meeting.

Motion to Postpone; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Bashlor

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**XI. NEW BUSINESS**

**~~A. Zoning Map Amendment for 1511 Quacco Road (Public Hearing, Action)~~**

Mayor Karen Williams noted that the item had been withdrawn by the petitioner. No action was taken.

**B. Site Plan for Stoneweg Multifamily at 800 High Avenue**

City Manager Heath Lloyd presented the site plan for consideration. Doug Morgan of EMC Engineering Services was present on behalf of the petitioner. Mayor Pro Tem Aaron Higgins, upon review of the criteria, moved to approve the Site Plan for Stoneweg Multifamily at 800 High Avenue, subject to the following condition: the access road from Old Quacco Road shall be used for emergency vehicle access only until such time that the Pooler Parkway/Quacco Road improvements are complete. Until completion, the main access shall remain off High Avenue.

Motion to Approve with Stipulations; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Hutcherson  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS

**C. Final Plat and Performance Bond for Harmony, Phase 8A at Andante Way**

City Manager Heath Lloyd presented the plat and bond for consideration. Councilmember Wesley Bashlor moved to approve the final plat and performance bond in the amount of \$3,448,621.50 for Harmony, Phase 8A at Andante Way.

Motion to Approve; PASSED (6-0-0)  
MOVER: Bashlor  
SECONDER: Wilcher  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS:

**D. Release of Landscape Warranty Bond for Outlet Mall of Savannah at 200 Tanger Outlets Boulevard**

City Manager Heath Lloyd presented the bond for consideration. Travis Burke of Coleman Company was present on behalf of the petitioner. Councilmember John Wilcher moved to approve release of the Landscape Warranty Bond for Outlet Mall of Savannah at 200 Tanger Outlets Boulevard in the amount of \$361,524.00.

Motion to Approve; PASSED (6-0-0)  
MOVER: Wilcher  
SECONDER: Higgins  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS:

**E. Acceptance of Maintenance Bond for I-16 West, Phase 2B at I-16 and Pooler Parkway**

City Manager Heath Lloyd presented the bond for consideration. Councilmember John Wilcher moved to approve acceptance of the Maintenance Bond for I-16 West, Phase 2B at I-16 and Pooler Parkway in the amount of \$452,441.98.

Motion to Approve; PASSED (6-0-0)  
MOVER: Wilcher  
SECONDER: Hutcherson  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS:

**F. Acceptance of Maintenance Bond for I-16 Mixed Use Access Road at High Avenue Extension**

City Manager Heath Lloyd presented the bond for consideration. Councilmember John Wilcher moved to approve acceptance of the Maintenance Bond for I-16 Mixed Use Access Road at High Avenue Extension in the amount of \$230,744.00.

Motion to Approve; PASSED (6-0-0)  
MOVER: Wilcher  
SECONDER: Hutcherson  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS:

**G. Release of Maintenance and Warranty Bonds for Hunt Club, Phase 6**

City Manager Heath Lloyd presented the bonds for consideration. Councilmember John Wilcher moved to approve Release of the Maintenance and Warranty Bonds for Hunt Club, Phase 6 in the amount of \$619,112.00.

Motion to Approve; PASSED (6-0-0)  
MOVER: Wilcher  
SECONDER: Bashlor  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS:

**H. Release of Maintenance and Warranty Bonds for Telfair Park, Phase 1 at Easthaven Area D**

City Manager Heath Lloyd presented the bonds for consideration. Mayor Pro Tem Aaron Higgins moved to table Release of the Maintenance and Warranty Bonds for Telfair Park, Phase 1 at Easthaven Area D in the amount of \$380,246.03.

Motion to Table; PASSED (6-0-0)  
MOVER: Higgins  
SECONDER: Wilcher  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS:

Upon returning to the agenda item, Councilmember Tom Hutcherson moved to postpone Release of the Maintenance and Warranty Bonds for Telfair Park, Phase 1 at Easthaven Area D in the amount of \$380,246.03 to the January 6, 2025 City Council Meeting.

Motion to Postpone; PASSED (6-0-0)  
MOVER: Hutcherson  
SECONDER: Wilcher  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS:

**I. Release of Sidewalk Performance Bond for Telfair Park, Phase 1 at Easthaven Area D**

City Manager Heath Lloyd presented the bonds for consideration. Councilmember John Wilcher moved to approve Release of Sidewalk Performance Bond for Telfair Park, Phase 1 at Easthaven Area D in the amount of \$75,735.00.

Motion to Approve; PASSED (6-0-0)  
MOVER: Wilcher  
SECONDER: Bashlor



AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher  
NAYS:

**J. ~~Agreement with Judge J. Hamrick Gnann for Municipal Court Judge Services~~**

Mayor Karen Williams noted that the item had been withdrawn from the agenda. No action was taken.

**K. Proposal for a Summary Change Order (CO4) with Hussey Gay Bell for the Wastewater Treatment Plant 6.223 MGD Expansion, Not to Exceed \$154,980.00**

City Manager Heath Lloyd presented the proposal for consideration. Jessica Hargrove of Hussey Gay Bell was present on behalf of the petitioner. Councilmember Wesley Bashlor moved to approve the Proposal for a Summary Change Order (CO4) with Hussey Gay Bell for the Wastewater Treatment Plant 6.223 MGD Expansion, Not to Exceed \$154,980.00.

Motion to Approve; PASSED (6-0-0)

MOVER: Bashlor

SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**L. Proposal for Transportation Engineering Services with Kimley-Horn for Addendum No. 3 to the Pine Barren Road Corridor Study (Pooler Parkway to South Rogers Street), Not to Exceed \$76,500.00**

City Manager Heath Lloyd presented the proposal for consideration. Rhodes Hunt of Kimley-Horn was present on to answer questions. Citizen Latricia Brown commented. Councilmember Michael Carpenter moved to approve the Proposal for Transportation Engineering Services with Kimley-Horn for Addendum No. 3 to the Pine Barren Road Corridor Study (Pooler Parkway to South Rogers Street), Not to Exceed \$76,500.00.

Motion to Approve; PASSED (6-0-0)

MOVER: Carpenter

SECONDER: Valim

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**M. Award Contract for Lead Pipe Inspection**

City Manager Heath Lloyd presented the bids for consideration. Councilmember John Wilcher moved to award the Contract for Lead Pipe Inspection to Aqua Meter Consultants, Not to Exceed \$82,600.00.

Motion to Award; PASSED (6-0-0)

MOVER: Wilcher

SECONDER: Higgins

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**N. Award Contract for Pipemakers Canal Improvements, Phase II**

City Manager Heath Lloyd presented the bids for consideration. Mayor Pro Tem Aaron Higgins moved to award the Contract for Pipemakers Canal Improvements, Phase II, to Savannah River Utilities, Not to Exceed \$1,588,927.00.

Motion to Award; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Bashlor

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**O. Award Contract for a Temporary Construction Access for OutPost Bay at Jimmy Deloach Parkway**

City Manager Heath Lloyd presented the bids for consideration. Citizen Shirlinia Daniel commented. Councilmember Wesley Bashlor moved to award the Contract for a Temporary Construction Access for OutPost Bay at Jimmy Deloach Parkway to Ryjack Enterprises, Not to Exceed \$25,300.00.

Motion to Award; PASSED (6-0-0)

MOVER: Bashlor

SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**P. Award Contract for West Collins Street Improvements**

City Manager Heath Lloyd presented the bids for consideration. Councilmember John Wilcher moved to award the Contract for the West Collins Street Improvements to Crossroads Construction, Not to Exceed \$97,750.00.

Motion to Award; PASSED (6-0-0)

MOVER: Wilcher

SECONDER: Hutcherson

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**Q. Contract Approval for Lift Station 21 and 22 Upgrades**

City Manager Heath Lloyd presented the contract for consideration. Mayor Pro Tem Aaron Higgins moved to approve the contract for Lift Station 21 and 22 Upgrades previously awarded to Southern Civil, LLC, Not to Exceed \$1,861,170.00 and subject to City Attorney approval.

Motion to Approve; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

**XII. PUBLIC COMMENT**

Citizen Kimberly O'Connell commented.

City Manager Heath Lloyd delivered a presentation on the December 12-13, 2024 Boil Water Advisory.

**XIII. EXECUTIVE SESSION**

With no further public business to conduct, Mayor Pro Tem Aaron Higgins moved to enter Executive Session. Mayor and Council entered at 8:56 p.m.

Motion to Enter; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

Mayor Karen Williams called the meeting back to order at 9:06 p.m.

**XIV. ADJOURNMENT**

Mayor Pro Tem Aaron Higgins moved to adjourn the meeting.

Motion to Adjourn; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

Mayor Karen Williams reminded those present of the Special Called Meeting with Public Hearing to be held on December 30, 2024 at 6:00 p.m. for adoption of the Fiscal Year 2025 Budget.

The meeting adjourned at 9:07 p.m.

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

CITY OF POOLER, GEORGIA

\_\_\_\_\_  
Karen L. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Kiley Fusco, Clerk of Council



CITY of POOLER  
GEORGIA

STATE OF GEORGIA     }  
                                  }  
COUNTY OF CHATHAM   }

**AFFIDAVIT**

O.C.G.A. § 50-14-3. Excluded proceedings.  
O.C.G.A. § 50-14-4. Procedure when meeting closed.

I, Karen L. Williams, Mayor of the City of Pooler, Georgia, do hereby make the following statement in accordance with the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.), specifically pursuant to O.C.G.A. § 50-14-3 and O.C.G.A. § 50-14-4:

- (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 City Council of the City of Pooler, Georgia held at City Hall on Dec. 16<sup>th</sup>, 2024. A portion of said meeting was closed to the public.
- (3) It is my understanding that O.C.G.A. § 50-14-4(b) provides as follows: When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the person presiding over such meeting or, if the agency's policy so provides, each member of the governing body of the agency attending such meeting, shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.
- (4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows:
  - Personnel Matters** – Discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action, dismissal, or periodic evaluation or rating of a public officer or employee. Interview one or more applicants for the position of the executive head of an agency. (O.C.G.A. § 50-14-3(b)(2))
  - Real Estate Transactions** – Discussions related to the purchase, lease, or sale of real property. Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate. 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. (O.C.G.A. § 50-14-3(b)(1))

- Cybersecurity** – Discussions related to cybersecurity matters, including the security of public infrastructure and government systems. (O.C.G.A. § 50-14-3(b)(4))
- Pending Litigation** - Consultation with legal counsel concerning litigation, 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. (O.C.G.A. § 50-14-3(b)(3))

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- Confidentiality Required by Law** – To consider records or portions of records exempt from public inspection or disclosure because there are no reasonable means to consider the record without disclosing the exempt portions. (O.C.G.A. § 50-18-72)

This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-3 and § 50-14-4 and is to be filed with the official minutes for the aforementioned meeting.

CITY OF POOLER, GEORGIA

*Karen S. Williams*  
Mayor Signature

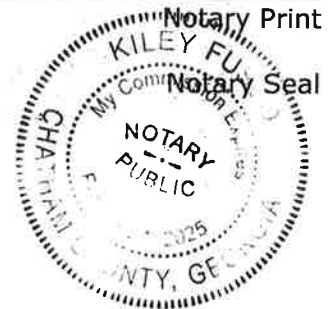
Karen S. Williams  
Mayor Print

Sworn to and subscribed before me this

16TH day of DECEMBER, 2024.

*[Signature]*  
Notary Signature

KILEY FUSCO  
Notary Print





**CITY of POOLER**  
— GEORGIA —

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**CITY COUNCIL SPECIAL CALLED MEETING – MINUTES**

December 30, 2024 at 6:00 p.m. | 100 US Highway 80 SW, Pooler, GA 31322

**I. ROLL CALL**

Present: Karen Williams, Mayor  
Wesley Bashlor, Councilmember  
Michael Carpenter, Councilmember  
Aaron Higgins, Mayor Pro Tem  
Tom Hutcherson, Councilmember  
John Wilcher, Councilmember  
Heath Lloyd, City Manager  
Chris Lightle, Chief Finance Officer  
Kiley Fusco, Clerk of Council

Absent: Shannon Valim, Councilmember  
Craig Call, City Attorney

**II. CALL TO ORDER**

Mayor Karen Williams called the meeting to order at 6:00 p.m.

**III. INVOCATION**

Assistant City Manager Matthew Saxon gave the invocation.

**IV. PLEDGE OF ALLEGIANCE**

Assistant City Manager Matthew Saxon led the pledge.

**V. ANNOUNCEMENTS**

Mayor Karen Williams acknowledged the passing of President Jimmy Carter.

**VI. ORDINANCES, PROCLAMATIONS, RESOLUTIONS**

**A. Resolution R2024-12.B – Fiscal Year 2025 Budget Approval (Second Reading; Public Hearing, Action)**

City Manager Heath Lloyd presented the resolution for consideration. Mayor Karen Williams opened and closed the public hearing without comment. Mayor Pro Tem Aaron Higgins moved to approve the first reading of Resolution R2024-12.B – Fiscal Year 2025 Budget Approval.

Motion to Approve; PASSED (6-0-0)  
MOVER: Higgins

SECONDER: Carpenter  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Wilcher  
NAYS:

**VII. PUBLIC COMMENT**

There were no public comments.

**VIII. ADJOURNMENT**

Councilmember John Wilcher moved to adjourn the meeting.

Motion to Adjourn; PASSED (6-0-0)  
MOVER: Wilcher  
SECONDER: Higgins  
AYES: Bashlor, Carpenter, Higgins, Hutcherson, Wilcher  
NAYS:

The meeting adjourned at 6:07 p.m.

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

CITY OF POOLER, GEORGIA

\_\_\_\_\_  
Karen L. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Kiley Fusco, Clerk of Council

7123



# Alcoholic Beverage License Application (New)

Page 1 of 6

Updated SEPT 2023

## NOTICE TO APPLICANT

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

- Complete the Application.** The application must be completed in its entirety including the Private Employer Affidavit, Affidavit Verifying Status, and, if applicable, the Sunday Sales Affidavit, including notarization. Notary services are available in our office if needed; an appointment is required. Do not enter "same", "N/A", "see below" or use white-out on this application.
- Complete the Background Check.** Applicants must register for criminal background fingerprints using the Georgia Applicant Processing Service(GAPS) through the Fieldprint website. Once registered, contact the Business Registration Office at [finance@pooler-ga.gov](mailto:finance@pooler-ga.gov) to request approval of your registration. Provide your Registration ID# \_\_\_\_\_ and date of fingerprinting: \_\_\_\_\_.
- Provide Identification.** Attach a copy of at least one (1) secure and verifiable document (driver's license, passport, or I-551 permanent resident card). See the link for a complete list of acceptable forms of identification: <https://law.ga.gov/immigration-reports>.
- State of Georgia Registration.** Every new application (except wholesalers and manufacturers) must also apply through the Georgia Department of Revenue website. Please visit <https://dor.georgia.gov/alcohol-tobacco/alcohol-licenses-permits/apply-alcohol-permit> to apply for your state license. **No sales are allowed until the business has obtained both a state and local license.**
- Submit the Application.** You have the option of emailing your application to [finance@pooler-ga.gov](mailto:finance@pooler-ga.gov) or calling (912) 748-7261 to schedule an appointment to submit your application in person.
- Make Payment.** Application payment can be made in person, via mail, or over the phone with a debit/credit card. Please refer to the fee schedule page to determine the amount due. If applying after July 1 of any calendar year, note that the retail fees only are prorated for the remainder of the year.
- Await Review.** Once the application is submitted and fee is paid, your application will be reviewed by the Planning & Development Department and your criminal history report will be forwarded to the Chief of Police. Both departments will review the application and provide recommendations for approval or denial. Applicants will receive an email with their recommendations.
- Await Approval.** The application will be placed on the upcoming council agenda. You will be notified of the meeting via email so a representative can be present. Final approval is given by Mayor and Council only. Upon approval, all licenses will be emailed to the applicant's email provided in the application, a copy uploaded to the state's website, and a mailed copy will also be sent out to the mailing address on file. Please allow at least 3-5 business days for processing.

### OFFICE USE ONLY

Date Received: 12/13/24 Received by: PP Fee Paid: \$ 53490  
 License: 7123 Date Issued: \_\_\_\_\_







# Alcoholic Beverage License Application (New)

Page 3 of 6

Updated **SEPT 2023**

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N/A  
Date of Birth & Place of Birth (City, State, Country) SSN

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216 East Church Avenue, Maryville, TN 37804 722511  
Physical Home Address NAICS

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Same as above  
Mailing Address (if different)

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Email	Home Phone	Mobile Phone
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## Additional Owner Information

List all owners, if greater than one, who have an ownership interest of 10% or more in the business. Use additional paper if needed.

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None

Owner Name	Address	Phone
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Owner Name	Address	Phone
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Owner Name	Address	Phone
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Owner Name	Address	Phone
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## Criminal History

**Warning:** Failure to make full disclosure in responses to these questions may result in denial or subsequent revocation of the license. If the answer to any question in this section is "yes" for the applicant or any person connected with or having an interest in said business, attach a written explanation describing the circumstances in detail for each person.

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

1. Ever been convicted of any criminal violation or city ordinance violation other than a traffic violation?  
 No     Yes
2. Ever served time in prison or other correctional institution?  
 No     Yes
3. Ever had an alcoholic beverage license suspended or revoked at any time in any locality?  
 No     Yes



# Alcoholic Beverage License Application (New)

Page 4 of 6

Updated SEPT 2023

4. Ever previously or currently held/hold a license to sell wine, beer and/or distilled spirits/liquor? (If yes, complete question 5. If no, skip question 5.)

No  Yes

5. If yes to question 4, were there any violations of any law, regulation or ordinance relating to such business?

No  Yes

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

Patricia P. Gach

Applicant Name

Applicant Signature

12-6-24

Date

## Notary Public

December 6<sup>th</sup>, 2024

Subscribed and Sworn This Day Of

MARIAN MOORE MCDOWELL

Notary Name

Notary Signature

10-24-27

Commission Expiration

Seal

**MARIAN MOORE MCDOWELL**  
NOTARY PUBLIC  
Chatham County  
State of Georgia  
My Comm. Expires Oct. 24, 2027



# Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-G(d) (E-Verify)

Updated **SEPT 2023**

## Affidavit

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

Ruby Tuesday Operations LLC  
Name of Private Employer

Check One:  On January 1<sup>st</sup> of the below-signed year, the individual, firm, or corporation employed **greater than ten** (10) employees.

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

1701765

06/15/2021

Federal Work Authorization User Identification Number

Authorization Date

On January 1<sup>st</sup> of the below-signed year, the individual, firm, or corporation employed **fewer than ten** (10) employees.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Patricia P. Gach, Authorized Agent  
Authorized Officer or Agent Name

[Signature]  
Applicant Signature

12-6-24  
Date of Execution

## Notary Public

December 6<sup>th</sup>, 2024  
Subscribed and Sworn This Day Of

Marian Moore McDowell  
Notary Name

[Signature]  
Notary Signature

10/24/27  
Commission Expiration

Seal

**MARIAN MOORE MCDOWELL**  
NOTARY PUBLIC  
Chatham County  
State of Georgia  
My Comm. Expires Oct. 24, 2027



# Affidavit Verifying Status for City Public Benefit Application (SAVE)

Updated SEPT 2023

## Affidavit

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

Check One:  I am a United States citizen.

I am a legal permanent resident.

\_\_\_\_\_  
Alien Number Issued by the Department of Homeland Security or Other Federal Agency

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

\_\_\_\_\_  
Alien Number Issued by the Department of Homeland Security or Other Federal Agency

The undersigned applicant also hereby verifies that they are 18 years of age or older and have provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. The secure and verifiable document provided with this affidavit can be best classified as:

Driver's license

Type of Document

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

Patricia P. Gach

Authorized Officer or Agent Name

Applicant Signature

12-6-24

Date of Execution

Ruby Tuesday Operations LLC d/b/a Ruby Tuesday #4274

Name of Business

## Notary Public

December 6<sup>th</sup> 2024  
Subscribed and Sworn This Day Of

Marian Moore McDowell

Notary Name

Notary Signature

Commission Expiration

**MARIAN MOORE MCDOWELL**  
NOTARY PUBLIC  
Chatham County  
State of Georgia  
My Comm. Expires Oct. 24, 2027



# Alcoholic Beverage License Application (New)

Page 6 of 6

Updated SEPT 2023

## PLANNING & DEVELOPMENT USE ONLY

The Planning & Development Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:

PIN: 50017C 01008 Zoning: C-2 (Heavy Commercial)

Approved  Denied Reviewed by: UM. Benson Date: 12/16/24

Comments: \_\_\_\_\_

## POLICE DEPARTMENT USE ONLY

The Police Department has reviewed the application, disclosure, and criminal histories of the applicant(s). Based on the findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:

Approved  Denied Reviewed by: Colley Brown Date: 12/30/2024

Comments: \_\_\_\_\_

## MAYOR & COUNCIL USE ONLY

Approved  Denied Mayor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_



# Temporary/Special Event Permit Application (Dispensing Alcohol)

Page 1 of 5

Updated **SEPT 2023**

## NOTICE TO APPLICANT

Applications must be submitted at least thirty (30) days prior to the event, no exceptions. Applications received with fewer than thirty (30) days' notice will neither be accepted, nor processed. No advertisements, fee collection, or orders should be made by the applicant (including online and on social media) until this application has been approved by the City's Mayor and Council.

- The application must be completed in its entirety. To speed up the process, please attach proposed event flyers, routes, maps, and any other supporting documents related to the event.
- All commercial businesses and non-profit organizations, regardless of possessing an active city-issued alcoholic beverage license, must also apply for the State of Georgia's Special Event Liquor License on their website:** [https://gtc.dor.ga.gov/\\_/](https://gtc.dor.ga.gov/_/) (This is NOT applicable to private events [i.e., weddings, family reunions, baby showers] unless a licensed business will be catering; in such case, the licensed catering business must apply for the State's Special Event Liquor License).
- All applicants must visit the Pooler Police Department to have a background check completed. This service is available Mondays and Wednesdays from 9:00 a.m.-4:30 p.m. and Fridays from 9:00 a.m.-12:00 p.m. There is a \$20 fee (subject to change). Questions may be directed to (912) 748-7333.
- Contact Business Registration at (912) 748-7261, ext. 118, to schedule an appointment to submit the application and background check and pay the non-refundable fee (\$100/day plus \$20 administrative fee) or email the form with supporting documents to [finance@pooler-ga.gov](mailto:finance@pooler-ga.gov) and make a phone payment with a card (Visa or MasterCard only). This permit is issued for a maximum of two (2) days.
- If seeking a waiver of fees, please indicate this on the application and attach, if applicable, your 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), state so on the 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 not be served, this is not the correct form; please fill out the Special Event Permit application or contact us for more information).
- The Zoning Administrator, Police Chief, and Fire Chief will review your completed application. At that time, each will make a recommendation for approval or denial and indicate what special stipulations, if any, must be completed prior to the application being presented to Mayor and Council. Following, Business Registration will contact you to inform you of the recommendation made and/or stipulations required by each department and provide you with contact information, if needed, to coordinate the use of police officers and/or emergency management personnel. You, the applicant, will contact all department personnel to schedule the use of staff as required.
- Business Registration will contact you to inform you when your Temporary/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 permit will be emailed and mailed to you within 2-3 business days of the council meeting and a copy of your permit will be uploaded to the State's website. **Please note that all alcohol must be purchased from a wholesaler and not from a liquor store.** If your event permit is not approved and you would like to appeal, contact [finance@pooler-ga.gov](mailto:finance@pooler-ga.gov)



# Temporary/Special Event Permit Application (Dispensing Alcohol)

Page 2 of 5

#7119

Updated SEPT 2023

### OFFICE USE ONLY

Date Received: 12/11/24 Received by: PP Fee Paid: \$ 120<sup>00</sup>

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

Meeting Date: \_\_\_\_\_ Mayor's Signature: \_\_\_\_\_

### Event Information

Name of Event: Donceastera (Birthday) Event Location: lotterwood sites. 301. Gov. Treutlen Entry Fee (if applicable): N/A

Event Date: 01/25/2025 Event Start Time: 4:00pm Event End Time: 12:00m (midnight)

Description of Event: Birthday Party (15<sup>th</sup>) Estimated Participants: 250

Type of Event:  Open (Public)  Closed (Invitation Only) Will food be sold or given away?  Yes  No

### Applicant Information

Applicant Full Legal Name: Jonathan Acosta Remigio Driver's License & State: \_\_\_\_\_

Date of Birth & Place of Birth (City, State, Country): \_\_\_\_\_ SSN: \_\_\_\_\_

Race: Bayamon Puerto Rico USA Sex: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Eye Color: \_\_\_\_\_

Physical Home Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Email: jonnyremigio9@gmail.com Phone: 912-695-3999

### Business Information

Legal Structure of Entity:  Sole Proprietor  Corporation  LLC  Partnership

Legal Business Name: \_\_\_\_\_ DBA (if applicable): \_\_\_\_\_





# Temporary/Special Event Permit Application (Dispensing Alcohol)

Page 3 of 5

Updated SEPT 2023

FEIN \_\_\_\_\_

GA Tax ID Number (STIN) \_\_\_\_\_

Non-Profit Name and IRS Status (if applicable) \_\_\_\_\_

Attest 80% of the proceeds benefit the non-profit?  Yes  No

## Criminal History

**Warning:** Failure to make full disclosure in responses to these questions may result in denial or subsequent revocation of the license. If the answer to any question in this section is "yes" for the applicant or any person connected with or having an interest in said business, attach an explanation describing the circumstances in detail.

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

1. Ever been convicted of any criminal violation or city ordinance violation other than a traffic violation?  
 No  Yes
2. Ever served time in prison or other correctional institution?  
 No  Yes
3. Ever had an alcoholic beverage license suspended or revoked at any time in any locality?  
 No  Yes
4. Ever previously or currently held/hold a license to sell wine, beer and/or distilled spirits/liquor? (If yes, complete question 5. If no, skip question 5.)  
 No  Yes
5. If yes to question 4, were there any violations of any law, regulation or ordinance relating to such business?  
 No  Yes

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

Jonathan Acosta Remijn  
Applicant Name

[Signature]  
Applicant Signature

12-11-24  
Date

## Notary Public

December 11th, 2024  
Subscribed and Sworn This Day Of

Paola A. Gregory Paola A. Gregory  
Notary Name Notary Signature





# Temporary/Special Event Permit Application (Dispensing Alcohol)

Updated SEPT 2023

## Classifications

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



# Temporary/Special Event Permit Application (Dispensing Alcohol)

Page 5 of 5

Updated SEPT 2023

## PLANNING & DEVELOPMENT USE ONLY

The Planning & Development Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:

PIN: 50021 02003 Zoning: C2  
 Approved  Denied Reviewed by: Rachael Brown Date: 12-12-2024  
Comments: MA

## POLICE DEPARTMENT USE ONLY

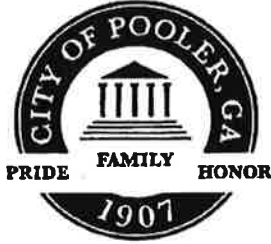
The Police Department has reviewed the application, disclosure, and criminal histories of the applicant(s). Based on the findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:

Approved  Denied Reviewed by: Carley Brown Date: 12/12/2024  
Comments: N/A

## FIRE-RESCUE SERVICES USE ONLY

Fire-Rescue Services have reviewed the application, disclosure, and criminal histories of the applicant(s). Based on the findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:

Approved  Denied Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments: \_\_\_\_\_



# Temporary/Special Event Permit Application (Dispensing Alcohol)

Page 5 of 5

Updated SEPT 2023

## PLANNING & DEVELOPMENT USE ONLY

The Planning & Development Department has reviewed and examined the application. Based on the findings and the requirements of the Zoning Ordinance of the City of Pooler, the application is therefore recommended for:

PIN: \_\_\_\_\_ Zoning: \_\_\_\_\_

Approved  Denied Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

## POLICE DEPARTMENT USE ONLY

The Police Department has reviewed the application, disclosure, and criminal histories of the applicant(s). Based on the findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:

Approved  Denied Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

## FIRE-RESCUE SERVICES USE ONLY

Fire-Rescue Services have reviewed the application, disclosure, and criminal histories of the applicant(s). Based on the findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for:

Approved  Denied Reviewed by: G. WADE SUMMERS Date: 12/12/24

Comments: N/A Gjh



# CITY of POOLER

— GEORGIA —

## PROCLAMATION

### *National Human Trafficking Prevention Month*

- WHEREAS,** Human trafficking is a heinous crime and a violation of human rights that affects individuals in every community, including our own; and
- WHEREAS,** An estimated 24.9 million people are victims of human trafficking globally, including men, women, and children who are exploited for labor, sex, and other forms of servitude; and
- WHEREAS,** January is nationally recognized as Human Trafficking Awareness and Prevention Month, a time to raise awareness about this crime and to take action to prevent it in all its forms; and
- WHEREAS,** Education and awareness are key components in the fight against human trafficking along with empowering our residents to recognize the signs of trafficking and take action to support survivors; and
- WHEREAS,** It is imperative that we work together to eliminate human trafficking, protect the vulnerable, and ensure that every person has the right to live free from exploitation and abuse; and
- WHEREAS,** We applaud the dedicated efforts of local, state, and national organizations, especially Tharros Place, that work tirelessly to combat human trafficking, to provide support for survivors, and educate the public; and
- WHEREAS,** The City of Pooler is committed to fostering a safe and supportive environment for all individuals, advocating for the protection of those at risk, and promoting initiatives that address the root causes of trafficking; and

**NOW, THEREFORE,** I, Karen Williams, Mayor of the City of Pooler, do hereby proclaim January 2025 as Human Trafficking Awareness and Prevention Month in the City of Pooler, and urge all residents to engage in activities that raise awareness and support efforts to end human trafficking.



---

**Karen L. Williams, Mayor**

**ATTEST:**

---

**Kiley Fusco, City Clerk**



**CITY of POOLER**  
— GEORGIA —

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**PLANNING & ZONING STAFF REPORT**

Release of Maintenance and Warranty Bond for Telfair Park Phase 1 (Easthaven Area D)

Project:	#201125
City Council Meeting Date:	January 6, 2025
Applicant and Authorized Agent:	Southwest Quarter Holdings, LLC
Location (Address):	Telfair Park Subdivision Phase 1 (Easthaven Area D)
Parcel (PIN):	51009 01034
Acreage:	Approximately 21
Zoning:	PUD (Savannah Quarters PUD)
Proposed Use:	Phase 1 of Telfair Park Phase 1 Subdivision (Easthaven Area D)
Staff Recommendation:	Approval
Recommended Motion:	<i>"After review of the application, move for approval of the request."</i>
Attachments:	A. Public Works Sign-off B. Recorded Plat C. Bond Documentation



**CITY of POOLER**  
GEORGIA

---


**Public Works**  
Certificate of Completion


November 7, 2024

Telfair Phase 1,


The developers of Telfair Phase 1 completed all punch list items for this project. Upon council approval, the City of Pooler Public Works Department approves the above-stated development to end its warranty bonding period.

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.: ES00017877

Premium: \$951.00/1 yr.  
Principal Amount: \$380,246.03

**MAINTENANCE AND WARRANTY BOND**

Project: Telfair Park, Phase 1 (Easthaven Area D)

City of Pooler Permit No.: (if applicable) \_\_\_\_\_

Project Location: Savannah Quarters, Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That SQ Res Land, LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "**CONTRACTOR,**" and Everest National Insurance Company, as Surety, hereinafter called the "**SURETY,**" registered business address of 100 Everest Way, Warren, NJ 07059, 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 Three Hundred Eighty Thousand Two Hundred \* Dollars (\$380,246.03) 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: \*Forty-Six & 03/100

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

**WHEREAS**, Contractor has constructed various public improvements, detailed as: Telfair Park, Phase 1 (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 Twelve (12) 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.:

ES00017877, this 11th day of June, 2024

(SEAL)  
ATTEST:  
  
WITNESS AS TO CONTRACTOR

Sarah J. Mann  
WITNESS AS TO CONTRACTOR

CONTRACTOR SQ Res Land, LLC  
*& Delaware limited liability company*

  
CONTRACTOR - Signature

Jesse P. Baker  
(Print Name)

By: Authorized Signatory  
Title

(SEAL)  
ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

Everest National 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, Attorney-in-Fact  
(Print Name)

OK07568  
Agent's License Number

Acisure of California, LLC DBA:  
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 11, 2024 before me, Susan E. Morales, Notary Public,  
(Here insert name and title of the officer)

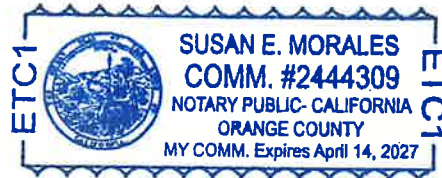
personally appeared Cheryl L. Thomas,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their 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 #ES00017877

(Title or description of attached document)

Everest National Insurance Company

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 6/11/24

#### 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.



POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

Handwritten signature of Anthony Romano

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified In Queens County
Term Expires April 25, 2027

Handwritten signature of Linda Robins

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 11th day of JUNE 2024.



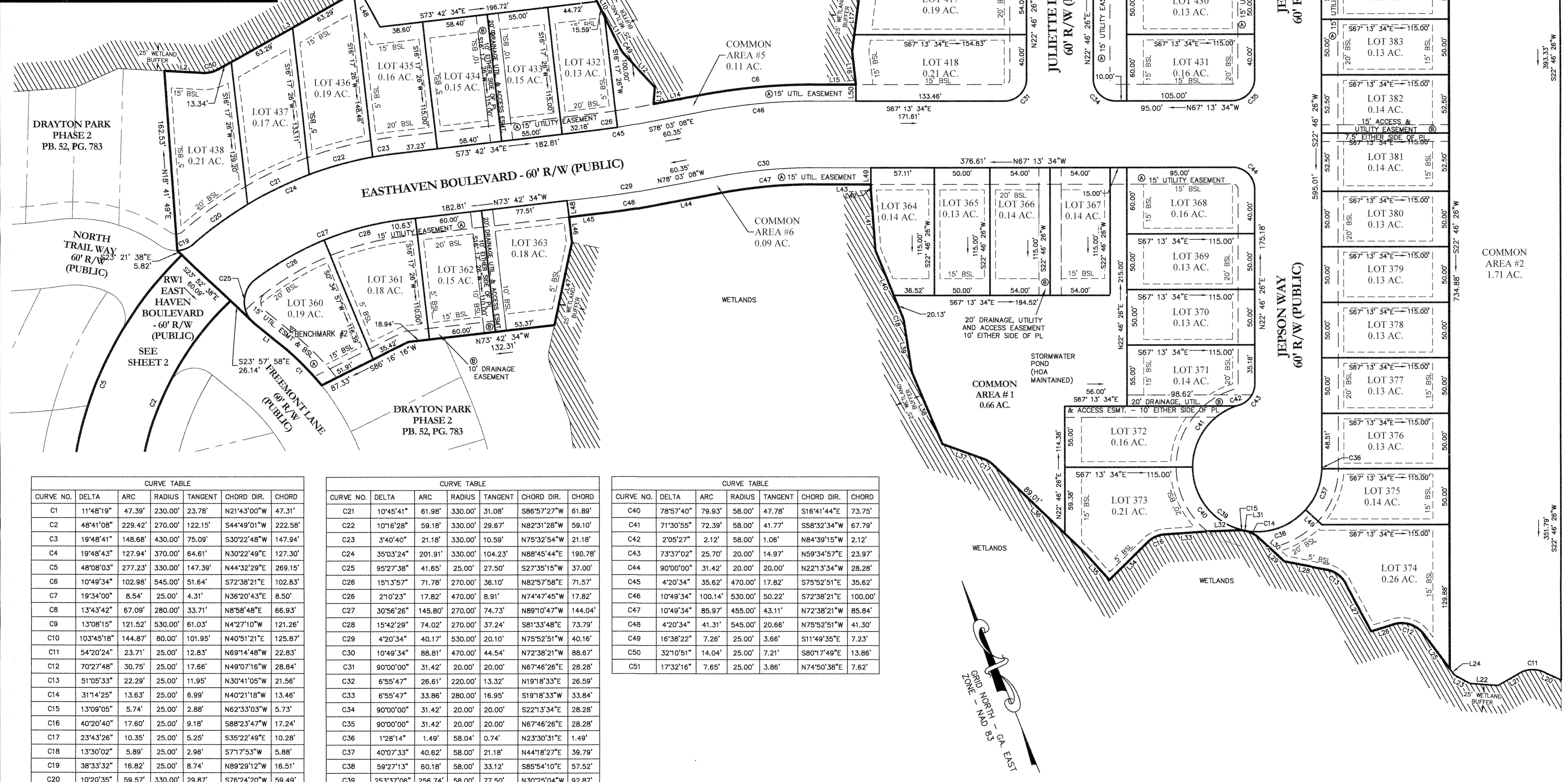
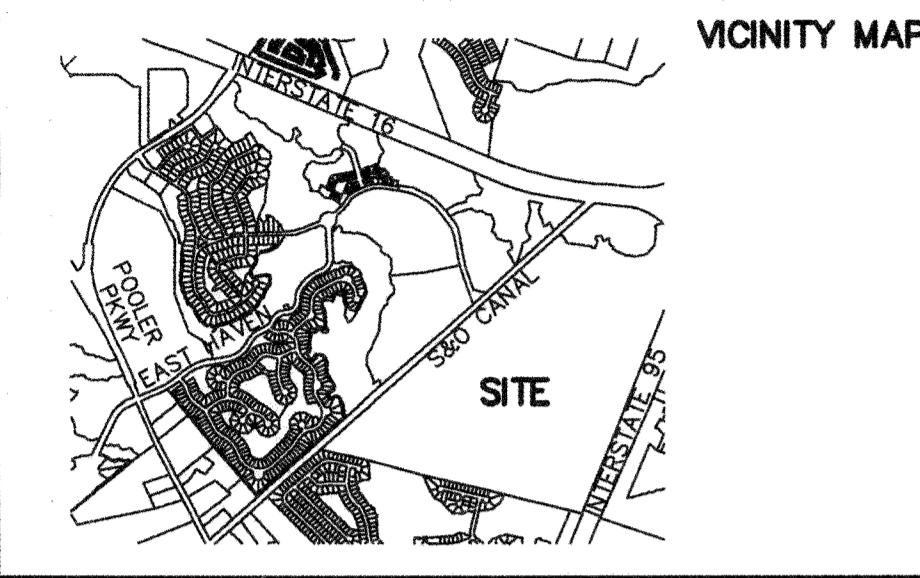
Handwritten signature of Sylvia Semerdjian

By: Sylvia Semerdjian, Assistant Secretary

Type: PLAT  
Recorded: 6/7/2022 5:34:00 PM  
Fee Amt: \$20.00 Page 1 of 2  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID: 782706213  
BK 53 PG 390 - 391

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



NOTES:  
1. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 132601008, EFFECTIVE DATE AUGUST 16, 2018, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PLAIN, FEMA FLOOD MAPS CHANGE OFTEN AND SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.  
2. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, SUB-SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT DISCLOSED, OR NOT DISCOVERED BY THE TITLE EXAMINATION.  
3. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL ISSUES.  
4. THE COORDINATES AND BEARINGS, AS SHOWN HEREON, ARE IN ACCORDANCE WITH THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE NAD83.  
5. PARENT PROPERTY IDENTIFICATION NUMBER: 51009 0121.  
6. SUBJECT PROPERTY IS ZONED PUD (SAVANNAH QUARTERS, PUD PHASE 17)  
7. SITE IS SERVED BY CITY OF POOLER, GEORGIA SANITARY SEWER AND WATER SYSTEM.  
8. PROPERTY CORNERS ARE MARKED WITH 5/8" IRON PINS UNLESS OTHERWISE NOTED.  
9. THE WETLAND AND BUFFER AREAS SHOWN HEREON ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES AND ANY DISTURBANCE OF THESE PROTECTED AREAS WITHOUT PROPER AUTHORIZATION AND PERMIT IS SUBJECT TO PENALTY BY LAW.  
10. ALL EASEMENTS SHOWN ARE INTENDED TO BE USED FOR THE INSTALLATION OF UTILITIES BY CITY OF POOLER, AND SUCH OTHER UTILITY PROVIDERS AS ARE GRANTED WRITTEN EASEMENTS BY THE OWNER. EASEMENTS HEREIN IN FAVOR OF THE CITY OF POOLER AND SAVANNAH QUARTERS EAST ASSOCIATION, INC. AND TELFAIR PARK AT SAVANNAH QUARTERS ASSOCIATION, INC. ARE SHOWN WITH THE SYMBOL A AND EASEMENTS ONLY IN FAVOR OF THE SAVANNAH QUARTERS EAST ASSOCIATION, INC. AND TELFAIR PARK AT SAVANNAH QUARTERS ASSOCIATION, INC. ARE SHOWN WITH THE SYMBOL B.  
11. ROADS AND DRAINAGE SYSTEM ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF POOLER.  
12. PORTION OF RIGHT OF WAY SHOWN HEREON AS RW1 IS LANDS OF SOUTHWEST QUARTER HOLDINGS LLC AND IS HEREBY DEDICATED AS RIGHT OF WAY PER THE SIGNATORY ON THE FACE OF THIS PLAT.

APPROVED BY THE PLANNING AND ZONING COMMISSION  
*Nathan Brown* 6/16/2022  
CHAIRMAN DATE  
APPROVED BY THE MAYOR AND COUNCIL, CITY OF POOLER  
*Rebecca Burton* 6/16/2022  
MAYOR DATE  
*Don Sullivan* COUNCIL MEMBER  
*Tim Hall* COUNCIL MEMBER  
*John J. Wood* COUNCIL MEMBER  
*James D. ...* COUNCIL MEMBER

BY SIGNATURE BELOW AND RECORDING OF THIS PLAT, SOUTHWEST QUARTER HOLDINGS, LLC HEREBY DEDICATES THE DRAINAGE, ACCESS AND UTILITY EASEMENTS INDICATED, AND THE PUBLIC ROAD RIGHTS-OF-WAY AS SHOWN HEREON, TO THE CITY OF POOLER FOR THE USES INTENDED. COMMON AREAS AND STORMWATER PONDS WILL BE DEDICATED TO THE PROPERTY OWNER'S ASSOCIATION FOR OWNERSHIP AND MAINTENANCE AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF POOLER.

SOUTHWEST QUARTER HOLDINGS LLC  
BY JESSE R. BAKER, ITS  
AUTHORIZED SIGNATORY

REFERENCES:  
1. BOUNDARY SURVEY BY COASTAL SURVEYING CO., INC., DATED SEPTEMBER 27, 2001, RECORDED IN PLAT RECORD BOOK 20-P, PAGE 41, (TRACT 12)  
2. EASTHAVEN PARCELIZATION SUBDIVISION PLAT BY HUSSEY GAY BELL, DATED JULY 31, 2018, RECORDED IN PLAT RECORD BOOK 51, PAGE 608  
3. EASTHAVEN PARCELIZATION SUBDIVISION - PHASE 2, PB 52, PG 346  
4. DRAYTON PARK SUBDIVISION - PH. 2 - PB 52, PG. 753

SEE INSET

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

INSET

CURVE TABLE with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Rows C1 to C20.

CURVE TABLE with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Rows C21 to C39.

CURVE TABLE with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Rows C40 to C51.

LINE TABLE with columns: LINE NO., DIRECTION, LENGTH. Rows L1 to L27.

LINE TABLE with columns: LINE NO., DIRECTION, LENGTH. Rows L28 to L49.

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

P. NATHAN BROWN, RLS  
6-7-22

TELFAIR PARK - PHASE 1  
BEING A PORTION OF PARCEL D, SOUTHWEST QUADRANT OF SAVANNAH QUARTERS, CITY OF POOLER, CHATHAM COUNTY, GEORGIA.  
FOR: SOUTHWEST QUARTER HOLDINGS LLC

FIELD DATE: OCT. 20, 2022  
PLAT DATE: MAY 23, 2022  
REVISIONS:  
JOB NO.  
SCALE: 1"=50'

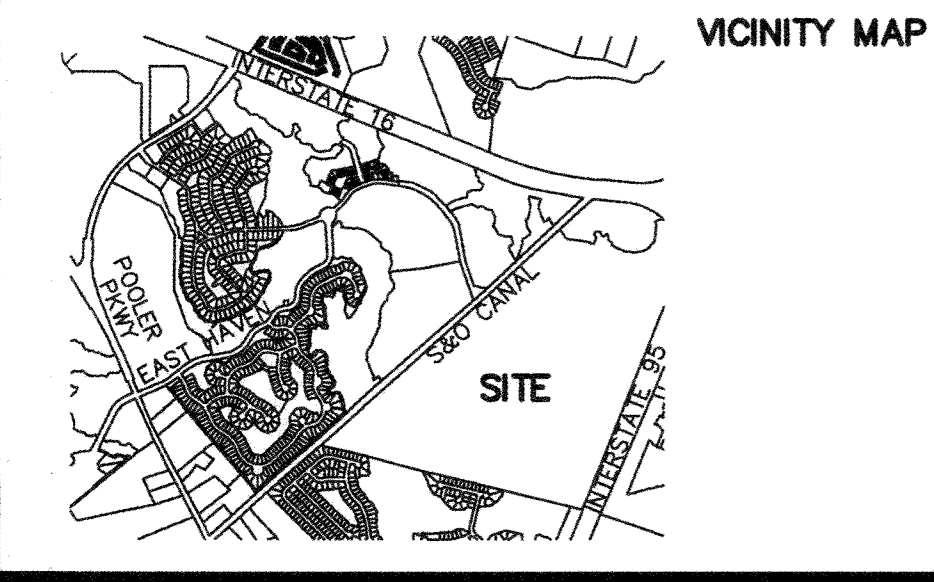
ERROR OF CLOSURE: FIELD - 1/51,251  
ERROR OF CLOSURE: PLAT - 1/658,888  
ANGULAR ERROR: 1" PER POINT  
NUMBER OF LOTS: 42  
AREA: AS SHOWN  
EQUIPMENT USED: TOTAL STATION  
0 50 100  
SHEET 1 OF 2

HUSSEY GAY BELL  
Established 1958  
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

GEORGIA REGISTERED LAND SURVEYOR  
No. 3185  
P. NATHAN BROWN  
HUSSEY, GAY, BELL & DEYOUNG, INC.  
CERTIFICATE OF AUTHORIZATION: LSF 300

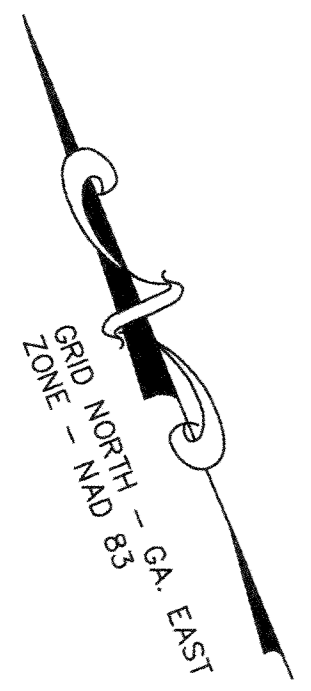
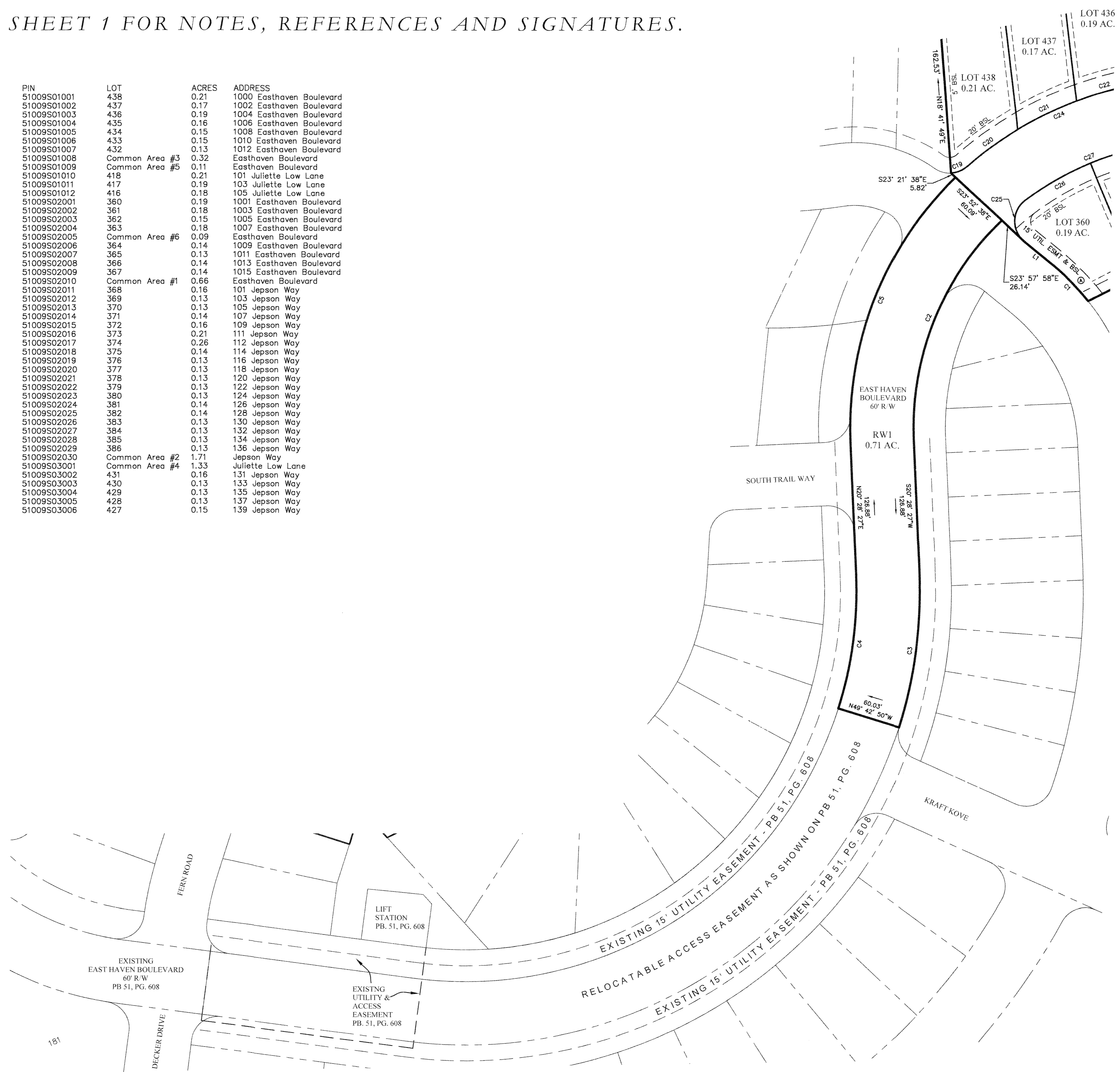
\*SEE SHEET 1 FOR NOTES, REFERENCES AND SIGNATURES.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



PIN	LOT	ACRES	ADDRESS
51009S01001	438	0.21	1000 Easthaven Boulevard
51009S01002	437	0.17	1002 Easthaven Boulevard
51009S01003	436	0.19	1004 Easthaven Boulevard
51009S01004	435	0.16	1006 Easthaven Boulevard
51009S01005	434	0.15	1008 Easthaven Boulevard
51009S01006	433	0.15	1010 Easthaven Boulevard
51009S01007	432	0.13	1012 Easthaven Boulevard
51009S01008	Common Area #3	0.32	Easthaven Boulevard
51009S01009	Common Area #5	0.11	Easthaven Boulevard
51009S01010	418	0.21	101 Juliette Low Lane
51009S01011	417	0.19	103 Juliette Low Lane
51009S01012	416	0.18	105 Juliette Low Lane
51009S02001	360	0.19	1001 Easthaven Boulevard
51009S02002	361	0.18	1003 Easthaven Boulevard
51009S02003	362	0.15	1005 Easthaven Boulevard
51009S02004	363	0.18	1007 Easthaven Boulevard
51009S02005	Common Area #6	0.09	Easthaven Boulevard
51009S02006	364	0.14	1009 Easthaven Boulevard
51009S02007	365	0.13	1011 Easthaven Boulevard
51009S02008	366	0.14	1013 Easthaven Boulevard
51009S02009	367	0.14	1015 Easthaven Boulevard
51009S02010	Common Area #1	0.66	Easthaven Boulevard
51009S02011	368	0.16	101 Jepson Way
51009S02012	369	0.13	103 Jepson Way
51009S02013	370	0.13	105 Jepson Way
51009S02014	371	0.14	107 Jepson Way
51009S02015	372	0.16	109 Jepson Way
51009S02016	373	0.21	111 Jepson Way
51009S02017	374	0.26	112 Jepson Way
51009S02018	375	0.14	114 Jepson Way
51009S02019	376	0.13	116 Jepson Way
51009S02020	377	0.13	118 Jepson Way
51009S02021	378	0.13	120 Jepson Way
51009S02022	379	0.13	122 Jepson Way
51009S02023	380	0.13	124 Jepson Way
51009S02024	381	0.14	126 Jepson Way
51009S02025	382	0.14	128 Jepson Way
51009S02026	383	0.13	130 Jepson Way
51009S02027	384	0.13	132 Jepson Way
51009S02028	385	0.13	134 Jepson Way
51009S02029	386	0.13	136 Jepson Way
51009S02030	Common Area #2	1.71	Jepson Way
51009S03001	Common Area #4	1.33	Juliette Low Lane
51009S03002	431	0.16	131 Jepson Way
51009S03003	430	0.13	133 Jepson Way
51009S03004	429	0.13	135 Jepson Way
51009S03005	428	0.13	137 Jepson Way
51009S03006	427	0.15	139 Jepson Way

SEE SHEET 1



AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

P. NATHAN BROWN, RLS

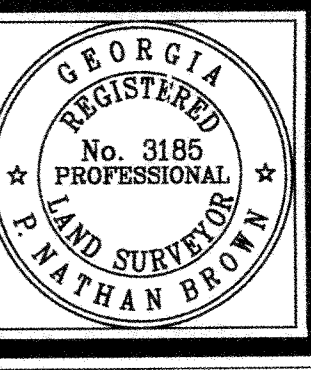
**TELFAIR PARK - PHASE 1**  
 BEING A PORTION OF PARCEL D, SOUTHWEST QUADRANT OF SAVANNAH QUARTERS, CITY OF POOLER, CHATHAM COUNTY, GEORGIA.  
 FOR: SOUTHWEST QUARTER HOLDINGS LLC

FIELD DATE: OCT. 2020	ERROR OF CLOSURE: FIELD = 1/51,251
PLAY DATE: MAY 23, 2022	ERROR OF CLOSURE: PLAT = 1/659,888
REVISED:	ANGULAR ERROR: 1" PER POINT
JOB NO.	NUMBER OF LOTS: 42
SCALE: 1"=50'	AREA: AS SHOWN
	EQUIPMENT USED: TOTAL STATION

SHEET 2 OF 2

**HUSSEY GAY BELL**  
*Established 1958*  
 329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

HUSSEY, GAY, BELL & DEYOUNG, INC.  
 CERTIFICATE OF AUTHORIZATION: LSF 300





**CITY of POOLER**  
— GEORGIA —

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**PLANNING & ZONING STAFF REPORT**

PUD Amendment for 500 Seabrook Parkway to Add "Fueling and Electric Vehicle Charging Stations" As Permitted Use

Project:	#A24-0192
P&Z Meeting Date:	December 9, 2024
Public Hearing Date:	January 6, 2025
Applicant and Authorized Agent:	Douglas Faircloth, Coleman Company
Parcel (PIN):	51011 01035
Existing Zoning:	PUD (Morgan Family Tract)
Zoning Action:	PUD Amendment
Request:	Request to add fueling stations, including fueling of gasoline, diesel or hydrogen fuels and electric vehicle charging; provided that such use shall be limited to the parcel bearing PIN 51011-01035 and any parcel created therefrom, to the list of permitted uses for the Light Industrial tracts in the Morgan Family Tract PUD Master Plan Development Standards.
Application Filed:	October 17, 2024
Legal Notice Published:	December 1, 2024
Sign Posted:	December 19, 2024
Letters Mailed:	December 18, 2024
Staff Recommendation:	Approval with the following condition:  Fueling stations, including fueling of gasoline, diesel or hydrogen fuels and electric vehicle charging uses shall be limited to the parcel bearing PIN 51011-01035 and any parcel created therefrom.

Planning & Zoning Commission:	<p>After review of the criteria, P&amp;Z recommended approval with the following condition:</p> <p>Fueling stations, including fueling of gasoline, diesel or hydrogen fuels and electric vehicle charging uses shall be limited to the parcel bearing PIN 51011-01035 and any parcel created therefrom.</p>
<i>Recommended Motion:</i>	<i>"After review of the criteria, move for approval of the request."</i>
Background:	<p>The subject property has site plan approval as a trailer and container storage yard. The intention is to change the proposed use to an EV truck charging site and Hydrofleet Manufacturing and fueling site. Manufacturing is listed as a permitted use in the list of uses on the Light Industrial tracts in the PUD, however the refueling and electric vehicle charging station is not. Therefore, the applicant is requesting a change to the list of permitted uses in the PUD.</p> <p>The applicant is seeking to add "Fueling Stations, including fueling of gasoline, diesel, or hydrogen fuels, and electric vehicle charging; provided, that such use shall be limited to the parcel bearing the PIN 51011-01035 and any parcel created therefrom" to the list of permitted uses for the Light Industrial tracts in the Morgan Family Tract PUD Master Plan Development Standards. No change to the Light Industrial tract designation is proposed. Adding fueling and electric vehicle charging stations as permitted uses will allow private servicing, including refueling and charging, for a truck fleet. The Morgan Family Tract Master Plan identifies this area as Light Industrial. The Pooler 2040 Comprehensive Plan identifies this area within the PUD/Mixed Use character area. The Future Land Use Map (FLUM) designates this site as Residential.</p>
Relevant Ordinances:	<p>App. A, Art. IV, Sec. 21. I-1, Light Industrial District</p> <p>App. A, Art. IV, Sec. 26. Planned Unit Developments (PUD)</p>
Zoning Action Standards:	<ol style="list-style-type: none"> <li>1. Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area? <ul style="list-style-type: none"> <li>• <i>Yes, while the zoning boundary is not being changed, the request is a logical extension of the permitted uses since this request is to add fueling and electric vehicle charging stations as a permitted use to an area where the pattern of uses has been Light Industrial.</i></li> </ul> </li> <li>2. Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?</li> </ol>



- *No, this is not spot zoning as the zoning is not changing and will remain PUD with a Light Industrial use. It does coincide with the pattern of Light Industrial development in the area.*
3. Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
    - *The proposed use is similar to other permitted Light Industrial uses in the area and would not traverse established single-family neighborhoods. Any potential traffic impacts will be reviewed prior to final approval of any site development plans, if rezoned.*
  4. Will this request place irreversible limitations on the area as it is or on future plans for it?
    - *No, the request would be consistent with adopted plans and policies for the area. The Morgan Family Tract Master Plan identifies the area as Light Industrial; the comprehensive plan identifies the area as PUD/Mixed Use and the future land use map identifies the property as residential. While the proposed use is not consistent with the future land use map, the area has developed over the years with industrial uses and it is unlikely it will become a residential area.*
  5. Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
    - *While there is no imminent need for the proposed use, the property is likely to be utilized as requested. The adjacent uses are Light Industrial with only one Single-Family Residential property adjoining. The subject parcel is currently zoned PUD and identified as a Light Industrial tract. The PUD zoning and Light Industrial designation for this property will not be changed.*
  6. Will the proposed use substantially conflict with existing density patterns in the zone or neighborhood?
    - *No, the proposed use would be consistent with that of the general area being used for Light Industrial development.*
  7. Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?
    - *It is unlikely additional requests would be made to add other Light Industrial uses to the list of permitted uses in this PUD. Staff and the applicant are both*

*recommending a condition of approval that the proposed use be limited to the subject parcel.*

8. Will the action adversely impact adjacent or nearby properties in terms of:
- Environmental quality or livability resulting from the introduction of uses or activities which would create traffic, noise, odor or visual hazards or the reduction of light and air that is incompatible with the established development pattern?
    - *No, according to documentation provided by the applicant, the proposed use is one that is safe and the request should not adversely impact the nearby properties as it relates to environmental quality, livability, or cause incompatible development. The subject parcel is zoned PUD with a Light Industrial designation and the request for a refueling station is in line with the other light industrial uses allowed on site and in the vicinity.*
  - Property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern?
    - *No, the request would not adversely impact the nearby properties as it relates to property values or make them less marketable because the proposed Light Industrial use is compatible with the existing Light Industrial uses in the area.*
  - Will the action create development opportunities of such increased intensity that stormwater runoff from the site cannot be controlled within previous limits, with [which] results in adverse impacts upon existing down-stream drainage problems or potential problems?
    - *No, the request would not adversely impact the nearby properties as it relates to stormwater runoff. Any future site development proposed will need to go through site plan review and approval to ensure items such as stormwater runoff are addressed on site so that down-stream drainage or off-site impacts do not occur.*
9. Will the action result in public service requirements such as provision of utilities or safety services which, because of the location or scale of the development, cannot be provided on an economic basis and therefore would create an actual burden to the public?

- *No, the proposed rezoning would not result in public service requirements that could create a burden on the public. Any potential infrastructure improvements related to this rezoning would be the responsibility of the property owner and would not place a burden on the City.*

Conclusion:

Staff finds the request does comply with the required criteria for a zoning map amendment. As such, staff recommends **Approval of the request, with the condition that the fueling stations, including fueling of gasoline, diesel or hydrogen fuels and electric vehicle charging, uses shall be limited to the parcel bearing PIN 51011-01035 and any parcel created therefrom be allowed only on Parcel Number 51011 01035, known as 500 Seabrook Parkway.**

Attachments:

- A. Vicinity Map
- B. Zoning Map
- C. Application and Submittal Documentation
- D. Additional Application Material



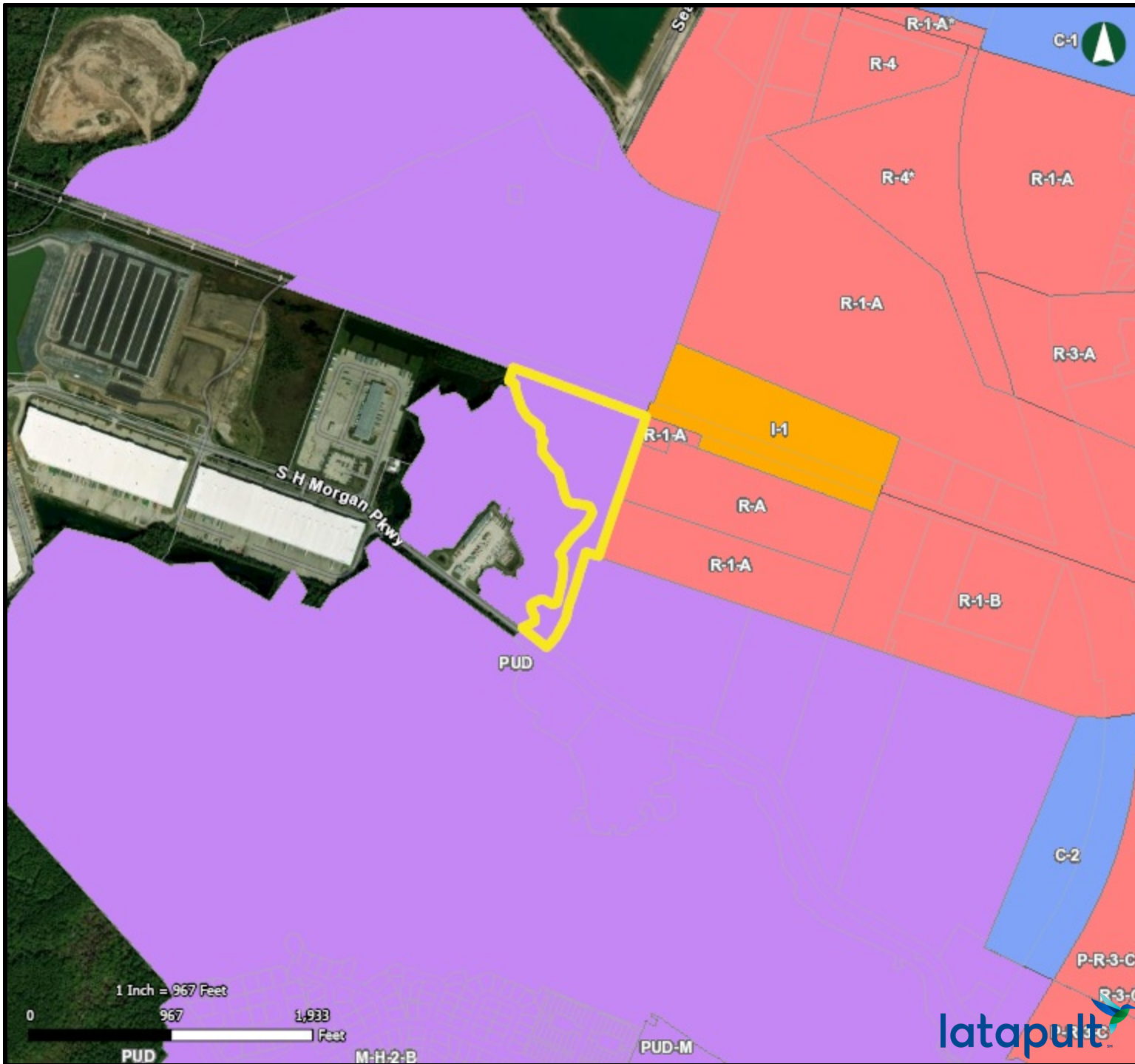
**CITY OF POOLER**  
GEORGIA  
*A great place to Live, Work and Play*

# 500 Seabrook Parkway Vicinity Map

10/23/2024

Parcels







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

# 500 Seabrook Parkway Zoning Map

10/23/2024

-  Parcels
-  Business/Commercial
-  Industrial
-  PUD
-  Residential





# Zoning Map Amendment Standards

## Section 10. Standards for Zoning Ordinance or Map Amendment

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

1. Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
2. Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
3. Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards?
4. Will this request place irreversible limitations on the area as it is or on future plans for it?
5. Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
6. Will the proposed use substantially conflict with existing density patterns in the zone or neighborhood?
7. Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?
8. Will the action adversely impact adjacent or nearby properties in terms of:

Environmental quality or livability resulting from the introduction of uses or activities which would create traffic, noise, odor or visual hazards or the reduction of light and air that is incompatible with the established development pattern?

Property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern?

Will the action create development opportunities of such increased intensity that storm water runoff from the site cannot be controlled within previous limits, with [which] results in adverse impacts upon existing down-stream drainage problems or potential problems?

9. Will the action result in public service requirements such as provision of utilities or safety services which because of the location or scale of the development, cannot be provided on an economic basis and therefore would create an actual burden to the public?

### Affidavit of Receipt

I understand the importance of this document and acknowledge that this affidavit serves as a formal record of my receipt of the document.

Douglas Faircloth

Applicant Name

Applicant Signature

10/18/2024

Date



# Zoning Map Amendment Application

Page 1 of 3

Updated **SEPT 2023**

## NOTICE TO APPLICANT

Applicant must submit the following information thirty at least thirty (30) days prior to the regularly scheduled meeting on the second and fourth Monday of each month (unless otherwise noted). Failure to submit any item, or any additional information that might be requested, on or before the deadline will result in the application being held until the next scheduled meeting of the Planning & Zoning Commission. Attach additional typed or printed sheets if necessary to fully answer any section.

- Filing fee payment. (See 2023 Schedule of Fees). Make checks payable to the City of Pooler.
- If using a PowerPoint presentation, email converted pdf to [planning@pooler-ga.gov](mailto:planning@pooler-ga.gov).
- A scaled plat showing dimensions, acreage, location of the tract(s), and utility easements prepared by a licensed architect/surveyor. Submit one (1) copy if 11" x 17" or smaller, sixteen (16) copies if larger.
- A legal description of property.
- A completed Campaign Contribution form
- A completed Zoning Map Amendment Standards acknowledgement of receipt
- A completed Property Owner Authorization form (if Agent is Applicant).
- A copy of current tax bill showing payment or a certification from the City of Pooler Tax Office stating taxes were paid.

## OFFICE USE ONLY

Date Received: \_\_\_\_\_ File Number: \_\_\_\_\_

Hearing Date: \_\_\_\_\_ Adjacent Owner Letters Mailed: \_\_\_\_\_

Publication of Notice (15 days prior to hearing): \_\_\_\_\_

 Action Approved     Action Denied    (copy of minutes disposing of this action are attached)

Action Result Mailed to Applicant: \_\_\_\_\_ Sign Posted: \_\_\_\_\_

## Applicant Information

Douglas Faircloth	912.200.3041
-------------------	--------------

Owner/Authorized Agent Name	Phone
1480 Chatham Parkway Suite 100, Savannah, GA 31405	dfaircloth@cci-sav.com

Owner/Authorized Agent Address	Email
--------------------------------	-------

Have any previous applications been made for a text or map amendment affecting these same premises?  Y  N

If yes, provide file number, date, and action taken: \_\_\_\_\_  
 (If exact file number, date, or action is not known, please give approximate date of previous application.)



# Zoning Map Amendment Application

Updated **SEPT 2023**

## Action Requested

5 H Morgan Parkway, Pooler, GA 31322

Property General Location (area), Street Number, and Location with Respect to Nearby Public Roads in Common Us  
LOT 1 MORGAN CENTER (SMB 36S 51A 15.727 AC SMB 36S 51A EASEMENT PRB 36P 94) 51011 01035

Legal description of the property (name of subdivision, block, and lot number) PIN  
I-1 I-1 8.25 acres

Present Zoning Classification Requested Zoning Classification Total Area (acres or sq ft)  
SBR Savannah Port Logistics Ameris Owner Three, LLC

Property Owner Name (if same as applicant, leave blank) Phone  
3550 LENOX ROAD N.E., SUITE 2000, Atlanta GA 30326

Property Owner Address Email  
Industrial Refueling Station

Existing Land Use (specify) Proposed Land Use (specify)

## Reasons & Certifications

List all reasons for requesting change which would support the purposes of the zoning program.

Inclusion of "Refueling Stations" to the light industrial district permitted uses section of the PUD text to allow private servicing for truck fleet.

[See Addendum attached hereto for more specific Action Requested and Reasons for Requested Change](#)



## Adjacent Property Owners

List all information for surrounding property owners' primary residence within a 200-foot radius of the property as of the date of filing. Include those directly across a public right-of-way. Attached additional sheets if necessary.

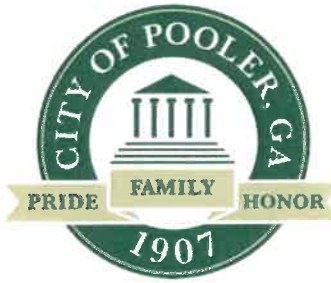
Name & Address (including zip code)

Name & Address (including zip code)

Name & Address (including zip code)

Name & Address (including zip code)





# Zoning Map Amendment Application

Updated **SEPT 2023**

Name & Address (including zip code)

Name & Address (including zip code)

Name & Address (including zip code)

Name & Address (including zip code)

### Affidavit

I have received and understand the list of actions required to amend the City of Pooler Zoning Map.

I understand the standards and any other factors relevant to promoting the public health, safety, and general welfare of the City of Pooler against unrestricted use of property will be considered, when deemed appropriate, by the aldermanic board in making any zoning decision.

I hereby certify that the above stated facts are true to the best of my knowledge, and that I am the Owner or Authorized Agent for the Owner of subject property.

SBR Savannah Port Logistics Ameris Owner Three, LLC

*DOUGLAS FRANKLIN FOR*

Owner/Agent Name

*[Signature]*

Owner/Agent Signature

*10/21/24*

Date

### Notary Public

*10/21/2024*

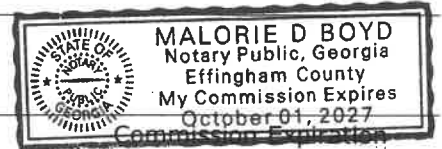
Subscribed and Sworn This Day Of

*Malorie D. Boyd*

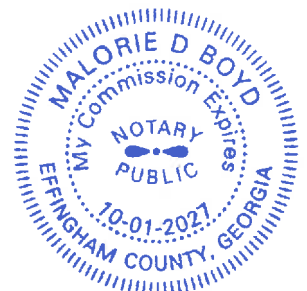
Notary Name

*[Signature]*

Notary Signature



Seal



**ADDENDUM**  
to  
**Zoning Map Amendment Application**  
**Morgan Family Tract PUD**

**I. ACTION REQUESTED**

**Current Language:**

Paragraph IV., Subpart A: Proposed Uses

“3) Light Industrial I-1

The following uses shall be permitted within a Light Industrial district:

- 1) Manufacturing, processing, fabrication, repair, and servicing of any product or commodity, which does not produce noise, odors, dust, fumes, fire hazard or other nuisance beyond the property lines.
- 2) Warehousing, storage and distributing of any product or commodity.
- 3) Offices, including medical and dental.
- 4) Repair garages provided that all business is conducted inside an enclosed building and/or inside an aesthetically pleasing barrier, which will shield the business activity from view of passing motorists and surrounding property owners.
- 5) Animal hospitals, kennels and/or boarding facilities (see article III section 22 of Pooler Zoning Ordinance for specific regulations).
- 6) Outdoor drive in theaters (see article III, section 23, for specific regulations).
- 7) Building material sales yards and lumberyards, including the sale of rock, sand, gravel and the like.
- 8) Public utilities, including buildings, necessary structures, storage yards, billboards and other related uses, but specifically excluding waste processing, handling or storage.
- 9) Research or experimental stations and laboratories. (Conditional Use only).
- 10) Radio, cellular or television station transmission or reception towers.
- 11) Horticultural nurseries.

March 28, 2014  
August, 2022  
October, 2022  
January, 2024  
November, 2024

## Attachment C

- 12) Office buildings for business, governmental, professional, or other general purposes.
- 13) Accessory buildings, structures and uses customarily incidental to permitted uses.
- 14) Manufactured home sale.
- 15) Bars or nightclubs.
- 16) Silviculture practices.
- 17) Movie production or studios.”

### **Proposed, Amended Language:**

Paragraph IV., Subpart A: Proposed Uses

Adds the following subparagraph 18 to the above-referenced list of permitted uses within a Light Industrial district:

“18) Fueling stations, including fueling of gasoline, diesel or hydrogen fuels, as well as electric vehicle charging; provided, that such use shall be limited to the parcel bearing PIN 51011-01035 and any parcel created therefrom.”

## **II. REASON FOR REQUESTED CHANGE**

The owner of the subject parcel (the “Property”), SBR Savannah Port Logistics Ameris Owner Three, LLC (the “Owner”) desires to develop the Property as a facility which will serve as a refueling station for (i) trucks that operate on hydrogen fuel, and (ii) trucks that operate on electric batteries (the “Hydrogen/EV Refueling Facility”). The Hydrogen/EV Refueling Facility will manufacture on-site the hydrogen that is used to refuel hydrogen-fueled trucks, and will provide electric recharging services via a standard connection to the electric grid.

The Property is located within the Morgan Family Tract PUD (the “Morgan PUD”), and is designated a “Light Industrial” within the PUD – a copy of the most recent version of the Morgan PUD Master Plan which shows the location of the Property is attached hereto as Schedule 1.

Despite the Property having a “Light Industrial” designation, the development standards for the Property are not governed by the development standards within the Pooler zoning ordinance which apply to properties zoned Light Industrial. Rather, the development standards and permitted uses for the Property are governed by the Development Standards for the Morgan PUD (the “Morgan PUD Development Standards”).

The Morgan PUD Development Standards contains an extensive list of permitted uses for

March 28, 2014  
August, 2022  
October, 2022  
January, 2024  
November, 2024

## Attachment C

properties within the Morgan PUD. However, the list of permitted uses does not include a permitted use category that would encompass the proposed use for the Hydrogen/EV Refueling Facility. That is likely because at the time the Morgan PUD Development Standards were drafted, the concept of hydrogen fueling (and potentially electric vehicle charging as well) did not yet exist.

Accordingly, the Owner desires to add an additional permitted use to the list of permitted uses for Light Industrial properties within the Morgan PUD Development Standards. The additional permitted use will be limited to the Property, so that it will not be a permitted use elsewhere within the Morgan PUD. The requested additional text can be seen above in red, as well as in the attached revised copy of the Morgan PUD Development Standards.

Other than the addition of this permitted use, the Owner intends for the Morgan PUD Development Standards to remain intact.

March 28, 2014  
August, 2022  
October, 2022  
January, 2024  
November, 2024

Attachment C

**Schedule 1**

to

Zoning Map Amendment Application

**Morgan Family PUD Master Plan**

[Attached]



**LEGEND**

- S.F. 1 - SINGLE FAMILY ONE
- S.F. 2 - SINGLE FAMILY TWO
- S.F. 3 - SINGLE FAMILY THREE
- S.F. 4 - SINGLE FAMILY FOUR
- MULTIFAMILY
- COMMERCIAL
- LIGHT INDUSTRIAL
- WETLAND
- LAGOON
- UPLAND
- WETLAND FILL
- UPLAND BUFFER
- WETLAND ENHANCEMENT AREA
- WETLAND PRESERVATION AREA
- WETLAND BANKING AREA

**HUSSEY GAY BELL**  
Established 1958

MASTER PLAN  
MORGAN FAMILY TRACT  
POOLER, GEORGIA

DATE: FEBRUARY 9, 2022 SCALE: 1" = 600'

**MORGAN FAMILY TRACT**  
LAND USE SUMMARY

LAND USE	TOTAL ACRES	POOLER ACRES	BLISSVILLE ACRES
INDUSTRIAL	10.23	7.17	3.06
MULTIFAMILY	4.75	3.47	1.28
COMMERCIAL	10.81	7.84	2.97
LIGHT INDUSTRIAL	10.28	7.84	2.44
WETLAND	61.72	19.21	42.51
WETLAND PRESERVATION	8.22	4.06	4.16
WETLAND ENHANCEMENT	1.47	1.47	0.00
WETLAND BANKING	1.22	1.22	0.00
WETLAND FILL	1.98	1.98	0.00
LAGOON	1.98	1.98	0.00
UPLAND	1.98	1.98	0.00
UPLAND BUFFER	1.98	1.98	0.00



PIN 51011 01035  
The "Property"



# Property Owner Authorization

Updated SEPT 2023

## Authorization

Completion of this form is required for all Rezoning, Conditional Use, Variance, Site Plan, and Subdivision applications.

Rezoning     Conditional Use     Variance     Site Plan     Subdivision

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

Douglas Fairthcloth	dfaircloth@cci-sav.com	912.200.3041
Applicant/Agent Name	Email	Phone
1480 Chatham Parkway Suite 100, Savannah, GA 31405		
Applicant/Agent Address		

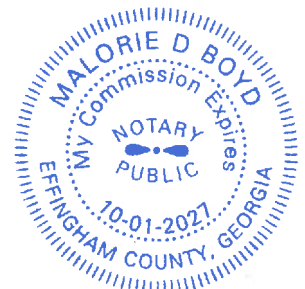
I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Chatham County, Georgia, and that the information contained in this authorization is true and correct to the best of my knowledge and belief.

5 H Morgan Parkway, Pooler, GA 31322 - Parcel #51011 01035		
Property Address		
SBR Savannah Port Logistics Ameris Owner Three		10/18/24
Owner Name	Owner Signature	Date

## Notary Public

10/18/24		
Subscribed and Sworn This Day Of		
Malone D. Boyd		
Notary Name	Notary Signature	Seal

Seal





# Campaign Contribution Disclosure Form (Zoning Action Applicant)

Updated **MAY 2024**

Per GA § 36-67A-3, rezoning action applicants and opponents are required to disclose campaign contributions or gifts with an aggregate value of \$250 or more made to any City Official within two years immediately preceding the filing of the application. City Officials include the Mayor, Councilmembers, and Planning & Zoning Commissioners. Rezoning action applicant disclosures shall be filed within ten days after the application for the rezoning action is first filed. If additional space is needed, please attach a second form.

## Hearing Information

Morgan Family Tract PUD Text Amendment

Zoning Action/Agenda Item

Planning & Zoning Public Hearing/Meeting Date and Time

11/18/2024

City Council Public Hearing/Meeting Date and Time

## Disclosure Statement

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

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

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

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

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

Douglas Faircloth

10/18/2024

Applicant Name

Applicant Signature

Date



Attachment C

**ADJACENT NEIGHBORS**

NBI BLOOMINGDALE LLC  
401 EDGEWATER PLACE SUITE 107  
WAKEFIELD, MA 01880  
PARCEL #80006 01047

MORGAN SAMUEL H ET AL  
1 OGLETHORPE PROFESSIONAL BLVD SUITE 105  
SAVANNAH, GA 31406  
PARCEL #51011 01045

CRAWFORD JEANNE M AS TRUSTEE ETAL  
PO BOX 3  
LUMBER CITY, GA 31549  
PARCEL #51022 01004

YOUNG RALEIGH A  
PO BOX 112  
POOLER, GA 31322  
PARCEL #51022 01005

SEABROOKS GEORGE  
PO BOX 385  
POOLER, GA 31322  
PARCEL #51022 01008

Attachment C

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY

PO BOX 128

SAVANNAH, GA 31402

PARCEL #51011 01060

## Attachment C

### Tract 4 – Ameris Bank Parcel

ALL THAT CERTAIN TRACT OF LAND KNOWN AS LOT 1, MORGAN CENTER, FORMER PORTION OF PARCEL “D” OF THE MORGAN TRACT “Q”, 8<sup>TH</sup> G.M. DISTRICT, CITY OF BLOOMINGDALE, CHATHAM COUNTY, RECORDED IN SUBDIVISION MAP BOOK 36S, PAGES 51A-B AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD HAVING A GRIND NORTH, GEORGIA STATE PLANE, EAST ZONE NAD 83 COORDINATE OF NORTH: 768,308.16 AND EAST: 921,050.65, THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF S.H. MORGAN PARKWAY THE FOLLOWING COURSES AND DISTANCES:

N53°53'58”W A DISTANCE OF 80.00’ TO A POINT, N54°05'57”W A DISTANCE OF 115.88’ TO A POINT; THENCE ALONG THE EASTERN PROPERTY LINE OF WETLANDS, RECORDED IN

SUBDIVISION MAP BOOK 37S, PAGES 27A-L, THE FOLLOWING COURSES AND DISTANCES:

N70°11'14”E A DISTANCE OF 33.26’ TO A POINT, N13°45'56”W A DISTANCE OF 30.25 TO A POINT, N21°08'30”W A DISTANCE OF 65.01’ TO A POINT, N12°45'29”W A DISTANCE OF 33.66’ TO A POINT, N70°51'33”E A DISTANCE OF 74.38’ TO A POINT, S17°38'13”E A DISTANCE OF 29.14’ TO A POINT, S66°08'27”E A DISTANCE OF 47.55’ TO A POINT, S43°39'30”E A DISTANCE OF 37.76’ TO A POINT, N2°54'12”E A DISTANCE OF 64.40’ TO A POINT, N23°42'18”E A DISTANCE OF 80.78’ TO A POINT, N14°12'23”E A DISTANCE OF 60.34’ TO A POINT, N10°34'20”E A DISTANCE OF 64.90’ TO A POINT, N5°28'06”E A DISTANCE OF 73.36’ TO A POINT, N10°16'13”E A DISTANCE OF 39.10’ TO A POINT, N61°35'24”W A DISTANCE OF 27.35’ TO A POINT, N44°50'37”E A DISTANCE OF 87.80’ TO A POINT, N9°21'14”E A DISTANCE OF 87.44’ TO A POINT, N17°32'48”E A DISTANCE OF 32.43’ TO A POINT, S73°57'49”E A DISTANCE OF 41.53’ TO A POINT, N49°02'36”E A DISTANCE OF 47.74’ TO A POINT, N23°22'20”E A DISTANCE OF 37.06’ TO A POINT, N7°39'53”E A DISTANCE OF 120.44’ TO A POINT,

## Attachment C

N72°01'06"W A DISTANCE OF 84.33' TO A POINT, N62°04'25"W A DISTANCE OF 67.17' TO A POINT, N37°05'42"W A DISTANCE OF 66.75' TO A POINT, N3°09'27"E A DISTANCE OF 84.94' TO A POINT, N72°30'18"W A DISTANCE OF 38.70' TO A POINT, N40°15'49"W A DISTANCE OF 42.05' TO A POINT, N33°56'29"W A DISTANCE OF 65.80' TO A POINT, N36°53'54"W A DISTANCE OF 72.36' TO A POINT, N0°31'17"E A DISTANCE OF 66.68' TO A POINT, N42°34'49"W A DISTANCE OF 78.26' TO A POINT, N30°24'50"E A DISTANCE OF 53.46' TO A POINT, N62°32'52"W A DISTANCE OF 45.06' TO A POINT, N37°50'52"W A DISTANCE OF 76.37' TO A POINT, N18°14'37"W A DISTANCE OF 53.46' TO A POINT, N28°22'26"W A DISTANCE OF 50.05' TO A POINT, N35°55'25"W A DISTANCE OF 50.55' TO A POINT, N19°58'46"E A DISTANCE OF 36.49' TO A POINT, N36°37'24"W A DISTANCE OF 46.62' TO AN IRON ROD; THENCE ALONG THE EASTERN PROPERTY LINE OF PARCEL C-3-2, RECORDED IN PLAT BOOK 50, PAGE 358, N18°56'17"E A DISTANCE OF 138.90' TO AN IRON ROD; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF GEORGIA CENTRAL RAILROAD S71°03'43"E A DISTANCE OF 947.97' TO AN IRON PIPE; THENCE ALONG THE WESTERN PROPERTY LINES OF PARCELS NOW OR FORMERLY OWNED BY GEORGE SEABROOKS, RALEIGH A. YOUNG AND PATSY M. SPIVEY LIVING TRUST, ALTA K. POWELL & JEANNE M. CRAWFORD THE FOLLOWING COURSES AND DISTANCES: S18°18'57"W A DISTANCE OF 71.14' TO A CONCRETE MONUMENT, S18°19'55"W A DISTANCE OF 501.78' TO A POINT, S20°38'52"W A DISTANCE OF 494.82' TO AN IRON ROD; THENCE ALONG THE WESTERN PROPERTY LINE OF LOT 2, MORGAN CENTER, RECORDED IN SUBDIVISION MAP BOOK 36S, PAGES 51A-B, THE FOLLOWING COURSES AND DISTANCES: N73°14'45"W A DISTANCE OF 85.34' TO AN IRON ROD, S17°23'15"W A DISTANCE OF 7.96' TO AN IRON PIPE, S16°45'15"W A DISTANCE OF 436.67' TO A POINT, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 148.57', A RADIUS OF 440.00', A DELTA ANGLE OF 19°20'49", A TANGENT LENGTH OF 75.00', A CHORD BEARING OF S26°25'39"W AND CHORD DISTANCE OF 147.87' TO AN IRON ROD,

## Attachment C

S36°06'02"W A DITANCE OF 38.35' TO THE POINT OF BEGINNING; AND CONTAINING 15.727 ACRES OR 685,068 SQUARE FEET.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF LOT 1, MORGAN CENTER, FORMER PORTION OF PARCEL "D" OF THE MORGAN TRACT "Q", 8<sup>TH</sup> G.M. DISTRICT, CITY OF BLOOMINGDALE, CHATHAM COUNTY, GEORGIA, PREPARED BY COLEMAN COMPANY, INC., SEALED AND CERTIFIED BY TERRY MACK COLEMAN, GA REG. LAND SURVEYOR NO.2486, DATED SEPTEMBER 18, 207.

Attachment C

PARID: 51011 01035

SBR SAVANNAH PORT LOGISTICS AMERIS OWNER

S H MORGAN PKWY

**Tax Commissioner Summary**

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Status	ACTIVE
Alternate ID	3007549
Bill #	3007549
Tax District/Description	050-POOLER
Legal Description	LOT 1 MORGAN CENTER (SMB 36S 51A 15.727 AC SMB 36S 51A EASEMENT PRB 36P 94)
Appeal Status	

**Parcel Status**

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Parcel Status	Deferral Exist	Years Support	Total Millage Rate
Active	No		31.7790

**Parcel Information**

---

Property Class	C4 - Commercial Small Tracts
Mortgage Company	
Exemptions	

**Most Current Owner**

---

Current Owner	Co-Owner	Care Of	Mailing Address
SBR SAVANNAH PORT LOGISTICS AMERIS OWNER	THREE, LLC		C/O CORE AND VALUE ADVISORS, LLC 3550 LENOX ROAD N.E., SUITE 2000 ATLANTA GA 30326

**Digest Owner (January 1)**

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Owner	Co-Owner	Care Of	Mailing Address
-------	----------	---------	-----------------

SBR SAVANNAH PORT LOGISTICS  
AMERIS OWNER

THREE, LLC

Attachment C

C/O CORE AND VALUE ADVISORS, LLC 3550 LENOX ROAD N.E., SUITE 2000  
ATLANTA GA 30326

**Tax (Penalties and Interest Included through Current Date)**

Year	Cycle	Billed	Paid	Due
2024	1	6,762.57	-3,396.99	3,365.58
2023	1	6,794.50	-6,794.50	0.00
2022	1	6,897.28	-6,897.28	0.00
2021	1	7,779.52	-7,779.52	0.00
2020	1	7,735.03	-7,735.03	0.00
2019	1	6,847.87	-6,847.87	0.00
2018	1	11,319.60	-11,319.60	0.00
2017	1	10,539.40	-10,539.40	0.00
2016	1	10,559.16	-10,559.16	0.00
2015	1	10,611.81	-10,611.81	0.00
Total:		85,846.74	-82,481.16	3,365.58

**Payment Information**

Payment Sequence	User ID Location	Effective Date Source	Business Date Pymt Type	Payment Applied	Tolerance/ Overpayment	Payment Methods	Total Payment
4164270947	BLWRIGHT-1327 CASHIER	06/04/2024 MAIL	06/04/2024 P24	\$3,396.99	\$0.00 \$0.00	CHECK/3,396.99	\$3,396.99

**Payer Details**

Payment Sequence	User ID Location	Effective Date Source	Total Payment	Payer Information
4164270947	BLWRIGHT-1327 CASHIER	06/04/2024 MAIL	\$3,396.99	SBR SAVANNAH PORT LOGISTICS AMERIS OWNER THREE LLC 50 GLENLAKE PARKWAY SUITE 350 ATLANTA GA 30328

**Billings Detail**

Attachment C

Authority Code	Code	Authority Name	Millage	Billed	Paid	Due
COUNTY - OPER	TAX	COUNTY M&O	10.5180	\$2,238.23	-\$1,119.02	\$1,119.21
POOLER - CITY	TAX	CITY OF POOLER	3.7800	\$804.38	-\$402.14	\$402.24
SCHOOL - OPER	TAX	COUNTY SCHOOL M&O	17.4810	\$3,719.96	-\$1,875.83	\$1,844.13
Total:			31.7790	\$6,762.57	-\$3,396.99	\$3,365.58



Sorry, no sketch available  
for this record

Item	Area



Attachment C

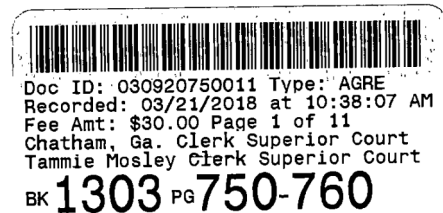


**Prepared by:**

Georgia Central Railway, L.P.  
13901 Sutton Park Drive South, Suite 125  
Jacksonville, FL 32224  
Attention: Mary Cole

**After recording return to:**

Hartman Simons & Wood LLP  
6400 Powers Ferry Road, Suite 400  
Atlanta, Georgia 30339  
Attention: Robert D. Simons, Esq.



**MEMORANDUM OF PRIVATE CROSSING AGREEMENT**

This Memorandum of Private Crossing Agreement, dated this 15<sup>th</sup> day of March, 2018, by and between **Georgia Central Railway, L.P.**, a Georgia Limited Partnership, whose mailing address is 13901 Sutton Park Drive, South, Suite 125, Jacksonville, FL 32224, hereinafter called "Licensor", and **Morgan Industrial Land Partners, LLC**, A Delaware Limited Liability Company, whose mailing address is 2870 Peachtree Road NW, Suite 199, Atlanta, GA 303052918, hereinafter called "Licensee".

**WITNESSETH:**

**WHEREAS**, on the 30<sup>th</sup> day of November, 2017, Licensor and Licensee entered into a written Private Crossing Agreement ("Agreement") to construct and maintain an At-Grade Private Grade Crossing ("Crossing"), upon right-of-way owned by Licensor shown on **Exhibits A and A-1** attached hereto (hereinafter such right-of-way and the improvements located thereon are referred to as "Licensor's Lands") at the location shown (the "Crossing Location") for the purpose of providing alternate and convenient access to lands that Licensee is developing as an industrial park ("Industrial Park") with said Licensee's Lands (as hereinafter defined) being described on **Exhibit A-2** attached hereto ("Licensee's Land"); and

**WHEREAS**, the parties are desirous of placing a summary of their respective interests, as expressed in more detail in the Agreement, as a matter of public record.

## Attachment C

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Licensee.** Subject to the conditions in the Agreement, the terms of which are incorporated herein, Licensor does hereby grant a license to Licensee, on nonexclusive basis, on and over the Licensor Lands for the purpose of constructing, installing, operating, maintaining, repairing, modifying, removing, and replacing the Crossing at the Crossing Location; subject, however, to the right of (i) Licensee may terminate this Agreement at any time, upon giving Licensor thirty (30) days' notice in writing; (ii) Licensor may terminate this Agreement upon written notice to Licensee in the event of the breach of this Agreement by Licensee that remains uncured for thirty (30) days after written notice of such breach is provided by Licensor to Licensee; provided however, that Licensor may immediately terminate this Agreement if Licensee's breach either prevents Licensor from operating its trains or creates an unsafe condition; (iii) Licensor may terminate this Agreement if it conflicts with operational or infrastructure changes; (iv) This Agreement will terminate when the Industrial Track Agreement #GCLP16123847 is terminated; (v) The Agreement will terminate, without the necessity of further notice, upon the abandonment of Licensor's connecting mainline track. Notwithstanding anything herein contained to the contrary, there shall be no obligation on the part of Licensor to continue operation of its connecting mainline track in the vicinity of the Crossing to prevent the termination of Licensee's rights and privileges granted hereunder on account of an abandonment of line or service by Licensor; nor shall there be any obligation upon Licensor to perfect its title in order to perpetuate the rights and privileges granted hereunder after such abandonment of line or service.
2. **Scope and Purpose of Agreement.** By the Agreement, Licensor grants to Licensee the right to construct, install, operate, maintain, repair, remove and replace in kind the Crossing at the Crossing Location upon and over the Licensor Lands, subject to all terms and conditions of the Agreement.
3. **Successor and Assigns.** The Agreement and the rights granted therein may not be transferred, assigned or sublet to a third party without the prior written approval of Licensor; provided, that, in the event that the Licensee sells all or a portion of the Industrial Park, the Agreement shall be transferred to all purchasers, who shall be jointly and severally obligated under the Agreement. Said approval by Licensor, subject to Licensee's satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.
4. **Construction of Memorandum.** In the event of any conflict between a provision in the Memorandum and a provision in the Agreement, the conflicting provision in the Agreement shall prevail.

**SIGNATURES COMMENCE ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15<sup>th</sup> day of March, 2018.

Signed, sealed and delivered in the presence of

Georgia Central Railway, L.P., a Georgia Limited Partnership

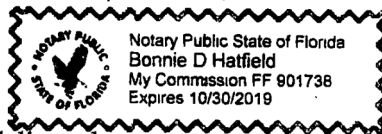
Mary Coole  
Unofficial Witness

By: [Signature]  
Print Name: Andrew T. Chumblee  
Title: President

Bonnie D Hatfield  
Notary Public

My Commission Expires: 10/30/2019

(NOTARY SEAL)



Signed, sealed and delivered in the presence of

Morgan Industrial Land Partners, LLC. a Delaware Limited Liability Company

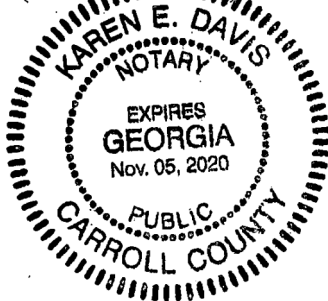
Janelle A. Mock  
Unofficial Witness

By: [Signature]  
John K. Porter  
Managing Member

Karen E. Davis  
Notary Public

My Commission Expires: 11-5-2020

(NOTARY SEAL)



**EXHIBIT A**

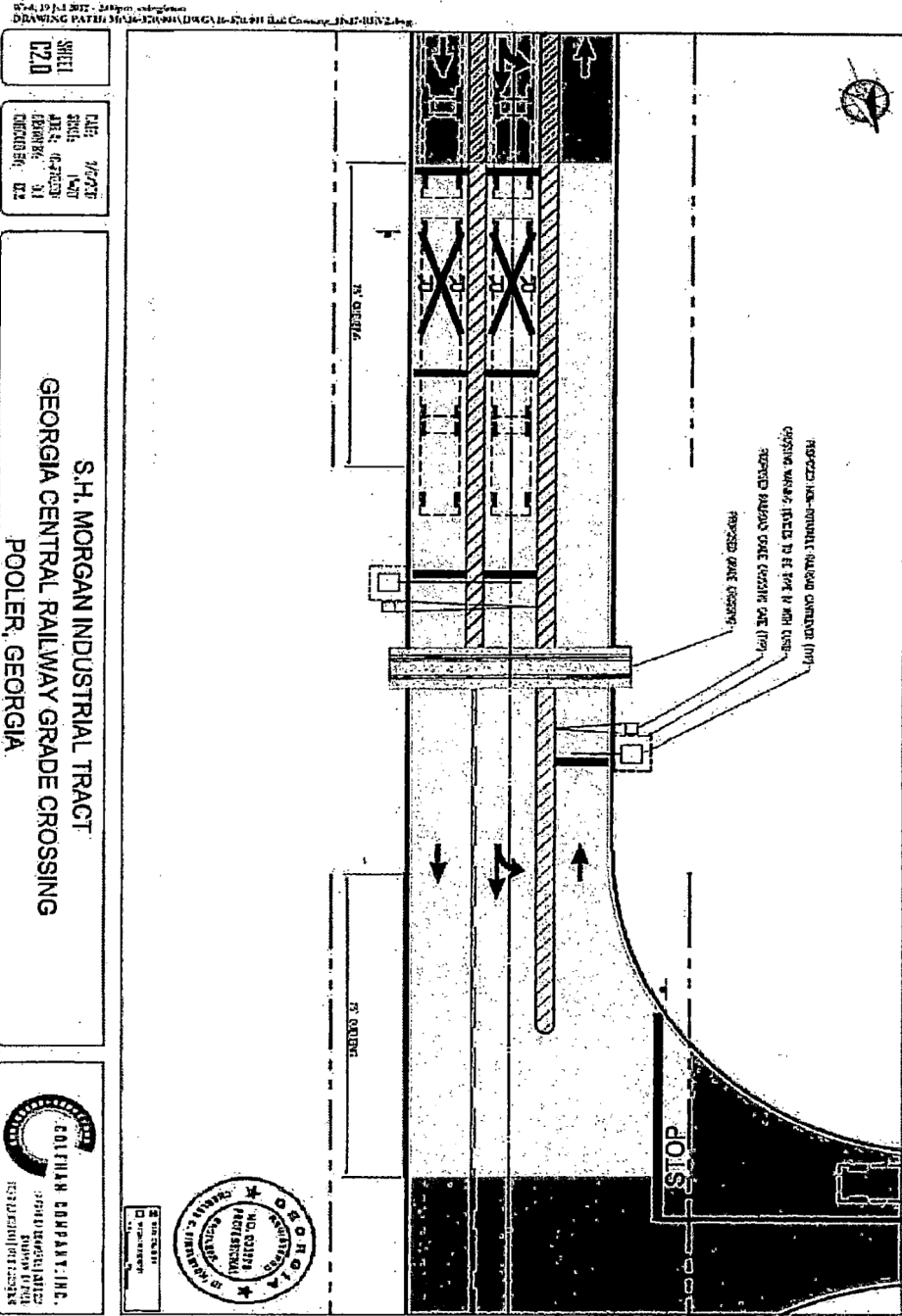


EXHIBIT A-1

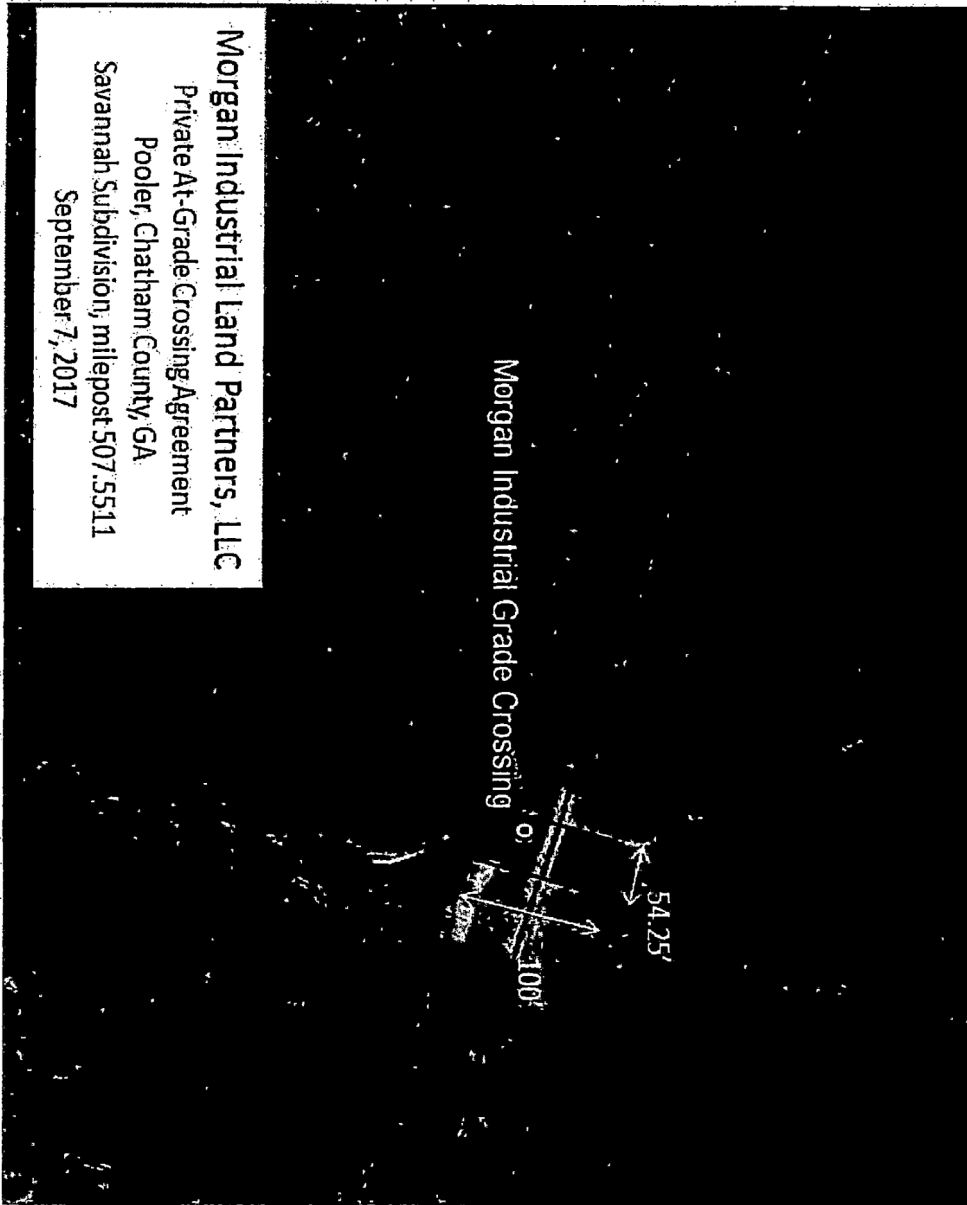
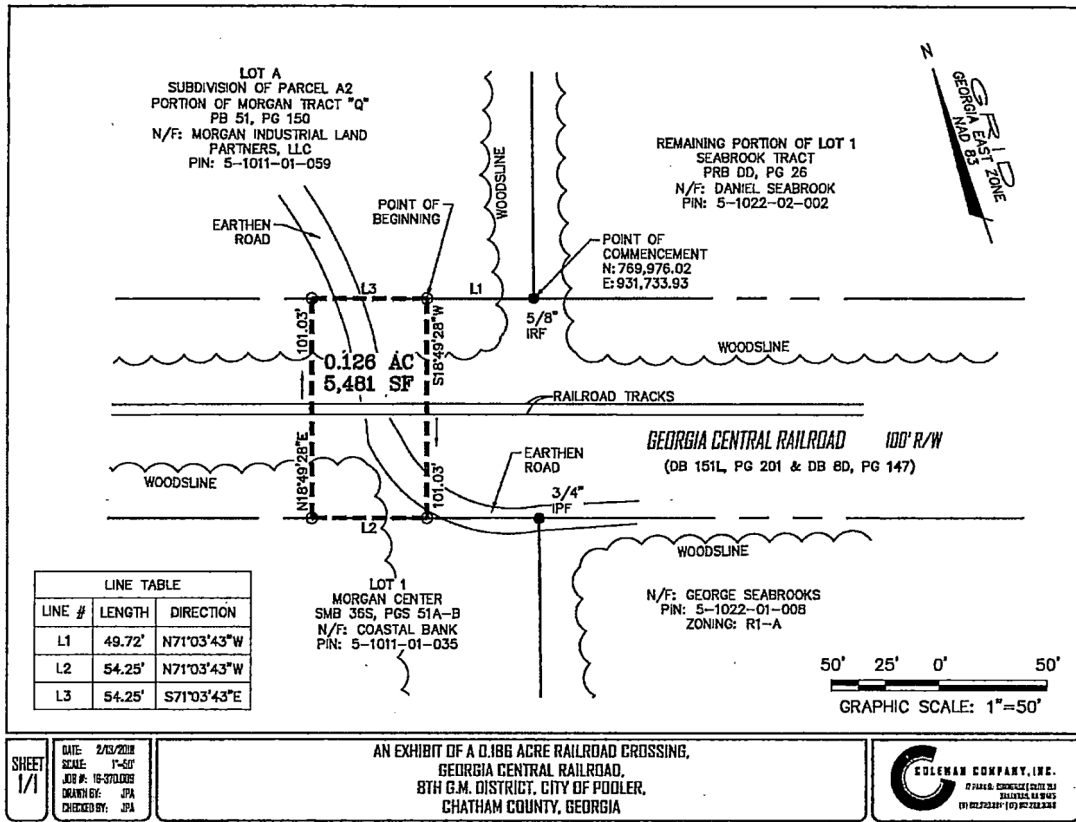


EXHIBIT A-1  
Continued



**EXHIBIT A-1  
CONTINUED**

ALL THAT CERTAIN TRACT OF LAND KNOWN AS 0.126 AC RAILROAD CROSSING, GEORGIA CENTRAL RAILROAD, 8TH G.M. DISTRICT, CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD HAVING A GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83 COORDINATE OF NORTH: 769,976.02 AND EAST: 931,733.93, THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF THE GEORGIA CENTRAL RAILROAD N71°03'43"W A DISTANCE OF 49.72' TO A POINT BEING THE POINT OF BEGINNING; THENCE CROSSING THE GEORGIA CENTRAL RAILROAD S18°49'28"W A DISTANCE OF 101.03' TO A POINT; THENCE ALONG THE NORTHERN PROPERTY LINE OF LOT 1, MORGAN CENTER (RECORDED IN SUBDIVISION MAP BOOK 36S, PAGES 51A & 51B) N71°03'43"W A DISTANCE OF 54.25' TO A POINT; THENCE CROSSING THE GEORGIA CENTRAL RAILROAD N18°49'28"E A DISTANCE OF 101.03' TO A POINT; THENCE ALONG THE SOUTHERN PROPERTY LINE OF LOT A, SUBDIVISION OF PARCEL A2, PORTION OF MORGAN TRACT "Q" (RECORDED IN PLAT BOOK 51, PAGE 150) S71°03'43"E A DISTANCE OF 54.25' TO THE POINT OF BEGINNING; AND CONTAINING 0.126 ACRE OR 5,481 SQUARE FEET.



Attachment C

**EXHIBIT "A-2"**  
Licensee Benefitted Land

**Tract 1 – Morgan Parcel – Lot A**

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 8<sup>th</sup> G.M.D., City of Pooler, Chatham County, Georgia, and being Lot A as shown at Plat Book 51, Page 150, Chatham County, Georgia Records.

AND

**Tract 2 – Morgan Parcel – Lot B**

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 8<sup>th</sup> G.M.D., City of Pooler, Chatham County, Georgia, and being Lot A as shown at Plat Book 51, Page 150, Chatham County, Georgia Records.

AND

**Tract 3 – North Drive/Wildcat Dam Road**

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 8<sup>th</sup> G.M.D., City of Pooler, Chatham County, Georgia, and being more particularly described as Proposed 110 foot right of way adjoining the southerly right of way line of U.S. Highway 80, and running in a generally southerly direction to the northerly boundary line of Lot A, all as shown at Plat Book 51, Page 181, Chatham County, Georgia Records.

AND

**Tract 4 – Ameris Bank Parcel**

ALL THAT CERTAIN TRACT OF LAND KNOWN AS LOT 1, MORGAN CENTER, FORMER PORTION OF PARCEL "D" OF THE MORGAN TRACT "Q", 8TH G.M. DISTRICT, CITY OF BLOOMINGDALE, CHATHAM COUNTY, GEORGIA, RECORDED IN SUBDIVISION MAP BOOK 36S, PAGES 51A-B AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD HAVING A GRID NORTH, GEORGIA STATE PLANE, EAST ZONE NAD 83 COORDINATE OF NORTH: 768,308.16 AND EAST: 931,050.65, THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF S. H. MORGAN PARKWAY THE FOLLOWING COURSES AND DISTANCES: N53°53'58"W A DISTANCE OF 80.00' TO A POINT, N54°05'57"W A DISTANCE OF 115.88' TO A POINT; THENCE ALONG THE EASTERN PROPERTY LINE OF WETLANDS, RECORDED IN SUBDIVISION MAP BOOK 37S, PAGES 27A-L, THE FOLLOWING COURSES AND DISTANCES: N70°11'14"E A DISTANCE OF 33.26' TO A POINT, N13°45'56"W A DISTANCE OF 30.25' TO A POINT, N21°08'30"W A DISTANCE OF 65.01' TO A POINT, N12°45'29"W A DISTANCE OF 33.66' TO A POINT, N70°51'33"E A DISTANCE OF 74.38' TO A POINT, S17°38'13"E A DISTANCE OF 29.14' TO A POINT, S66°08'27"E A DISTANCE OF 47.55' TO A POINT, S43°39'30"E A DISTANCE OF 37.76' TO A POINT, N2°54'12"E A DISTANCE OF 64.40' TO A POINT, N23°42'18"E A DISTANCE OF 80.78' TO A POINT, N14°12'23"E A DISTANCE OF 60.34' TO A POINT, N10°34'20"E A DISTANCE OF 64.90' TO A POINT, N5°28'06"E A

**EXHIBIT "A-2"****Continued**

DISTANCE OF 73.36' TO A POINT, N10°16'13"E A DISTANCE OF 39.10' TO A POINT, N61°35'24"W A DISTANCE OF 27.35' TO A POINT, N44°50'37"E A DISTANCE OF 87.80' TO A POINT, N9°21'14"E A DISTANCE OF 87.44' TO A POINT, N17°32'48"E A DISTANCE OF 32.43' TO A POINT, S73°57'49"E A DISTANCE OF 41.53' TO A POINT, N49°02'36"E A DISTANCE OF 47.74' TO A POINT, N23°22'20"E A DISTANCE OF 37.06' TO A POINT, N7°39'53"E A DISTANCE OF 120.44' TO A POINT, N72°01'06"W A DISTANCE OF 84.33' TO A POINT, N62°04'25"W A DISTANCE OF 67.17' TO A POINT, N37°05'42"W A DISTANCE OF 66.75' TO A POINT, N3°09'27"E A DISTANCE OF 84.94' TO A POINT, N72°30'18"W A DISTANCE OF 38.70' TO A POINT, N40°15'49"W A DISTANCE OF 42.05' TO A POINT, N33°56'29"W A DISTANCE OF 65.80' TO A POINT, N36°53'54"W A DISTANCE OF 72.36' TO A POINT, N0°31'17"E A DISTANCE OF 66.68' TO A POINT, N42°34'39"W A DISTANCE OF 78.26' TO A POINT, N30°24'50"E A DISTANCE OF 53.46' TO A POINT, N62°32'52"W A DISTANCE OF 45.06' TO A POINT, N37°50'52"W A DISTANCE OF 76.37' TO A POINT, N18°14'37"W A DISTANCE OF 53.46' TO A POINT, N28°22'26"W A DISTANCE OF 50.05' TO A POINT, N35°55'25"W A DISTANCE OF 50.55' TO A POINT, N19°58'46"E A DISTANCE OF 36.49' TO A POINT, N36°37'24"W A DISTANCE OF 46.62' TO AN IRON ROD; THENCE ALONG THE EASTERN PROPERTY LINE OF PARCEL C-3-2, RECORDED IN PLAT BOOK 50, PAGE 358, N18°56'17"E A DISTANCE OF 138.90' TO AN IRON ROD; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF GEORGIA CENTRAL RAILROAD S71°03'43"E A DISTANCE OF 947.97' TO AN IRON PIPE; THENCE ALONG THE WESTERN PROPERTY LINES OF PARCELS NOW OR FORMERLY OWNED BY GEORGE SEABROOKS, RALEIGH A. YOUNG AND PATSY M. SPIVEY LIVING TRUST, ALTA K. POWELL & JEANNE M. CRAWFORD THE FOLLOWING COURSES AND DISTANCES: S18°18'57"W A DISTANCE OF 71.14' TO A CONCRETE MONUMENT, S18°19'55"W A DISTANCE OF 501.78' TO A POINT, S20°38'52"W A DISTANCE OF 494.82' TO AN IRON ROD; THENCE ALONG THE WESTERN PROPERTY LINE OF LOT 2, MORGAN CENTER, RECORDED IN SUBDIVISION MAP BOOK 36S, PAGES 51A-B, THE FOLLOWING COURSES AND DISTANCES: N73°14'45"W A DISTANCE OF 85.34' TO AN IRON ROD, S17°23'15"W A DISTANCE OF 7.96' TO AN IRON PIPE, S16°45'15"W A DISTANCE OF 436.67' TO A POINT, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 148.57', A RADIUS OF 440.00', A DELTA ANGLE OF 19°20'49", A TANGENT LENGTH OF 75.00', A CHORD BEARING OF S26°25'39"W AND CHORD DISTANCE OF 147.87' TO AN IRON ROD, S36°06'02"W A DISTANCE OF 38.35' TO THE POINT OF BEGINNING; AND CONTAINING 15.727 ACRES OR 685,068 SQUARE FEET.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF LOT 1, MORGAN CENTER, FORMER PORTION OF PARCEL "D" OF THE MORGAN TRACT "Q", 8<sup>TH</sup> G.M. DISTRICT, CITY OF BLOOMINGDALE, CHATHAM COUNTY, GEORGIA, PREPARED BY COLEMAN COMPANY, INC., SEALED AND CERTIFIED BY TERRY MACK COLEMAN, GA REG. LAND SURVEYOR NO. 2486, DATED SEPTEMBER 18, 2017.

AND

**Tract 5 – Seabrooks Parcel**

ALL THOSE TWO CERTAIN TRACTS OR PARCELS OF LAND, situate, lying and being in the 8<sup>th</sup> G.M. District, Chatham County, Georgia, one tract containing 0.541 acre and one tract containing 14.698 acres, being remaining portions of Lot 1, Seabrook Tract; for more definite description of said two tracts of land referenced is made to that certain plat of survey made by Vincent Helmly, Georgia Registered Land Surveyor No. 1882, dated April 10, 1979, for the Estate of Mitchell Seabrook, which plat is incorporated herein and made a part hereof for more definite determination of the metes, bounds, dimensions and location of the property herein described and is recorded in the Office of the Clerk, Superior Court, Chatham County, Georgia, in Plat Book DD, Folio 26. Said tract containing 14.698 acres being

**EXHIBIT "A-2"**  
**Continued**

bounded on the north by lands now or formerly of Charles H. Morris, on the east by the lands now or formerly of Clemmie Edward Young, on the south by the right of way line of the Seaboard-Coast Line Railroad and on the west by lands now or formerly belonging to Union Camp Corporation. Said tract containing 0.541 acre being bounded on the north by the right of way line of Seaboard-Coast Line Railroad, on the East by lands now or formerly of Clemmie Edward Young, on the south by lands now or formerly of Peter Seabrook Estate, and on the west by lands now or formerly belonging to Eastern Light No. 225 Lodge. Said two tracts of land being portions of the property described in that certain deed dated December 11, 1897, and recorded in the Office of the Clerk of Superior Court, Chatham County, Georgia, in Record Book 9X's, Folio 444, and formerly known as the home place of Mitchell Seabrook.

**Also described as follows:**

ALL THAT CERTAIN TRACT OF LAND known as 0.541 acre, being a portion of Lot 1, Seabrook Tract, 8<sup>th</sup> G.M. District, City of Pooler, Chatham County, Georgia, recorded in Plat Record Book DD, Page 26, and being more particularly described as follows:

BEGINNING at a concrete monument found along the southern right-of-way of Georgia Central Railroad having a grid north, Georgia State Plane, East Zone, NAD 83 coordinate of North: 769,345.90 and East: 933,262.61, thence along the western property line of lands now or formerly owned by Elizabeth & Clem Young-Bey S18°20'34"W a distance of 0.79' to a concrete monument; thence along the property lines of lands now or formerly owned by Raleigh Young the following courses and distances: N73°30'21"W a distance of 1033.10 feet to a concrete monument, N18°20'34"E a distance of 44.91' to a concrete monument; thence along the southern right-of-way of Georgia Central Railroad S71°03'21"E a distance of 1033.62' to the POINT OF BEGINNING, and containing 0.541 acre or 23,571 square feet.

AND

ALL THAT CERTAIN TRACT OF LAND known as 14.698 acres, being a portion of Lot 1, Seabrook Tract, 8<sup>th</sup> G.M. District, City of Pooler, Chatham County, Georgia, recorded in Plat Record Book DD, Page 26, and being more particularly described as follows:

BEGINNING at an iron rod along the northern right-of-way of Georgia Central Railroad having a grid north, Georgia State Plane, East Zone, NAD 83 coordinate of North: 769,976.02 and East: 931,733.93, thence along the eastern property line of Lot A, subdivision of Parcel A2, portion of Morgan Tract "Q" (recorded in Plat Book 51, Page 150) N18°20'34"E a distance of 439.80' to a concrete monument; thence along the southern property line of Morris Tract (recorded in Plat Record Book 5P, Page 83 and Plat Record Book Y, Page 30) S67°28'46"E a distance of 1653.54' to a point, passing a concrete monument at 1625.74'; thence along the western property line of lands now or formerly owned by Elizabeth & Clem Young-Bey S18°20'34"W a distance of 336.64' to a concrete monument found, passing a concrete monument at 113.76'; thence along the northern right-of-way of Georgia Central Railroad N71°03'21"W a distance of 1649.23' to the POINT OF BEGINNING; and containing 14.696 acres or 640,225 square feet.

[See attached Map]

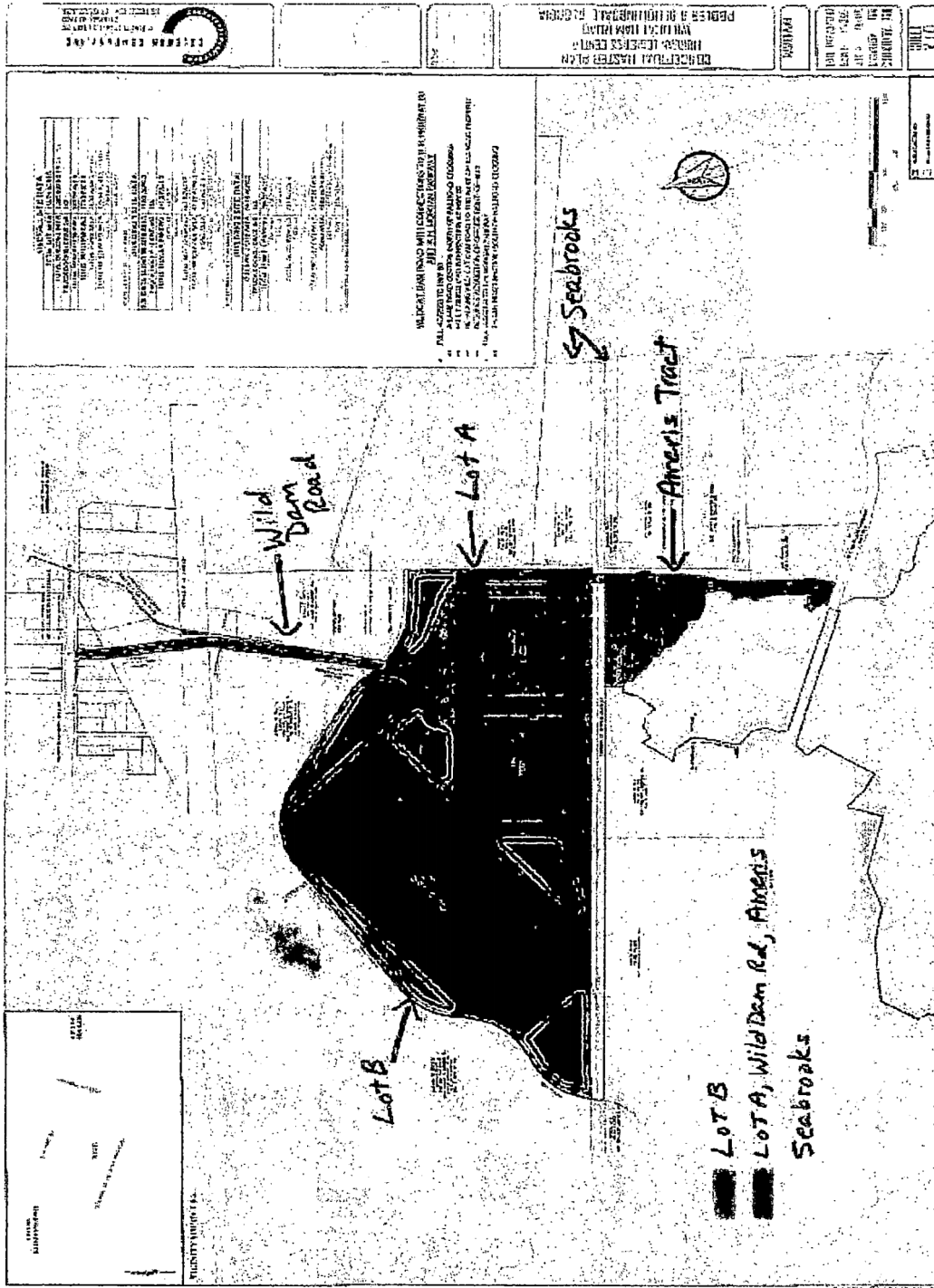
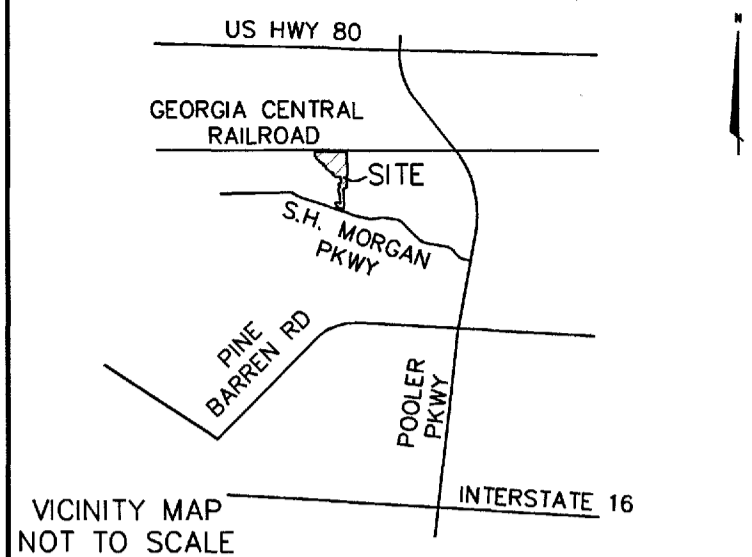


EXHIBIT "A-2"  
Continued

Type: PLAT  
 Recorded: 10/4/2021 1:24:00 PM  
 Fee Amt: \$10.00 Page 1 of 1  
 Chatham, Ga. Clerk Superior Court  
 Tammie Mosley Clerk Superior Court

Participant ID: 2756053648

BK 53 PG 164



**NOTES:**

- THIS PLAT CREATES ONE LOT AND A PRIVATE RIGHT OF WAY.
- TOTAL AREA: 16.082 ACRES; 700,548 SQUARE FEET.
- THESE PROPERTIES ARE CURRENTLY ZONED PUD.
- PROPERTY ADDRESS: SH MORGAN PARKWAY.
- PARCEL IDENTIFICATION NUMBER: 51011 01035.
- LOTS TO BE SERVED BY CITY OF POOLER WATER AND SANITARY SEWER SYSTEMS.
- LOT 1 SHALL HAVE INGRESS/EGRESS ACCESS ACROSS SEABROOK PARKWAY FROM S.H. MORGAN PARKWAY. NO ACCESS GRANTED TO LOT 1 ACROSS GEORGIA CENTRAL RAILROAD.
- THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83.
- AS OF THE DATE OF THIS SURVEY, BASED ON MY OBSERVATION THIS PROPERTY IS LOCATED IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 13051C0107H, EFFECTIVE DATE: AUGUST 16, 2018. FEMA MAPS ARE SUBJECT TO REVISIONS AND AMENDMENTS AND SHOULD BE REVIEWED PRIOR TO CONSTRUCTION.
- THERE SHALL BE ACCESS GRANTED FOR OFFICIAL AND EMERGENCY VEHICLES.
- ALL BUILDING SETBACKS ARE TO CONFORM TO LOCAL ZONING ORDINANCES.
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.
- ALL STREETS, RIGHTS-OF-WAY, EASEMENTS, AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED.

**LEGEND**

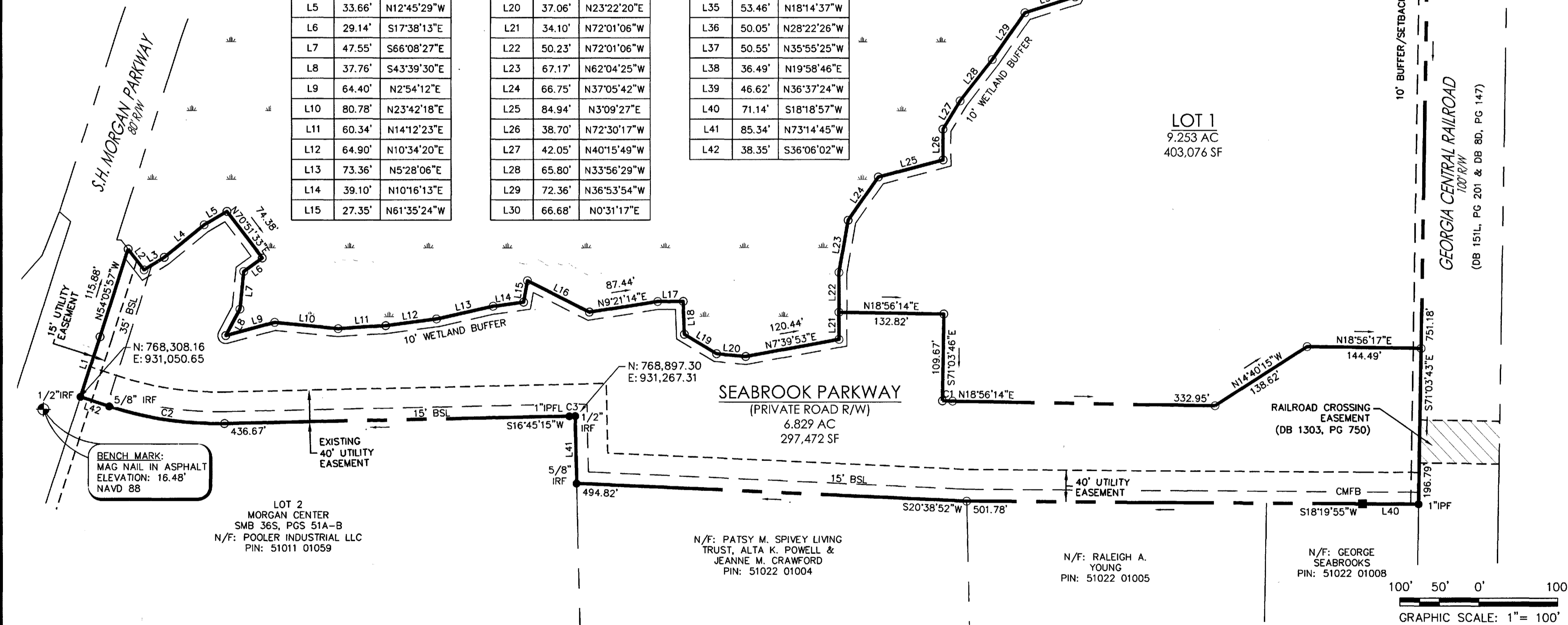
- BENCH MARK
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- IPS 1" IRON PIPE SET
- CMF CONCRETE MONUMENT FOUND
- R/W RIGHT-OF-WAY
- DB DEED BOOK
- PRB PLAT RECORD BOOK
- SMB SUBDIVISION MAP BOOK
- PB PLAT BOOK
- PIN PARCEL IDENTIFICATION NUMBER
- POR POINT OF REFERENCE

LINE #	LENGTH	DIRECTION
L1	80.00'	N53°53'58"W
L2	33.26'	N70°11'14"E
L3	30.25'	N13°45'56"W
L4	65.01'	N21°08'30"W
L5	33.66'	N12°45'29"W
L6	29.14'	S17°38'13"E
L7	47.55'	S66°08'27"E
L8	37.76'	S43°39'30"E
L9	64.40'	N2°54'12"E
L10	80.78'	N23°42'18"E
L11	60.34'	N14°12'23"E
L12	64.90'	N10°34'20"E
L13	73.36'	N5°28'06"E
L14	39.10'	N10°16'13"E
L15	27.35'	N61°35'24"W

LINE #	LENGTH	DIRECTION
L16	87.80'	N44°50'37"E
L17	32.43'	N17°32'48"E
L18	41.53'	S73°57'49"E
L19	47.74'	N49°02'36"E
L20	37.06'	N23°22'20"E
L21	34.10'	N72°01'06"W
L22	50.23'	N72°01'06"W
L23	67.17'	N62°04'25"W
L24	66.75'	N37°05'42"W
L25	84.94'	N3°09'27"E
L26	38.70'	N72°30'17"W
L27	42.05'	N40°15'49"W
L28	65.80'	N33°56'29"W
L29	72.36'	N36°53'54"W
L30	66.68'	N0°31'17"E

LINE #	LENGTH	DIRECTION
L31	78.26'	N42°34'39"W
L32	53.46'	N30°24'50"E
L33	45.06'	N62°32'52"W
L34	76.37'	N37°50'52"W
L35	53.46'	N18°14'37"W
L36	50.05'	N28°22'26"W
L37	50.55'	N35°55'25"W
L38	36.49'	N19°58'46"E
L39	46.62'	N36°37'24"W
L40	71.14'	S18°18'57"W
L41	85.34'	N73°14'45"W
L42	38.35'	S36°06'02"W

OWNER: *Rajesh Menon, Authorized Agent* 9/21/21



**REFERENCE:**

- SUBDIVISION MAP BOOK 36S, PAGES 51A-B.
- PLAT RECORD BOOK 36P, PAGE 94.
- PLAT RECORD BOOK 34P, PAGES 63A-B.
- SUBDIVISION MAP 37S, PAGES 27A-L.
- DEED BOOK 1303, PAGE 750.
- DEED BOOK 300N, PAGE 521.

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	12.75'	460.00'	1°35'18"	6.38'	N19°43'53"E	12.75'
C2	148.57'	440.00'	19°20'49"	75.00'	S26°25'39"W	147.87'
C3	7.96'	360.00'	1°16'01"	3.98'	S17°23'15"W	7.96'

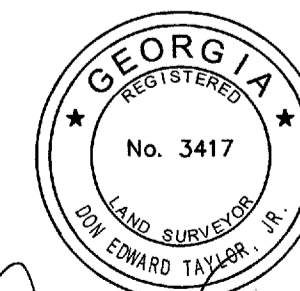
THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

APPROVED BY THE MAYOR OF THE CITY OF POOLER

*Heena C. Bent* 9/28/21  
 MAYOR DATE  
*Kelley Swain* 9/28/21  
 CITY CLERK DATE

**SURVEYORS CERTIFICATION**

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



*Don Edward Taylor, Jr.* 09/28/21  
 DON EDWARD TAYLOR, JR.  
 GA REG. LAND SURVEYOR NO. 3417  
 COLEMAN COMPANY, INC.  
 CERTIFICATE OF AUTHORIZATION: LSF 1167

JOB NUMBER: 17-674.001  
 DATE: 08/30/2021  
 DRAWN BY: JNB  
 CHECKED BY: JBT  
 SCALE: 1" = 100'

**MINOR SUBDIVISION**

SHEET:

1/1

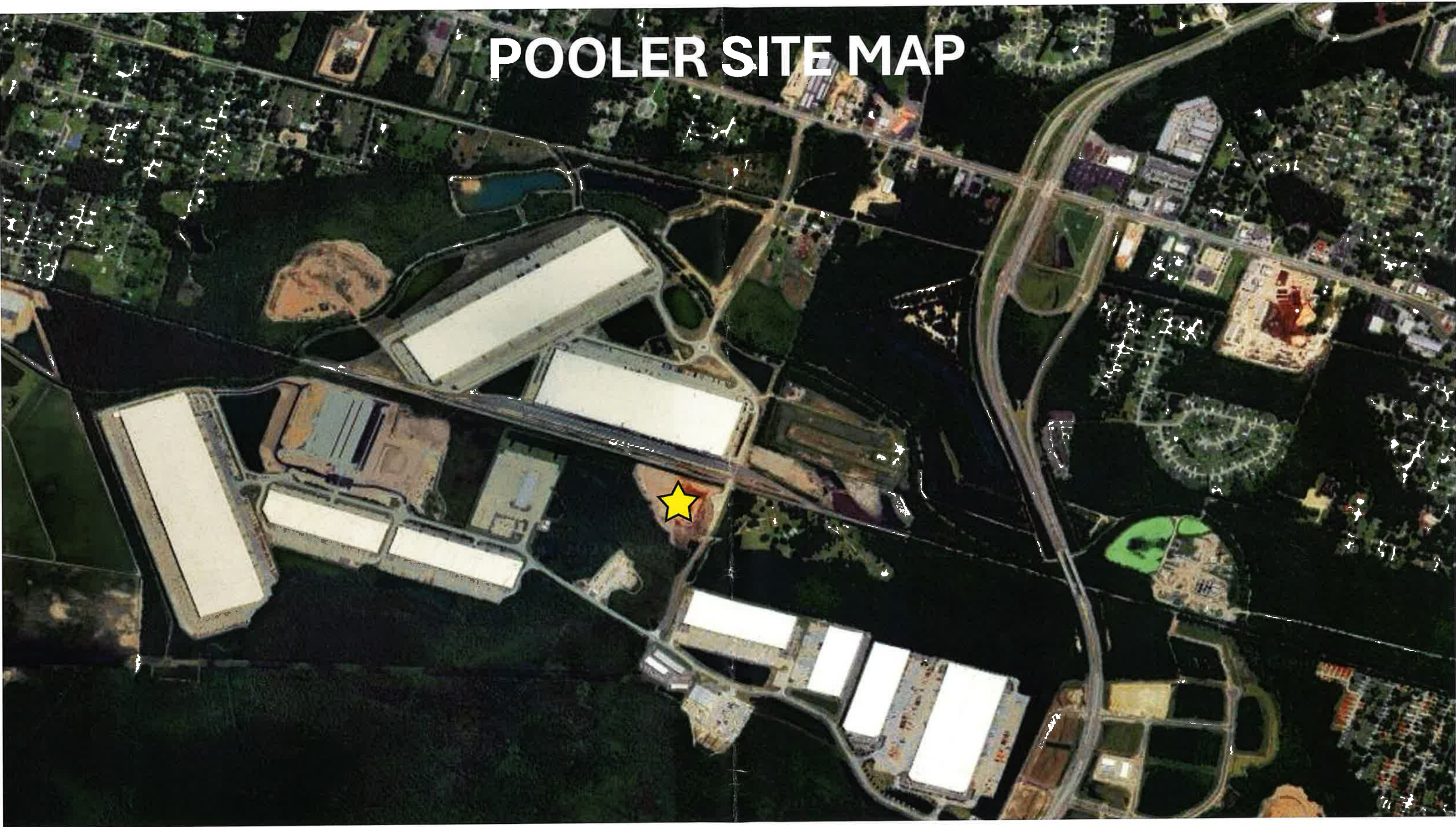
A MINOR SUBDIVISION OF LOT 1,  
 MORGAN CENTER,  
 8TH G.M. DISTRICT, CITY OF POOLER,  
 CHATHAM COUNTY, GEORGIA  
 PREPARED FOR: SAVANNAH GREEN III OWNER, LLC

**COLEMAN COMPANY**  
 ENGINEERS • SURVEYORS  
 1480 Chatham Parkway, Suite 100  
 Savannah, Georgia | (912) 200-3041

# Agenda

- Project highlights: Why should you want this in Pooler, GA?
- Top project for the state
  - Major infrastructure investment in Pooler, Chatham County, and Georgia.
  - Provides large revenue for Georgia Power and Atlanta Gas Light
  - Promotes clean energy solution by replacing current diesel trucks in the area
- Morgan PUD Documents and Uses
  - SPLC III is within Morgan PUD
  - SPLC III is zoned Light Industrial within Morgan PUD
  - **USAGE: See Highlight: PG 8 & 9**
    - 1) Manufacturing, processing, fabrication, repair, and servicing of any product or commodity, which does not produce noise, odors, dust, fumes, fire hazards, or other nuisance beyond the property line.
    - 2) Warehousing, storage, and distributing of any product or commodity
- Pooler Site Map
- Other zoning-industrial

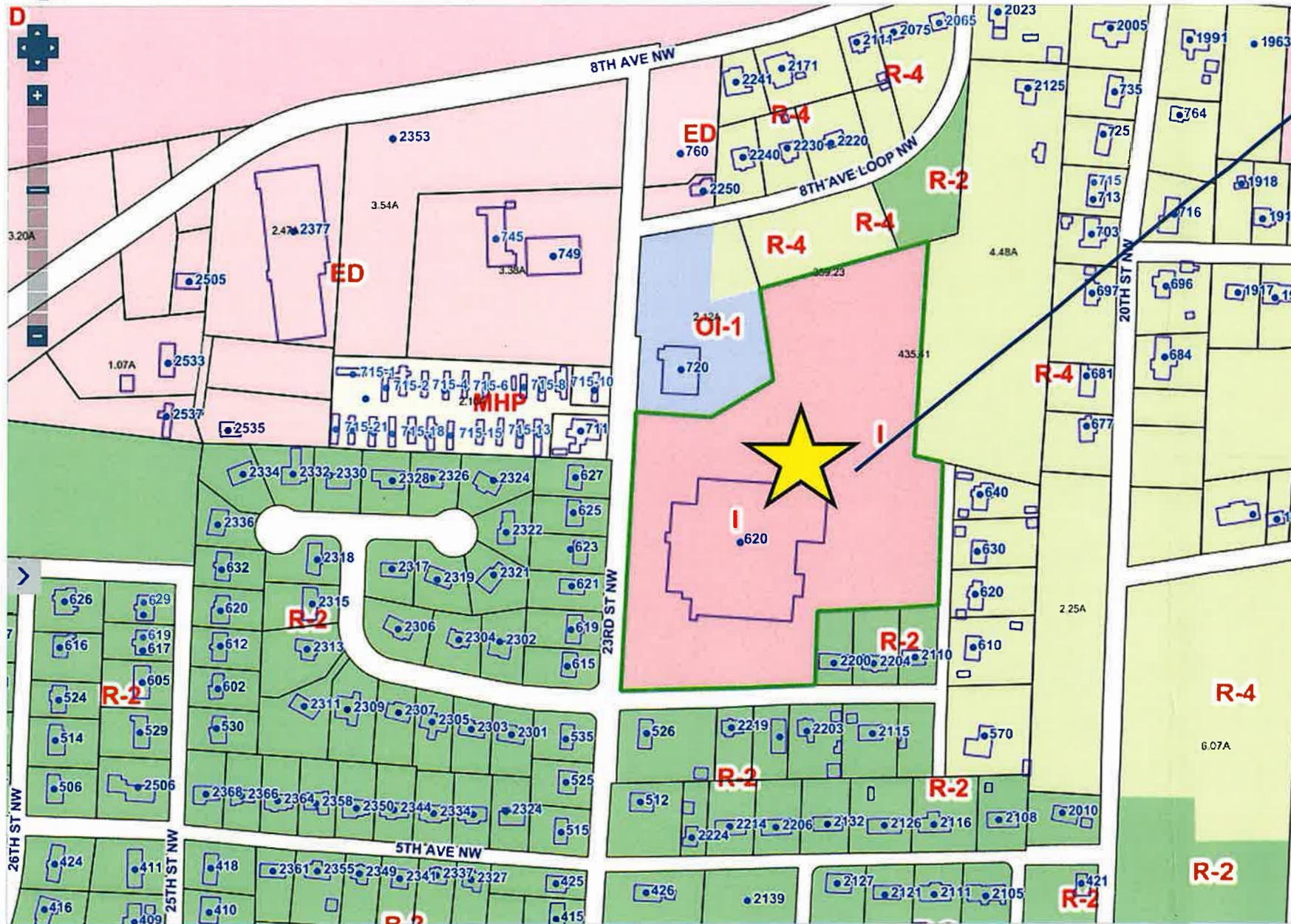
# POOLER SITE MAP



# HICKORY NC Zoning



+ - 👉 Pan 🔍 Identify 👉 Select by 🔄 Reset 📄 jpeg 🖨️ Print 📏 Measure



**I=Industrial**

Hickory Code and permitted uses:

	R-1	R-2	R-3	R-4	NC	CC-1	CC-2	OI	C-1	C-2	C-3	IND	Standards (Notes)
Major Event Entertainment									S	S	S	S	
Marina									S	S	S	S	6.2.12 (TA 11-01)
Mini-storage Facilities							P			P	P	P	6.2.15
Professional Office and Personal Services					P	P	P	P	P	P	P	P	
Retail Sales and Service (unless otherwise listed)					P	P	P		P	P	P	P[1]	
Seasonal Sales					P	P	P		P	P	P		6.2.21 (TA 14-02)
Temporary Sales					AC	AC	AC		AC	AC	AC		6.2.21 (TA 14-02)
Vehicle Repair					P	P	P		P	P	P	P	6.2.22
<b>Industrial Categories</b>													
Industrial Service										P [2]	P [2]	P	(TA 24-01)
Junkyards and Recycling Facilities												S	6.2.10
Manufacturing and Production										P [2]	P [2]	P	(TA 24-01)
Railroad Yards												P	
Warehouse and Freight Movement										P [3]	P [3]	P	
Waste-related												S	
Wholesale Sales										P [3]	P [3]	P	
<b>Institutional Categories</b>													
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	
Cemetery	P	P	P	P	P	P	P	P	P	P	P	P	6.2.4
Colleges					S	S	P	P	P	P	P	P	
Community Recreation Centers	S	S	S	S	P	P	P	P	P	P	P	P	6.2.5
Cultural Facilities	S	S	S	S	P	P	P	P	P	P	P	P	6.2.6 (TA 22-01)
Daycare (5 or fewer clients)	AC	AC	AC	AC	P	P	P	P	P	P	P		6.2.7 (TA 11-01)
Daycare (6 or more clients)	S	S	S	S	P	P	P	P	P	P	P		6.2.7
Day Center									S	S	S		6.2.25 (TA 19-03)
Food Pantries									S	S	S		6.2.26 (TA 19-03)
Medical Centers					P	P	P	P	P	P	P	P	
Parks and Playgrounds	P	P	P	P	P	P	P	P	P	P	P	P	
Public Facilities	P	P	P	P	P	P	P	P	P	P	P	P	6.2.19 (TA 24-01)



# SPLC 3-Production Facility



Development Guidelines  
For  
P.U.D Master Plan

**Morgan Family Tract**  
**Pooler, Georgia**

Prepared By:  
J.M. Woods, Inc.  
Landscape Architects/Land Planner  
Savannah, Georgia

Hussey, Gay, Bell & DeYoung Engineers  
Engineers  
Savannah, Georgia

Environmental Services, Inc.  
Environmental Consultants  
Savannah, Georgia

Amended October 2008

# **MORGAN FAMILY TRACT**

**I. Project Developer and Consultants**

**II. Project Introduction**

**III. Existing Conditions**

A.) Boundary Map

**IV. Development Design and Standards**

A.) Proposed Uses P.U.D.

B.) Street and Right of Way Standards

C.) Setback and Buffer Standards

D.) Open Space Wetlands

E.) Development Schedule

**V. Land Use Data & Parcel Map**

**I. PROJECT DEVELOPER AND CONSULTANTS**

**DEVELOPER**

The Morgan Family Tract has been owned by the Morgan Family members since 1946. The family is currently represented by:

Philip Morgan III

Henry Morgan

Billy Kehoe III

Sam Morgan

**LANDSCAPE ARCHITECT / PLANNER**

Mr. James M. Woods

J. M. WOODS, INC.

(912) 303-0282

**ENGINEER**

Mr. Gus H. Bell III

HUSSEY, GAY, BELL & DeYOUNG, INC.

(912) 354-4626

**ENVIRONMENTAL CONSULTANT**

Mr. Mike Demill

ENVIRONMENTAL SERVICES, INC.

(912) 236-4711

## **II. PROJECT INTRODUCTION**

The Morgan Family Tract has been owned by family members since 1946. The purpose of this application is to create a PUD plan in accordance with Article IV, section one, item 16 of appendix A, zoning, City of Pooler Code of Ordinances, and Article X of Appendix A, zoning, City of Bloomingdale Code of Ordinances.

The property consists of approximately 1,317.25 acres, and is currently zoned "Undefined". The property has been used for Silviculture and will continue to be used for Silviculture practices.

The existing condition of the site is explained under Section III of the application. Section IV describes all proposed land uses and development standards for the proposed Morgan Family PUD.

The entire written narrative and all project exhibits constitute the full application for the establishment of the Morgan Family Tract Preliminary PUD. The applicants respectfully request that the Pooler and Bloomingdale Planning Staffs, Planning Boards, City Councils, and Mayors approve this application.

### III. EXISTING CONDITIONS

The subject property is owned by the Morgan Family members. The family appointees have full legal authority to submit the application.

The property consists of approximately 1,317.25 acres, and is currently zoned undefined in Pooler, and RA and RAI in Bloomingdale. The application is for the creation of PUD zoning in Pooler and Bloomingdale.

The property lies within the political jurisdiction of Pooler and Bloomingdale. The boundary of the two Cities is the Wildcat Dam Road. The property access points will consist of four (4) access points off of Pooler Parkway, and 4 access points off of Pine Barren Road, and one (1) access point from US Highway 80.

#### **A.) BOUNDARY MAP / FLOOD PLAIN MAP**

- 1) Vicinity Map
- 2) Boundary and dimensions
- 3) Existing Rights of Way and Easements
- 4) Existing City Limits
- 5) Adjacent Property Owners
- 6) Existing Drainage Ways

### IV. DEVELOPMENT DESIGN AND STANDARDS

The project will be designed to adhere to Bloomingdale City Ordinances, and Pooler City Ordinances. The project will be developed in accordance with uses and proposed density of the Morgan Family Tract PUD as prepared by J. M. WOODS, Inc., and dated 24 JUL '02. Final PUD zoning is required prior to development within the property. Any amendments to The

Morgan Family Tract will be in accordance with the City of Pooler and City of Bloomingdale PUD zoning ordinance.

**A.) PROPOSED USES**

**1) Single Family SF / Multi-Family Residential MF**

All tracts designated as Single Family / Multi-Family have the following uses and densities: The total gross acreage of The Morgan Tract is 1,317.25 acres. The net developable acres are 852.24 acres, with a maximum total of 3,408 total dwelling units allowed in the PUD.

The net density for each tract designated as single family or multi-family shall have the following maximum density:

- 1) For one story housing — six (6) DU/AC
- 2) For two story housing — twelve (12) DU/AC
- 3) For three story housing — eighteen (18) DU/AC

The following uses shall be permitted within a Single Family residential district:

- 1) Detached Single Family
- 2) Open Space, Parks, Lagoon, and Buffer
- 3) Utility / Infrastructure Facilities
- 4) Golf Course, Club House, Amenities and Golf Course Maintenance Facilities
- 5) Model Home / Sales Center
- 6) Construction Office (Temporary)

The following uses shall be permitted within a Multi-Family (MF) district:

- 1) Multi-Family attached residential
- 2) Leasing and Maintenance Office
- 3) Recreation Facilities for Parcel Residents and Guests; including but not limited to pools, tennis courts, parks, playgrounds, ball fields, trails, indoor recreation.
- 4) Resident facilities including but not limited to laundry facilities, and car wash.

## Attachment C

- 5) Maintenance and storage facilities for upkeep of common property and amenities.
- 6) Storage of vehicles, boats if separate from resident parking.
- 7) Temporary construction office / storage Trailer
- 8) Apartments
- 9) Condominiums
- 10) Attached Duplex
- 11) Assisted Living
- 12) Timeshare
- 13) Independent Living
- 14) Continuous Care Facilities
- 15) Golf Cottages

### 2) Heavy Commercial C-2

The purpose of this district as defined by The City of Pooler Code of Ordinance article IV, section 19.

"This district is defined as an area designated for the development of heavy commercial properties or land uses of more than two (2) acres. This district is composed of lands and structures primarily for the retailing of goods and the furnishings of services in areas with heavy traffic concentration. Regulations for this district are designated to be more strict due to the concentration of people and vehicles."

The following uses shall be permitted within a C-2 District:

- 1) Motels:
  - (a) Hotels and Motels having fifty (50) or more units may have restaurants, nightclubs, dining rooms or bars which are located in the main building; and



## Attachment C

- (b) Hotels and motels having one hundred (100) or more guests rooms may have retail stores, personal service shops, offices and similar uses for the convenience of their guests.
- 2) Shopping centers with total floor space exceeding ten thousand (10,000) square feet.
- 3. Any sales facility exceeding ten thousand (10,000) square feet of floor area.
- 4) Open Air Market or Flea Market ( when developed as a planned development, which allows for adequate parking for covered spaces rented out on a daily basis.)
- 5) New or used auto sales and service.
- 6) Service stations
- 7) Mini- warehouses
- 8) Restaurant with or without alcohol sales
- 9) Liquor, beer and wine package shops
- 10) Miniature golf courses
- 11) Skating rinks
- 12) Car care facilities
- 13) Silviculture
- 14) Signage (Billboards)
- 15) Large scale recreational amusement park
- 16) Professional offices
- 17) Small practice medical
- 18) Churches and schools
- 19) Public fire department or utility sub-station
- 20) Professional Offices
- 21) Banks
- 22) Laundry and Dry-Cleaning establishments
- 23) Grocery Stores
- 24) Barbershops and Beauty Shops
- 25) Dry Goods Store

## Attachment C

- 26) Church and Fraternal Organizations
- 27) Gift Shops
- 28) Theaters
- 29) Arcades and Game Rooms
- 30) Heating and Air conditioning Sales and Service
- 31) Television Sales and Service
- 32) Child Care Facilities
- 33) Household Furniture
- 34) Hardware Stores
- 35) Retail Stores
- 36) Neighborhood Shopping Center (10,000) Square Feet or Less
- 36) Drug Stores
- 37) Eating Establishments with no Live Entertainment
- 38) Radio, cellular, or television transmission or reception towers

### **3) Light Industrial II**

The purpose of this district as defined by City of Pooler Code of Ordinance, article IV, section 21:

"This district is established to provide land for light industrial uses, which are not significantly objectionable with regard to noise, odor, fumes, etc., to surrounding properties. This district's regulations are designed to provide a compatible environment for uses generally classified as light industrial in nature; to protect and reserve undeveloped areas within the city that are suitable for such light industries, and to discourage encroachment by residential, commercial, or other uses that may adversely affect the industrial character of the district. Lands within this district should be located in relation to the major thoroughfare network of the city, as well as rail and airport if possible, and designed so that uses within the district do not disrupt normal traffic flow patterns within the city. Planned industrial parks are encouraged within this district".

## Attachment C

The following uses shall be permitted within a Light Industrial district:

- 1) Manufacturing, processing, fabrication, repair, and servicing of any product or commodity, which does not produce noise, odors, dust, fumes, fire hazard or other nuisance beyond the property lines.
- 2) Warehousing, storage and distributing of any product or commodity.
- 3) Offices, including medical and dental.
- 4) Repair garages provided that all business is conducted inside an enclosed building and/or inside an aesthetically pleasing barrier, which will shield the business activity from view of passing motorists and surrounding property owners.
- 5) Animal hospitals, kennels and/or boarding facilities (see article III section 22 of Pooler Zoning Ordinance for specific regulations).
- 6) Outdoor drive in theaters (see article III, section 23, for specific regulations).
- 7) Building material sales yards and lumberyards, including the sale of rock, sand, gravel and the like.
- 8) Public utilities, including buildings, necessary structures, storage yards, billboards and other related uses, but specifically excluding waste processing, handling or storage.
- 9) Research or experimental stations and laboratories. (Conditional Use only).
- 10) Radio, cellular or television station transmission or reception towers
- 11) Horticultural nurseries.
- 12) Office buildings for business, governmental, professional, or other general purposes.
- 13) Accessory buildings, structures and uses customarily incidental to permitted uses.
- 14) Manufactured home sales.
- 15) Bars or nightclubs.
- 16) Silviculture practices
- 17) Movie production or studios.
- 18) Fueling stations, including fueling of gasoline, diesel or hydrogen fuels, as well as electric vehicle charging; provided, that such use shall be limited to parcel bearing PIN 51011-01035 and any parcel created therefrom.

**B) STREET AND RIGHTS OF WAY STANDARD.**

<u>USE</u>	<u>MINIMUM RIGHT OF WAY WIDTH</u>	<u>MINIMUM ROADWAY WIDTH</u>
C-2	60'	24'
I-1	80'	30'
SF	60'	24'
MF	60'	24'

**C) SETBACK AND BUFFER STANDARD**

Pooler City Code of Ordinance will be adhered to with the exception of the following:

- 1) Property zoned C-2 that is adjacent to "Undefined Property", or any use that is less dense in nature, shall provide a 50' vegetative buffer.
- 2) Property zoned C-2 that is adjacent to Pooler Parkway or Pine Barren Rd. shall provide a 25' vegetative buffer from the right of way.
- 3) Property zoned C-2 shall have an allowable building height to 72' (maximum).
- 4) Property zoned II that is adjacent to property zoned R-I-A, R-I-B or Undefined shall provide a 100' buffer with the preserved tree stands and supplemental under story plantings.
- 5) Property zoned II that is adjacent to railroad right of way, utility right of way, drainage right of way shall provide a 10' non-disturbed buffer.
- 6) All properties adjacent to fresh water wetlands shall provide a 10' non-disturbed buffer.
- 7) All buffers designated shall continue to be used for silviculture until the entire Morgan Family Tract is sold or conveyed to another party or parties.
- 8) All single-family lots shall provide
  - 30' (min) Front Yard Setback
  - 20' (min) Rear Yard Setback
  - 10' (min) Side Yard Setback

7,000 SF Minimum Lot Size

- 9) Multi-family properties shall provide the following:
- 40' (min) Front Yard Setback
  - 25' (min) Rear Yard Setback
  - 20' (min) Side Yard Setback
  - 45' (min) Setback From Pine Barren Right of Way
  - 50' (max) Building Height

R-3 Zoning  
Same 40' front.  
20' Rear  
20' Side  
(45') Height  
(2) PS per unit

- 10) C-2 properties shall provide the following:

- 10,000 SF (min) lot areas
- 25' (min) front yard setback
- 60' (min) lot width
- 10' (min) side yard setback
- 15' (min) rear yard setback
- 65% (max) building coverage

- 11) Light Industrial properties shall provide the following:

- 10,000 SF (min) lot areas
- 60' (min) lot width
- 25' (min) front yard setback
- 10' (min) side yard setback
- 15' (min) rear yard setback
- 60% (max) building coverage

#### **D) WETLANDS AND OPEN SPACE**

The property contains 465.01 acres of fresh water wetlands that will be designated as open space. The developer reserves the right to enhance the wetland according to State and Federal regulation for the sale of said property under current wetland banking procedure established by The United States Army Corps of Engineers. The wetlands provide 38% of the entire property's open space.

**E) DEVELOPMENT SCHEDULE**

The development and sale of The Morgan Family Tract is projected to proceed according to an 8-12 year process.

**F) OFF-STREET PARKING STANDARDS**

Pooler City Code of Ordinance will be adhered to with the exception of the following:

- 1) Off-street parking for multifamily parcels shall be a minimum of 1.8 spaces per development unit.
- 2) Off-street parking for Multifamily Parcels includes an allowance of up to 5% of the required number of spaces for "preferred parking", i.e. compact spaces.

**V.) LAND USE DATA**

# Attachment C

Date :2024-10-18 11:10:15 AM

## Payment Receipt

Details	Value
Payment Method	Credit/Debit Card
Merchant Code	af2b059d-89ff-4ea1-b353-ec6145b9aa65*06560G
Amount Paid	\$500.00
Payment Notes	Captured
Payor Name	CP Pay (William Cunningham)
Payor Email	wcunningham@cci-sav.com
Payor Phone	8505200266
Payor Address	1480 Chatham Parkway Suite 100
Payment Status	Captured
Payment Date	2024-10-18 11:41:15

## Invoices

Invoice Date	Invoice Number	Billed To	Payment For	Invoice Amount
October 17, 2024	24-1257	William Cunningham	Project Fees	\$500





# Hydrogen Presentation




# Hydrogen Production

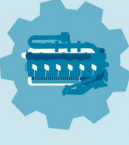

A blue-tinted photograph of a city skyline at night, reflected in a body of water. The text 'Hydrogen Production' is overlaid in white. The background shows a large building with two domes on the left, and other buildings and streetlights on the right, all reflected in the water in the foreground.

# HOW DO HYDROGEN ENGINES WORK?

## #1 HYDROGEN IS AN INCREASINGLY POPULAR ENERGY CARRIER

-  Hydrogen can be readily produced from water using renewable electricity
-  It burns without any greenhouse gas emissions (GHG)
-  Hydrogen is colorless, odorless, and doesn't spill – making it a key part of Cummins' Destination Zero strategy

Hydrogen engines are appealing to OEMs, fleet operators, and users because:

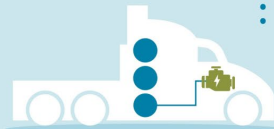
-  They are like traditional internal combustion engines (meaning no new technology to learn)
-  They can power vehicles as a zero-carbon fuel (great for the environment)

## #2 VEHICLES CAN BE POWERED BY HYDROGEN TWO WAYS

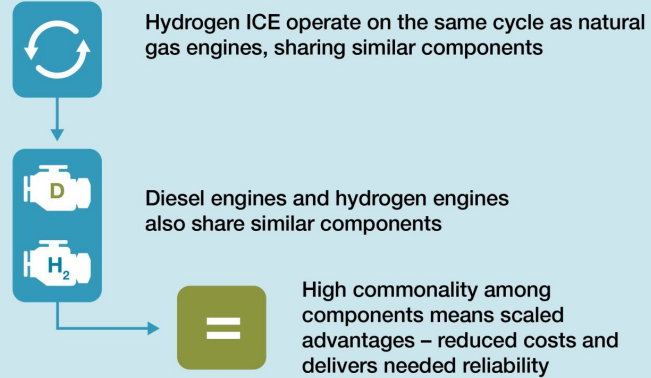
**FUEL CELL:** converts hydrogen into electricity which powers the vehicle's electric motors





**HYDROGEN ENGINE:** internal combustion engines (ICE) burn hydrogen as the fuel; this is a much more familiar technology



## #3 DIESEL VS NATURAL GAS (NG) VS HYDROGEN ENGINES



## #4 HYDROGEN ENGINES IN MEDIUM AND HEAVY-DUTY TRUCKS AND BUSES

-  Hydrogen engines go beyond medium and heavy-duty trucking. Users are evaluating them in marine, construction, agriculture and beyond
- 

SCAN THIS QR CODE FOR MORE INFORMATION ON HOW HYDROGEN ENGINES WORK

If this information is relevant to your needs, don't forget to check out our hydrogen engines at [www.cummins.com/engines/hydrogen-engines](http://www.cummins.com/engines/hydrogen-engines)



# Hydrogen Safety

# Hydrogen Safety Basics

Attachment D

- With proper handling, hydrogen can be as safe as, or safer than, other fuels we use today.
- Safety features designed to handle the unique properties of hydrogen, including high-pressure tanks undergo rigorous testing to withstand leaks, etc.
- Training in safe hydrogen handling practices is a key element for ensuring the safe use of hydrogen, as is regular testing of hydrogen systems—tank leak tests, garage leak simulations and hydrogen tank drop tests.
- Hydrogen is light weight (57 times lighter than gasoline vapor and 14 times lighter than air), allowing it to dissipate rapidly in case of a leak.
- Hydrogen itself is non-toxic and does not pose a poisoning risk like some other fuels.

Source: Department of Energy

# Hydrogen Safety Basics

Attachment D

- Both vehicle manufacturers and hydrogen fueling stations are subject to strict safety regulations regarding storage and handling of hydrogen.
- Trucks and vehicles are equipped with sensors to detect hydrogen leaks, allowing for timely intervention.
- Because hydrogen burns with a nearly invisible flame, special flame detectors are required.
- Modern technology has significantly improved the safety measures of handling hydrogen.

Source: Department of Energy

# Where is the hydrogen industry today?

# Hydrogen Today

Attachment D

- As of 2023, there are 58 open retail hydrogen refueling stations in the United States. Additionally, there are at least 50 refueling stations in various stages of planning or construction. Most of the existing and planned stations are in California, with one in Hawaii and 5 planned for the northeastern states.
  - California (57 stations) and Hawaii (1 station) have publicly available hydrogen refueling stations.
- Some refueling stations are solitary, but many consist of one station integrated into an existing gas station.





# Hydrogen Today

Attachment D

- Today, the primary demand for hydrogen is as industrial feedstock, but transportation applications constitute emerging market opportunities.
- By 2050, the U.S. could see a two-to-four-fold increase in hydrogen demand.

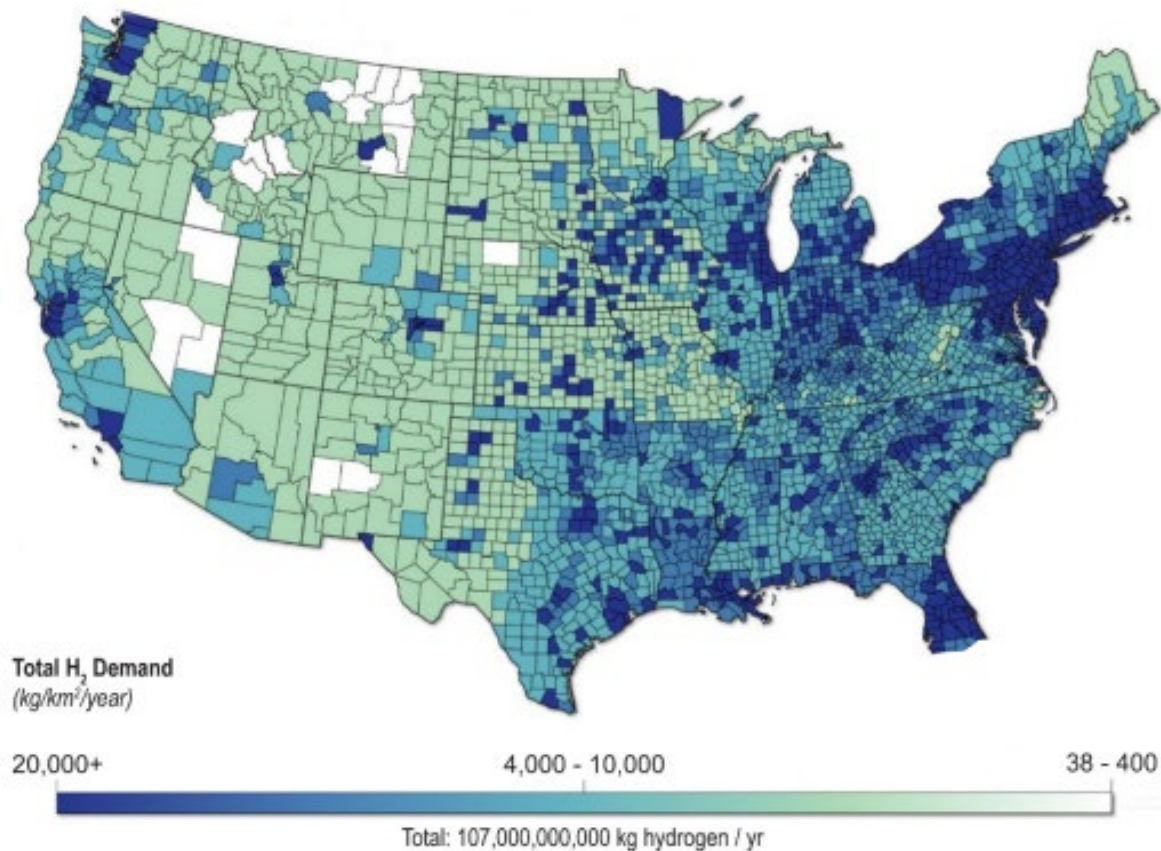
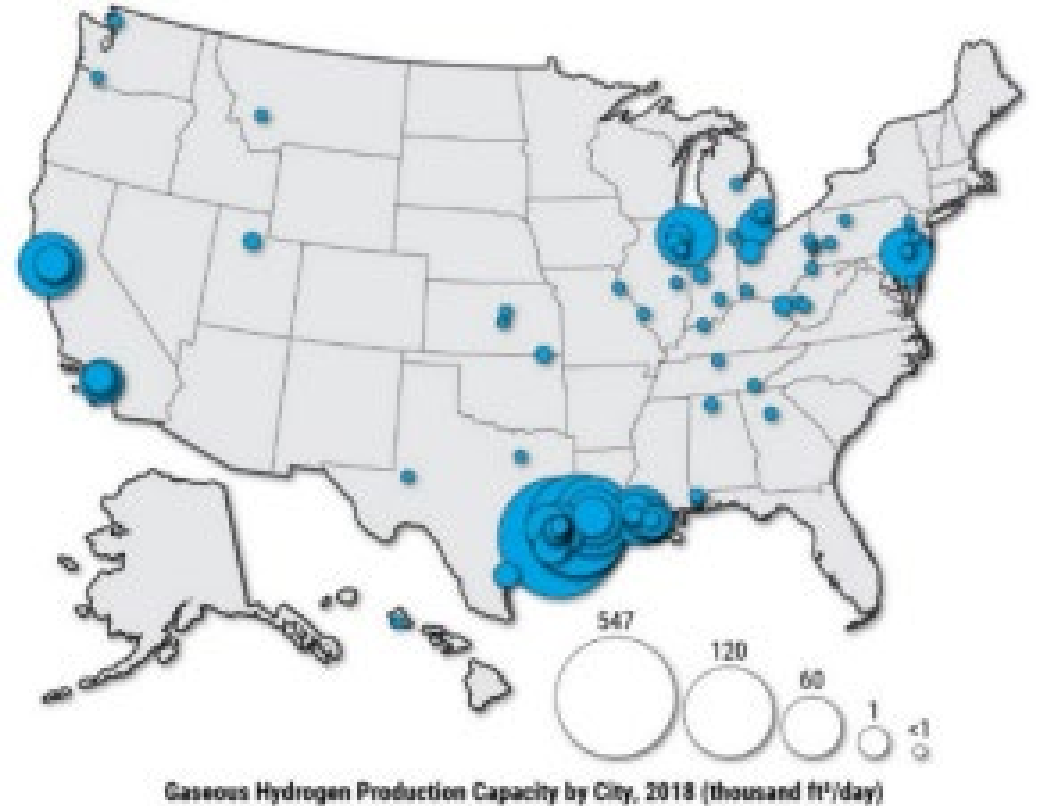


Figure 14. Serviceable consumption potential for hydrogen in the industrial and transportation sectors, natural gas, and storage<sup>41</sup>

# Hydrogen Today

Attachment D

- Today, many states across the country have hydrogen production facilities. Georgia houses three facilities in Augusta and four more spread throughout Conyers, Gainesville, Macon, and Valdosta.
- There are also eight liquefaction plants nationwide, with a cumulative capacity of more than 200 metric tons/day, with three additional plants announced in the last two years. The existing and planned plants are concentrated in the west/Midwest and along the Gulf Coast.



**Figure 4. Gaseous hydrogen production units in the United States.**<sup>30</sup>

# Hydrogen Today

- The United States also has more than 1,600 miles of hydrogen pipelines, salt caverns located in the Gulf Coast and Midwest that can store thousands of tons of hydrogen, and underground carbon capture storage, including sedimentary basins in SE Georgia.

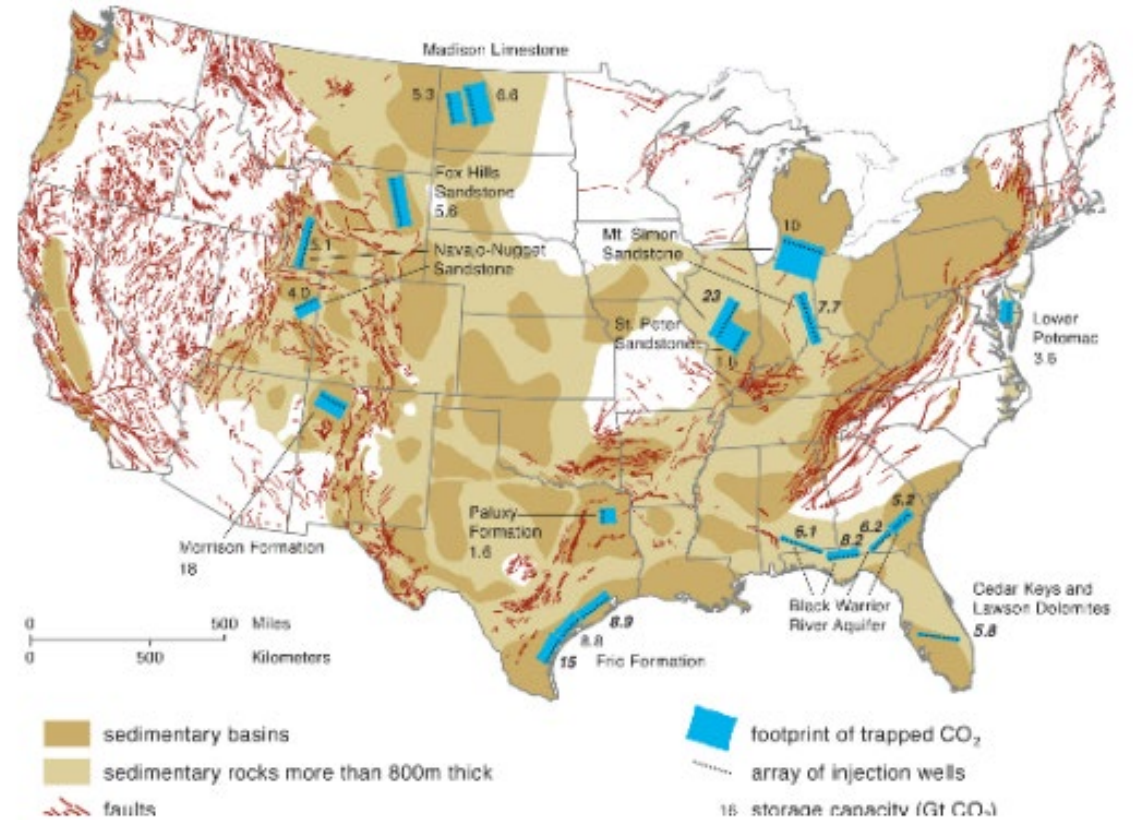
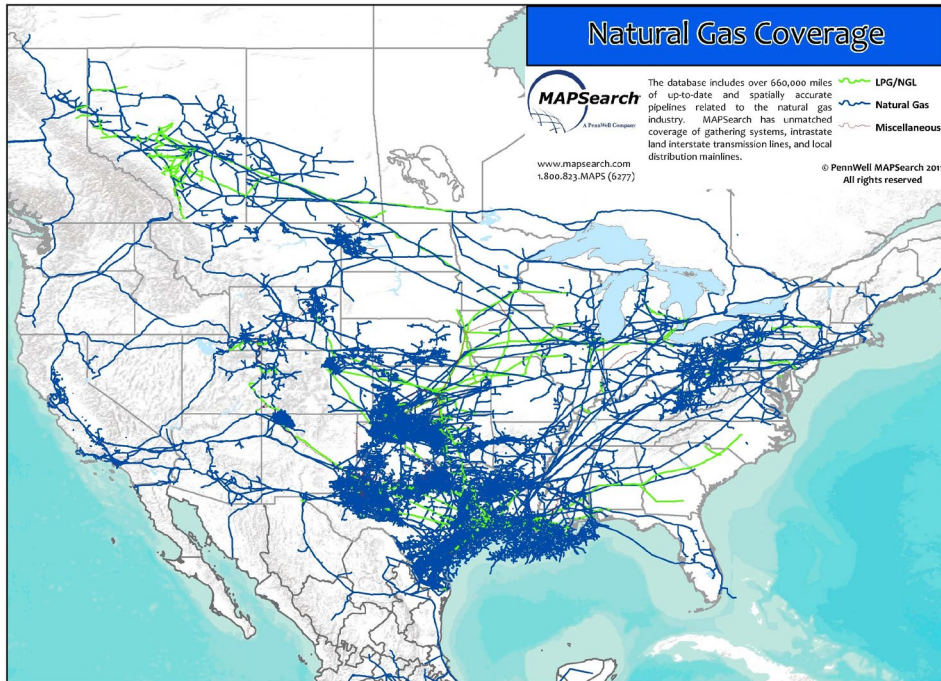


Figure 13. CCS Facilities in the United States<sup>39</sup>

# Benefits of Hydrogen

A blue-tinted photograph of a city skyline at night, reflected in a body of water. The text 'Benefits of Hydrogen' is overlaid in white.

# Benefits of Hydrogen

Attachment D

- Reduction in Greenhouse Gas Emissions
  - Zero Emissions: Hydrogen fuel cells produce only water vapor as byproduct.
  - Lower Carbon Footprint: Helps reduce overall carbon footprint of the transportation industry.
- Improved Air Quality
  - Cleaner Urban Areas: Produce no harmful exhaust gases, leading to cleaner air in cities and regions that are impacted by diesel truck emissions.
  - Reduced Smog and Health Risks.
- Energy Efficiency
  - Higher Efficiency: More energy-efficient than traditional internal combustion engines meaning they can travel longer distances per unit of fuel.
  - Cost-Effective Operation: Lower operating and maintenance costs.
  - Potential for Renewable Energy Integration.

# Benefits of Hydrogen

Attachment D

- Sustainability
  - Renewable Resource: Hydrogen is abundant and can reduce dependency on fossil fuels and support a cleaner energy grid.
  - Energy Storage: Hydrogen can act to store excess renewable energy when its not needed.
- Lower Noise Pollution
  - Quieter Operation: More pleasant and less disruptive to to the environment.
- Reduction in Fossil Fuel Dependence
  - Drivers of Energy Sources.

# Benefits of Hydrogen

Attachment D

- Technology Innovation and Economic Growth
  - Job creation.
  - Boosting Clean Tech and the Green Economy: Can boost various sectors including manufacturing, technology and renewable energy industries, leading to long-term economic growth.
  - Charging Infrastructure Expansion.
- Energy Independence
  - Reducing dependence on imported oil.
  - Diversified energy source.

# **The City of Pooler: A leader in alternative fuel initiatives**




# Hydrogen in Pooler

Attachment D

- This project can create both environmental and economical positive impacts.
- Pooler is an ideal location due to the location, access to I-95/I-16.
- Proposed site is zoned light industrial. Site originally a planned trailer yard.
- Will be a first of its kind to offer hydrogen fueling and electric charging.
- Significant capital investment and higher wage jobs.
- Project would be a ramped-up approach.

## Attachment D

	Department: Operations	SOP #	1
	Title: Disconnecting Charger from Utility Power	Revision #	2
		Implemented Date	March 20 <sup>th</sup> , 2023
Page #	1 of 4	Last Updated	Sept 19 <sup>th</sup> , 2024
SOP Owner	Alex Hernandez	Approval	Rick Eckert

### 1.0 Purpose

1.1 Detail instruction on how to shut power off from Switch Gear to EVSE (charger)

### 2.0 Scope

2.1 This process applies to all EVSE connected to utility EV Charging circuit.

### 3.0 Responsibilities

3.1 All Depot Leads, Supervisors, Managers are to always follow this process.

### 4.0 Procedure

4.1 Identify the charger that needs to be shutdown and disconnected from utility power. The EVSE will have an asset identification Number on the front of the EVSE



4.2 Identify the HV electrical panel that supplies utility power to the EVSE.

## Attachment D



4.3 Open the electrical panel and locate the EVSE breaker that is labeled the same as the asset identification number.



4.3.1 If it is safe and not an emergency, verify the EVSE is not being used or plugged into a vehicle. If plugged in or charging, stop the charging session and unplug the charger from the vehicle. In the case of an emergency or not safe skip this step and proceed to shutdown the charger from the panel.

4.4 After identifying the correct breaker, use only one palm to switch the breaker from the "ON" position to the "OFF" position.

## Attachment D



Note\*\**The breaker throw is heavy and should be immediately followed with a loud and obvious “clack” noise. The lock out cover should be able to cover the breaker and not allow movement. If the lock out cover does not sit flush the breaker is not in the off position. \*\**

4.4.1 Do not leave the breaker in the off position unattended without following the LOTO (Lock-Out-Tag-Out) procedure.

## FOR EMERGENCY

4.5 If this is an emergency and power needs to be shut off to all EVSEs, locate the Breaker Main. This breaker will cut off power supply to each individual EVSE breaker on the panel at the same time.




Depending on the Breaker Main design, you may encounter a small red button that electronically switches the Breaker Main into the Off position, similar to the image above left. Or a large Breaker Main similar to the image above right that will need to be full hand contact to switch into the “OFF” position.

## Attachment D

4.6 In the case that thermal issues arise after switching off the Breaker Main, everyone evacuates to the area to the predetermined SAFE ZONE, and alert first responders.

### 5.0 Notes

## Attachment D

	Department: Operations	SOP #	2
	Title: Emergency Stop Button (plus Tesla Adapters)	Revision #	1
		Implemented Date	Aug 6 <sup>th</sup> , 2024
Page #	1 of 4	Last Updated	Sept 19 <sup>th</sup> , 2024
SOP Owner	Alex Hernandez	Approval	Rick Eckert

### 1.0 Purpose

1.1 Detail instruction on how stop a charging session in case of an emergency by using the Emergency Stop Button for normal CCS1 operation or while using a Tesla Adapter (CCS1 to NACS)

### 2.0 Scope

2.1 This process applies to all EVSE with Emergency Stop Buttons

### 3.0 Responsibilities

3.1 All Depot Leads, Supervisors, Managers are to always follow this process.

### 4.0 Procedure

4.1 When plugging in CCS1 or while using an adapter that converts CCS1 to NACS precautions need to be taken while charging a vehicle.

4.2 On the occurrence that a CCS1 handle (gun) or adapter begins to fail while charging (popping noise, smoke, flame), the first thing you should do is “Push” the Red Emergency Stop Button.



The emergency stop button will end any charging session. This action will stop any current of electricity and will turn off the charger.

4.3 Alert anyone near the charger/vehicle to step away. Notify your lead, supervisor, and or the manager immediately.

## Attachment D

4.5 If at this point there should be no hazard, if safe, disconnect the charging handle from the adapter/car and turn in defective component to shift supervisor and complete incident report.

4.6 Notify all team members not to use that affected adapter, charger etc. Take pictures of the area, vehicle, charging cable and adapter, perform lock out/tag out, and send a detailed statement to management.

4.7 If the charger is deemed "Good for Service" by a trained professional, release the Red Emergency Stop Button by turning "Clockwise". The button should pop out and charger should reset a few minutes later. Report any issue with restart of fault codes.

### 5.0 Notes



**News Release**

**FOR IMMEDIATE RELEASE**

## **Hyundai Motor Group Deploys XCIENT Hydrogen Fuel Cell Trucks for HMGMA Clean Logistics**

**ELLABELL, Ga., Dec. 4, 2024** – Today, Hyundai Motor Group Metaplant America (HMGMA), in cooperation with Glovis America, announced it has deployed Hyundai XCIENT heavy-duty hydrogen fuel-cell electric trucks for clean logistics operations. Initially, a total of 21 XCIENT trucks will be in operation.

“At HMGMA, we are committed to creating sustainable transportation solutions,” said Oscar Kwon, HMGMA CEO. “Our Hyundai XCIENT hydrogen fuel-cell trucks that support the Metaplant release zero emissions and offer a cleaner alternative to the traditional freight logistics methods used at other manufacturing facilities.”

This industry-leading initiative represents a significant step forward in HMGMA’s leadership efforts to both reduce its carbon footprint and actively promote sustainable practices in daily logistics operations. The use of zero-emissions hydrogen fuel cell technology will demonstrate Hyundai Motor Group’s ongoing commitment to responsible environmental stewardship.





## Attachment D

Hyundai XCIENT fuel cell trucks are photographed at the Port of Brunswick, Georgia in Sept. 2024.

These Hyundai XCIENT hydrogen fuel-cell Class 8 heavy-duty trucks will transport vehicle parts from HMGMA suppliers across the region to the Megasite on a daily basis. During the initial rollout, XCIENT trucks will transport parts between suppliers and the on-site Consolidation Center and later these logistics will expand to a broader network of suppliers. The 21 XCIENT vehicles will represent more than one-third of the Glovis America truck fleet at HMGMA.

Earlier this year at CES, Hyundai Motor Group [announced](#) HTWO, its new hydrogen value chain business brand. HTWO encompasses the Group's businesses and affiliates, enabling each stage of the entire hydrogen value chain, from production and storage to transportation and utilization. HTWO represents 'Hydrogen' and 'Humanity,' the two main pillars of Hyundai's hydrogen business.

"HMGMA's deployment of XCIENT for logistics and operations is one of the main initiatives of HTWO," said Jim Park, SVP, commercial vehicle and hydrogen business development, Hyundai Motor North America. "This is delivering on our strategy and vision to showcase a closed-loop hydrogen logistics ecosystem and improve the environmental sustainability of manufacturing operations."

HTWO Logistics, a joint venture between Hyundai Motor Company and Glovis America, will also install a mobile hydrogen refueling station at the Megasite for efficient refueling. A hydrogen production and refueling station is being developed for the Megasite and will be announced at a later date.



Hyundai XCIENT fuel cell trucks are photographed at the Port of Brunswick, Georgia in Sept. 2024.



Hyundai XCIENT fuel cell trucks are photographed at the Port of Brunswick, Georgia in Sept. 2024.

### **About HMGMA**

Hyundai Motor Group Metaplant America (HMGMA) is Hyundai Motor Group's first dedicated Electric Vehicle mass-production plant. It is located in Bryan County, GA. The new plant will boast a highly connected, automated, and flexible manufacturing system, which organically connects all elements of the EV ecosystem to realize customer value. The Georgia facility will become an intelligent manufacturing plant. All processes of production—order collection, procurement, logistics and production—will be optimized utilizing AI and data. The innovative manufacturing system will also help create a human-centered work environment with robots assisting human workers.

### **About Hyundai Motor Group**

Hyundai Motor Group is a global enterprise that has created a value chain based on mobility, steel, and construction, as well as logistics, finance, IT, and service. With about 250,000 employees worldwide, the Group's mobility brands include Hyundai, Kia, and Genesis. Armed with creative thinking, cooperative communication, and the will to take on any challenges, we strive to create a better future for all. More information about Hyundai Motor Group, please see: [www.hyundaimotorgroup.com](http://www.hyundaimotorgroup.com)

### **CONTACT:**

Bianca Johnson  
Hyundai Motor Group Metaplant America (HMGMA)  
[Bianca.Johnson@hmgma.com](mailto:Bianca.Johnson@hmgma.com)  
(912) 677-6027

**From:** [Sheri Ellis](#)  
**To:** [Karen Williams](#); [Wesley Bashlor](#); [Michael Carpenter](#); [Aaron Higgins](#); [Tom Hutcherson](#); [Shannon Black](#); [John Wilcher](#); [Nicole Johnson](#); [Trice Branch](#); [Amy Mealing](#); [Toby Spivey](#); [Jeanne Crawford](#); [Susan Simmons](#)  
**Subject:** \*\*EXTERNAL EMAIL\*\*12/19/24 City Council Meeting regarding 500 Seabrook Fueling and Electric Vehicle Charging Station.  
**Date:** Thursday, December 12, 2024 4:49:31 PM

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

Dear Mayor and City Council Members of the City of Pooler

Parcel # 51022 01004  
East of Seabrook Parkway

We attended the Zoning meeting held Monday 12/9/24 in Pooler. After attorney John Northup presented the rezoning proposal, Amy Mealing presented that our property abutting the Morgan Trust Tract known as 500 Seabrook, which is before you, for the addition of a permitted use: “Fueling and Electric Vehicle Charging Stations”. Our concern is the same as the Fire Chief, the catastrophic event of explosion or fire on the project. The report in front of you states there is one residential piece of property across the street from the project, but there are actually two of which we are the second.

Unfortunately, there is an 8’ to 10-foot-high chain-link fence installed across the west boundary line denying any access to our property and the Seabrook Parkway. No emergency vehicles have access to our parcel. This could be catastrophic in the event of an explosion or fire. The southern border of our parcel is a fully developed commercial complex and is also at risk if containment is not made on our parcel.

This information appeared to surprise several zoning board members who then posed the question to John Northup of Bouhan/Falligant Attorney’s and Counselors at Law (petitioners’ legal representative) Is there something that can be done about that? (the fence blocking access) To which he replied yes, he thought there was and would address remediating this problem in light of incoming hydrogen station.

So, we respectfully request in conjunction with this land use change, that the immediate removal of the fence granting access to our parcel be made a requirement of the approval. But we do understand more time and/or information may be needed due to the very short timeframe between the Zoning meeting and the Council meeting. Thus, at a minimum, we request a postponement of the vote to a later date acceptable to the Council.

There is a second question as to why the proposed charging station is not following the requirements of the Appendix A – Zoning document enacted by the “Georgia General Assembly and ratified by General Election, the City Council of Pooler, Georgia that ordains and enacts into law the City of Pooler Zoning Ordinance of the

City of Pooler, Georgia.” Section III located on page 3 states that such a project must be fronted on a public road.

If there are any questions or concerns, please reach one or all of us for clarification. We want to give assistance in a way to move this project forward.

Sheri Ellis 813-690-8222  
Amy Mealing 706-228-4624  
Patrice Branch 706-830-4400

Thank you,

*Sheri Ellis*  
813-690-8222

**From:** [Sheri Ellis](#)  
**To:** [jdnorthup@bouhan.com](mailto:jdnorthup@bouhan.com)  
**Cc:** [Trice Branch](#); [Amy Mealing](#); [Toby Spivey](#); [Nicole Johnson](#)  
**Subject:** \*\*EXTERNAL EMAIL\*\*  
**Date:** Thursday, December 12, 2024 4:40:26 PM

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

Hopefully last transmission with Correct email to Ms. Johnson.

Thank you,

*Sheri Ellis*  
813-690-8222

On Thursday, December 12, 2024 at 02:52:36 PM EST, Sheri Ellis <[sherisellis@yahoo.com](mailto:sherisellis@yahoo.com)> wrote:

My apologies. I mistyped Ms. Johnson's email so am sending again to ensure she receives a copy as suggested by the City Staff.

Thank you,

*Sheri Ellis*  
813-690-8222

On Thursday, December 12, 2024 at 12:46:30 PM EST, Sheri Ellis <[sherisellis@yahoo.com](mailto:sherisellis@yahoo.com)> wrote:

Dear Mr. Northup,

You met my sisters, Amy Mealing and Patrice Branch, at the zoning meeting held in Pooler this past Monday, 12/9, regarding rezoning for the hydrogen station.

As expressed in that meeting, our concern is the fence installed blocking all access, including emergency vehicles. When asked by the zoning commission if something could be done about this fence, you responded that you would address remediating this problem in light of the incoming hydrogen station across the street.

We are very eager to hear the plan to resolve the issue prior to presenting at the 12/16 City Council meeting. So, time is of the essence, and look forward to a quick response to our email. Our emails are above along with our brother, Toby Spivey and our phone numbers are listed below:

Sheri Ellis 813-690-8222

Amy Mealing 706-339-3208  
Patrice Branch 706-830-4400

We appreciate your assistance in getting this matter resolved quickly.

Thank you,

*Sheri Ellis*  
813-690-8222



December 30, 2024

Mr. Matthew E. Saxon, Assistant City Manager  
City of Pooler, Georgia  
100 SW Highway 80  
Pooler, Georgia 31322

Re: ***Proposal for Transportation Engineering Services  
Quacco Road at Easthaven Boulevard Left-Turn Phasing Analysis***

Dear Matt:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to offer this proposal to the City of Pooler, Georgia ("City" or "Client") for providing transportation engineering services for the Quacco Road at Easthaven Boulevard Left-Turn Phasing Analysis as requested by the City on December 19, 2024.

Our proposed scope of services, compensation, and schedule are detailed in the attached Individual Project Order (IPO) consisting of two (2) pages. The Master Agreement for Continuing Professional Services dated November 19, 2020 is also attached for reference. If acceptable, please return the signed IPO to us.

We appreciate the opportunity to provide these services to you, and we look forward to furthering our partnership. Please contact me if you have any questions at 912-328-4445 or [rhodes.hunt@kimley-horn.com](mailto:rhodes.hunt@kimley-horn.com).

Sincerely,

Rhodes Hunt, PE  
Project Manager

Chris Marsengill, PE, PTOE  
Senior Project Manager

## INDIVIDUAL PROJECT ORDER NUMBER 13

Describing a specific agreement between the **CITY OF POOLER, GEORGIA** (“the Client”) and **KIMLEY-HORN AND ASSOCIATES, INC.** (“the Consultant”) and in accordance with the terms of the Master Agreement for Continuing Professional Services dated the 19<sup>th</sup> day of November 2020, the terms of which are attached and incorporated herein by reference.

### PROJECT

The **Quacco Road at Easthaven Boulevard Left-Turn Phasing Analysis** (“the Study”) includes the analysis of 2025 traffic conditions to determine if protected-permissive left-turn signal phasing is warranted at the intersection of Quacco Road and Easthaven Boulevard (“the Study Intersection”). If warranted, protected-permissive left-turn signal phasing could be implemented as an interim improvement prior to the construction of the improvements associated with the Pooler Parkway/Quacco Road Widening Project, which are expected to be completed in 2026.

### SCOPE OF SERVICES

The Consultant will provide the following transportation engineering services (“the Services”):

#### **Task 1: Left-Turn Phasing Analysis**

The Consultant will coordinate the procurement of the *Pooler Parkway – Quacco Road Widening Study* (Moffatt and Nichol, 2020, “the Quacco Study”) to obtain forecasted 2024 peak hour traffic volumes at the Study Intersection. The Consultant will grow 2024 peak hour traffic volumes at the Quacco Study’s determined annual growth rate to develop projected 2025 peak hour traffic volumes. The Consultant will then use the projected 2025 peak hour traffic volumes and protected-permissive left-turn phasing thresholds from Georgia Department of Transportation (GDOT) Policy 6785-2 – *Left Turn Phasing* to determine if protected-permissive left-turn signal phasing is warranted at the Study Intersection during AM and/or PM peak periods of travel.

The Consultant will document the left-turn phasing analysis results in a memorandum for the Client’s consideration and implementation. The memorandum will outline which left-turn movements, if any, warrant protected-permissive left-turn signal phasing under 2025 traffic conditions at the Study Intersection. The Consultant will conduct a virtual coordination meeting with the Client to review the findings of the memorandum. Additional coordination or meetings beyond those noted in the Services will be considered Additional Services and will be billed on an hourly basis according to our then-current rates.

### OTHER SPECIAL TERMS

The following Study assumptions are understood and agreed by the Client and the Consultant:

1. The Study will be managed and directed by the City and will not require GDOT review and acceptance.
2. The Study will not require strict adherence to the GDOT *Design Traffic Forecasting Manual* nor Plan Development Process.
3. All Study deliverables will be provided in Adobe Portable Document Format (PDF).

### SCHEDULE

The Consultant will provide the Services as expeditiously as practicable on a mutually agreed milestone schedule to be finalized following execution of this Agreement. A one-month Study duration is anticipated following Notice-to-Proceed (NTP), and an approximate milestone schedule is shown below.

Description	Completion
NTP	13-JAN-2025
Left-Turn Phasing Memorandum	10-FEB-2025

### COMPENSATION

The Consultant will perform the services for a Lump Sum Fee of \$3,500. The Consultant will not exceed the Lump Sum Fee without authorization from the Client. Fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and the Consultant’s project number.

### INFORMATION PROVIDED BY THE CLIENT

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client, the Client’s consultants, or representatives. The Client shall provide all information requested by the Consultant during the Study, including existing signal plans and phasing/timing records for the Study Intersection.



**ADDITIONAL SERVICES**

Any services not specifically provided for in the Services identified above, such as design services, as well as any changes in the scope requested by the Client, will be considered Additional Services and will be negotiated and performed under a separate agreement. The following is a list of some specific services that are not included but can be provided upon request:

1. Additional meetings, data collection, or study intersections beyond those noted in the Services
2. Traffic Impact Analysis
3. Traffic Modeling
4. Land Use Planning
5. Roadway, intersection, or signal design
6. Environmental studies and permitting, including Ecology, History, Archaeology, or Air/Noise
7. Environmental surveys, including wetland delineations
8. Impact Fee Schedules
9. Public Engagement
10. Topographic or Subsurface Utility Engineering (SUE) Surveys

**ACCEPTED:**

**CITY OF POOLER, GEORGIA**

**KIMLEY-HORN AND ASSOCIATES, INC.**

SIGNATURE: \_\_\_\_\_

SIGNATURE: Chris Marsengill

NAME: \_\_\_\_\_

NAME: Chris Marsengill, P.E., PTOE

TITLE: \_\_\_\_\_

TITLE: Senior Project Manager

DATE: \_\_\_\_\_

DATE: December 30, 2024

Attachment: Master Services Agreement dated 19-NOV-2020

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 19<sup>th</sup> day of November 2020, by and between the **CITY OF POOLER, GEORGIA** ("the Client") and **KIMLEY-HORN AND ASSOCIATES, INC.** ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

## AGREEMENT

(1) Scope of Services and Additional Services. The Consultant will perform only services set forth in IPO's ("the Services").

(2) Client's Responsibilities. In addition to other responsibilities in this Agreement or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all Client standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, and environmental information, etc., all of which the Consultant may rely upon.

(d) Provide for access to the project site and other property as required for the Consultant to provide its services.

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, insurance cost estimating, and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.

(4) Compensation for Services. The Consultant's compensation shall be stated in the IPO.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of the Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. To the extent necessary, Consultant agrees to cooperate with any open records requests submitted to Client for Consultant work-product. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited the costs of construction and materials, are made solely based on its judgment a professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such

determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions, or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. Any dispute or claim arising out of or relating to this Agreement shall be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement shall be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

(15) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(16) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or

independent subconsultants.

(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Georgia. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.